

1 Benjamin Schonbrun, SBN 118323  
 Michael D. Seplow, SBN 150183  
 2 Michael Morrison, SBN 205320  
 SCHONBRUN DE SIMONE SEPLOW  
 3 HARRIS & HOFFMAN LLP  
 723 Ocean Front Walk  
 4 Venice, CA 90291  
 Telephone: 310- 396-0731  
 5 Fax: 310- 396-0731

6 Olu Orange, SBN 213653  
 ORANGE LAW OFFICES  
 7 3435 Wilshire Blvd, Suite 2900  
 Los Angeles, CA 90010  
 8 Telephone: 213-736-9900  
 Fax: 213- 406-1250

9 Colleen Flynn, SBN 234281  
 10 LAW OFFICE OF COLLEEN FLYNN  
 3435 Wilshire Blvd, Suite 2900  
 11 Los Angeles, CA 90010  
 Telephone: 213-252-9444

12 Attorneys for Plaintiffs

13  
 14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 15 **FOR THE COUNTY OF LOS ANGELES**  
 16

17 VALERIE ALBERTS, RUDOLPH  
 18 BREILEIN, ROBIN MOTOLA and CYNDI  
 LANE,

19 Plaintiffs,

20 vs.

21 AURORA BEHAVIORAL HEALTH  
 CARE, AURORA LAS ENCINAS LLC,  
 22 AURORA CHARTER OAK - LOS  
 ANGELES LLC; AURORA VISTA DEL  
 23 MAR LLC, AURORA-SAN DIEGO, LLC  
 and DOES 1 through 100, inclusive

24 Defendants.

Case No: **BC 419840**

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

**CLASS ACTION** (California Code of Civil Procedure §382)

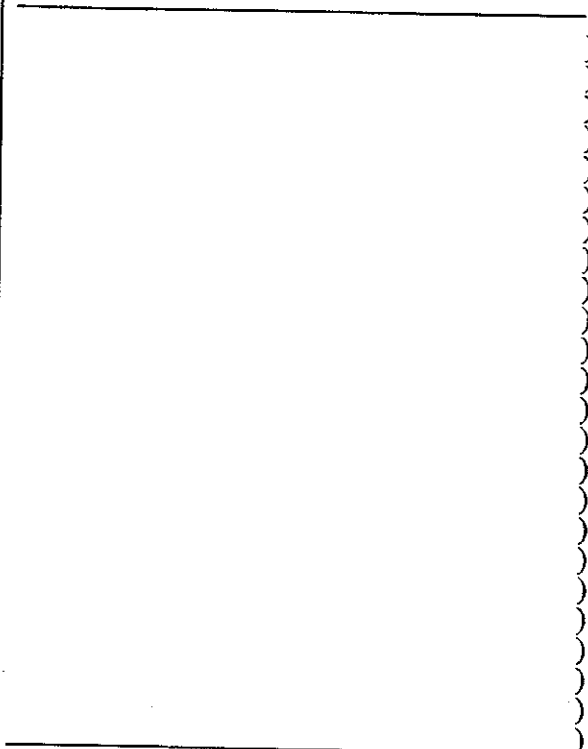
- 1. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE § 1194)**
- 2. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE § 226.7)**
- 3. **WAITING TIME PENALTIES (CAL. LABOR. CODE § 203)**
- 4. **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LABOR CODE § 226)**

**CONFORMED COPY**  
 OF ORIGINAL FILED  
 Los Angeles Superior Court

**AUG 06 2009**

John A. Clarke, Executive Officer/Clerk  
 By *[Signature]* Deputy  
**DAWN ALEXANDER**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



- 5. **IMPROPER DEDUCTIONS AND WITHHOLDINGS (CAL. LABOR CODE §§ 221-224**
- 6. **PAYMENT FOR REQUIRED AND NECESSARY EXPENDITURES (CAL. LABOR CODE § 2802)**
- 7. **CONVERSION (CAL. CIVIL CODE §§ 3336, 3294)**
- 8. **UNSAFE AND UNSANITARY WORKING ENVIRONMENT (CAL. LABOR CODE §§ 2260, 6400-6404)**
- 9. **UNFAIR BUSINESS PRACTICES (CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 ET SEQ.)**

**DEMAND FOR JURY TRIAL**

Plaintiffs VALERIE ALBERTS, RUDOLPH BREILEIN, ROBIN MOTOLA and CYNDI LANE ("PLAINTIFFS"), as individuals, and on behalf of themselves, all others similarly situated, and the general public, complain and allege on information and belief the following against DEFENDANTS AURORA BEHAVIORAL HEALTH CARE, AURORA LAS ENCINAS LLC AURORA CHARTER OAK - LOS ANGELES LLC, AURORA VISTA DEL MAR LLC, AURORA-SAN DIEGO, LLC and DOES 1-100 (individually and collectively referred to as "DEFENDANTS"):

**INTRODUCTION**

1. This case arises out of DEFENDANTS' rampant and willful violation of California's Labor laws at various mental health hospitals operated by Defendant AURORA BEHAVIORAL HEALTH CARE and its affiliates throughout Southern California. DEFENDANTS systematically failed to pay overtime compensation and failed to provide rest and meal periods to their non-exempt hospital employees and routinely required their employees

1 to "work off the clock" in order to complete mandatory paperwork. Additionally,  
2 DEFENDANTS required their employees to provide their own equipment, including cleaning  
3 supplies, and pay for their own mandatory training, and required their employees to work in a  
4 dangerous and unsanitary environment in clear violation of the California Labor Code.  
5 DEFENDANTS' mistreatment of their employees had an adverse effect on the quality of patient  
6 care and has endangered the safety and well being of both hospital employees and patients. By  
7 this action, PLAINTIFFS, on behalf of themselves and all similarly situated employees and  
8 former employees, seek damages, restitution and injunctive relief to correct DEFENDANTS'  
9 unlawful and abusive behavior.

10  
11 JURISDICTION AND VENUE

12 2. The Court has personal jurisdiction over DEFENDANTS because they are  
13 residents of and/or doing business in the State of California.

14  
15 3. Venue is proper in this Court in accordance with Section 395(a) of the California  
16 Code of Civil Procedure because DEFENDANTS, or some of them, reside in Los Angeles  
17 County. Moreover, DEFENDANTS employed PLAINTIFFS in Los Angeles County and the  
18 harms occurred in Los Angeles County.

19  
20 PARTIES

21 4. PLAINTIFFS VALERIE ALBERTS, RUDOLPH BREILEIN, ROBIN MOTOLA  
22 and CYNDI LANE, at all relevant times, were non-exempt employees of DEFENDANTS and  
23 were citizens of the State of California. PLAINTIFFS and all other similarly situated employees  
24 were regularly and systematically denied overtime pay, required to work "off the clock," denied  
25 meal and rest breaks, required to work in unsafe and unsanitary conditions, had improper  
26 deductions taken from their pay checks, and were subjected to other violations of the California  
27 Labor Code, Wage Orders of the California Industrial Welfare Commission and similar

1 provisions of California law.

2  
3 5. PLAINTIFF VALERIE ALBERTS was employed by DEFENDANTS as a registered  
4 nurse at Aurora Las Encinas Hospital from approximately July 14, 2003 until approximately  
5 January 28, 2009. At all relevant times, Plaintiff was a resident of Los Angeles County.

6  
7 6. PLAINTIFF RUDOLPH BREILEIN was employed by DEFENDANTS as a licensed  
8 psychiatric technician at Aurora Las Encinas Hospital from approximately March 2008 until  
9 approximately March 23, 2009. At all relevant times, Plaintiff was a resident of Los Angeles  
10 County.

11  
12 7. PLAINTIFF ROBIN MOTOLA was employed by DEFENDANTS as a registered  
13 nurse and nursing supervisor at Aurora Las Encinas Hospital from approximately 2005 until  
14 approximately October 22, 2007. At all relevant times, Plaintiff was a resident of Los Angeles  
15 County.

16  
17 8. PLAINTIFF CYNDI LANE was employed by DEFENDANTS as a mental health  
18 worker at Aurora Las Encinas Hospital from approximately 2004 through 2006 and from about  
19 October 2007 until approximately June 12, 2009. At all relevant times, Plaintiff was a resident of  
20 Los Angeles County.

21  
22 9. DEFENDANTS AURORA BEHAVIORAL HEALTH CARE, AURORA LAS  
23 ENCINAS LLC, AURORA CHARTER OAK - LOS ANGELES LLC; AURORA VISTA DEL  
24 MAR LLC, and AURORA-SAN DIEGO, LLC and DOES 1 through 25, at all relevant times  
25 were corporations, limited liability companies and/or other business entities conducting business  
26 in the State of California, including Los Angeles County. At all relevant times, DEFENDANTS  
27 owned and or operated mental health hospitals in Southern California at which PLAINTIFFS and  
28

1 PLAINTIFF CLASS MEMBERS were employed, including, Aurora Las Encinas Hospital in  
2 Pasadena, Aurora Charter Oak Hospital in Covina, Aurora Vista Del Mar Hospital in Ventura  
3 and Aurora San Diego Hospital in San Diego. PLAINTIFFS are informed and believe and  
4 thereon allege that Defendants are residents and/or citizens of the State of California.

5  
6 10. The true names and capacities of defendants named herein as DOES 1 through  
7 100, inclusive, whether individual, corporate, associate, or otherwise, are unknown to  
8 PLAINTIFFS, who therefore sue such defendants by such fictitious names. PLAINTIFFS will  
9 amend this Complaint to show the true names and capacities when they have been determined.

10  
11 11. At all times mentioned herein, DEFENDANTS, and each of them, were the  
12 agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates,  
13 each of the other, and at all times pertinent hereto were acting within the course and scope of  
14 their authority as such agents, representatives, employees, successors, assigns, parents,  
15 subsidiaries and/or affiliates.

16  
17 CLASS ACTION ALLEGATIONS

18 12. PLAINTIFFS brings this action on behalf of themselves and all others similarly  
19 situated as a class action pursuant to California Code of Civil Procedure Section 382. The class  
20 that PLAINTIFFS seeks to represent (herein referred to as " PLAINTIFF CLASS") is composed  
21 of DEFENDANTS' employees and former employees who suffered injuries or damages and/or  
22 were otherwise denied wages and monies to which they were entitled within the applicable  
23 statutes of limitation and is defined according to the following subclasses:

24 a. **All non-exempt employees of DEFENDANTS who had responsibility for**  
25 **patient care, including without limitation, registered nurses, licensed**  
26 **psychiatric technicians, mental health workers, social workers and all other**  
27 **similarly situated employees who were denied over time to which they were**

28

1 entitled pursuant to the California Labor Code, the California Industrial  
2 Welfare Commission's ("IWC") Wage Orders and all other applicable  
3 Employment Laws and Regulations. Class members within category a are  
4 hereinafter referred to as "PLAINTIFF PATIENT CARE CLASS."

5  
6 b. All non-exempt employees of DEFENDANTS who were not paid all unpaid  
7 wages due to them upon termination or resignation in the period proscribed  
8 by California Labor Code §§ 201-203. Class members within category b are  
9 hereinafter referred to as "PLAINTIFF WAITING TIME CLASS."

10  
11 c. All non-exempt employees of DEFENDANTS who were not provided with  
12 accurate itemized statements as required by California Labor Code § 226.  
13 Class members within category c above are hereinafter referred to as  
14 "PLAINTIFF ITEMIZED STATEMENT CLASS."

15  
16 d. All employees of DEFENDANTS who were required to purchase or pay for  
17 necessary work expenses such as supplies, key cards and mandatory training  
18 classes in violation of California law, including Labor Code § 2802. Class  
19 members within category d above are hereinafter referred to as  
20 "PLAINTIFF IMPROPER EXPENSES CLASS."

21  
22 e. All employees of DEFENDANTS who had illegal and improper deductions  
23 or withholdings (such as meal tickets and other non-authorized deductions)  
24 from their pay checks in violation of California Labor Code §§ 221-224.  
25 Class members within category e above are hereinafter referred to as  
26 "PLAINTIFF UNLAWFUL DEDUCTIONS CLASS."



1 CLASS to which they were entitled pursuant to the California Labor Code;

2 F. Whether DEFENDANTS improperly required PLAINTIFF UNLAWFUL  
3 DEDUCTIONS CLASS to pay for deducted items and withholding from paychecks of members  
4 of the PLAINTIFF UNLAWFUL DEDUCTIONS CLASS to which they were entitled pursuant  
5 to the California Labor Code;

6 G. Whether DEFENDANTS provided wage statements that accurately  
7 reflected deductions made to the wages of members of the PLAINTIFF ITEMIZED  
8 STATEMENT CLASS;

9 H. Whether DEFENDANTS illegally required the PLAINTIFF IMPROPER  
10 EXPENSES CLASS to purchase or pay for necessary work items or expenses;

11 I. Whether DEFENDANTS required members of the PLAINTIFF UNSAFE  
12 WORK CONDITIONS CLASS to work in unsafe, unhealthy and/or unsanitary working  
13 conditions in violation of Labor Code Sections 2260, 6400-6404;

14 J. Whether DEFENDANTS engaged in unfair business practices;

15 K. Whether DEFENDANTS acted with malice, oppression and/or fraud  
16 thereby justifying the award of punitive and exemplary damages;

17 L. The effect upon and the extent of damages suffered by PLAINTIFF  
18 CLASS and sub-classes and the appropriate amount of compensation.

19

20 15. The claims of PLAINTIFFS pled as class action claims are typical of the claims of  
21 all members of the class as they arise out of the same course of conduct and are predicated on the  
22 same violation(s) of the law. PLAINTIFFS, as representative parties, will fairly and adequately  
23 protect the interests of the class by vigorously pursuing this suit through their attorneys who are  
24 skilled and experienced in handling matters of this type.

25

26 16. The nature of this action and the nature of the laws available to the PLAINTIFF  
27 CLASS and sub classes make use of the class action format a particularly efficient and

28



1 appropriate procedure to afford relief to the PLAINTIFF CLASS. Further, this case involves a  
2 corporate employer and a large number of individual employees possessing claims with common  
3 issues of law and fact. If each employee were required to file an individual lawsuit, the corporate  
4 defendants would necessarily gain an unconscionable advantage since it would be able to exploit  
5 and overwhelm the limited resources of each individual plaintiff with its vastly superior financial  
6 and legal resources. Requiring each class member to pursue an individual remedy would also  
7 discourage the assertion of lawful claims by employees who would be disinclined to pursue an  
8 action against their present and/or former employer for an appreciable and justifiable fear of  
9 retaliation and permanent damage to their careers at present and/or subsequent employment.  
10 Proof of a common business practice or factual pattern, of which the named plaintiff  
11 experienced, is representative of the class mentioned herein and will establish the right of each of  
12 the members of the class to recovery on the claims alleged herein.

13  
14 17. The prosecution of separate actions by the individual class members, even if  
15 possible, would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications  
16 with respect to the individual class members against the defendants herein; and/or (b) legal  
17 determinations with respect to individual class members which would, as a practical matter, be  
18 dispositive of the other class members not parties to the adjudications or which would  
19 substantially impair or impede the ability of class members to protect their interests. Further, the  
20 claims of the individual members of the class are not sufficiently large to warrant vigorous  
21 individual prosecution considering all of the concomitant costs and expenses attending thereto.  
22 PLAINTIFFS are also unaware of any difficulties that are likely to be encountered in the  
23 management of this action that would preclude its maintenance as a class action.

24  
25  
26 **FACTS COMMON TO ALL CAUSES OF ACTION**

27 18. Throughout their employment with DEFENDANTS, PLAINTIFFS were non-

1 exempt employees who, under California law, are and were entitled to overtime compensation  
2 and meal and rest breaks. Nonetheless, DEFENDANTS systematically failed to pay overtime  
3 compensation and failed to provide rest and meal breaks to PLAINTIFFS and members of  
4 PLAINTIFF PATIENT CARE CLASS.

5  
6 19. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS  
7 operated hospitals which are and were chronically understaffed. As a result, in order to meet  
8 patient needs and to fulfill mandatory regulations regarding staff to patient ratios and the  
9 completion of required documents and paperwork, PLAINTIFFS and members of PLAINTIFF  
10 PATIENT CARE CLASS were regularly required by DEFENDANTS to work "off the clock"  
11 in order to complete necessary paper work and attend to patient needs as there is not enough time  
12 during regular shifts for PLAINTIFFS and PLAINTIFF PATIENT CARE CLASS members to  
13 complete their required duties and to fulfill their mandatory obligations. PLAINTIFFS are  
14 further informed and believe and thereon allege that for the past four years, and prior thereto,  
15 DEFENDANTS have been aware that their hospitals are understaffed, which presented a serious  
16 risk to the welfare of both employees and patients of the hospital, and that as a result  
17 PLAINTIFFS and members of PLAINTIFF PATIENT CARE CLASS must work overtime to  
18 fulfill their obligations and duties. Nonetheless, DEFENDANTS systematically failed to pay  
19 overtime wages to PLAINTIFFS and members of PLAINTIFF PATIENT CARE CLASS. Indeed,  
20 DEFENDANTS required PLAINTIFFS and members of PLAINTIFF PATIENT CARE CLASS  
21 to clock out at the end of their regular shifts, even if there was mandatory paperwork to be  
22 completed so that PLAINTIFFS and members of PLAINTIFF PATIENT CARE CLASS would  
23 have to complete this paperwork "off the clock." Moreover, PLAINTIFFS are further informed  
24 and believe and thereon allege that those employees who requested overtime pay after having  
25 worked overtime were (and are) subjected to discipline and retaliation for having worked  
26 overtime.

1           20. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS  
2 maintained a policy at their hospitals wherein, PLAINTIFFS and members of PLAINTIFF  
3 PATIENT CARE CLASS were required to clock in and out for meal and rest breaks, regardless  
4 of whether such breaks were taken. As a result of these policies, PLAINTIFFS and members of  
5 PLAINTIFF PATIENT CARE CLASS were denied proper compensation for having had to work  
6 during their required rest and meal breaks. Moreover, PLAINTIFFS are further informed and  
7 believe and thereon allege that those employees who requested overtime pay after having worked  
8 during rest and/or meal breaks were (and are) subjected to discipline and retaliation for having  
9 worked overtime.

10  
11           21. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS  
12 regularly required PLAINTIFFS and members of PLAINTIFF PATIENT CARE CLASS to  
13 attend mandatory meetings and participate in mandatory training and other activities but failed to  
14 compensate PLAINTIFFS and PLAINTIFF PATIENT CARE CLASS members for the time  
15 spent at these work required activities.

16  
17           22. PLAINTIFFS are further informed and believe and thereon allege that  
18 DEFENDANTS routinely denied, and continue to deny PLAINTIFFS and members of  
19 PLAINTIFF UNLAWFUL DEDUCTIONS CLASS wages due by making improper,  
20 unauthorized and illegal deductions from employee pay checks for various unauthorized items  
21 and expenses, such as meal tickets. As a result of these illegal and unauthorized deductions,  
22 PLAINTIFFS and members of PLAINTIFF UNLAWFUL DEDUCTIONS CLASS have incurred  
23 damages in the form of lost wages.

24  
25           23. PLAINTIFFS are further informed and believe and thereon allege that  
26 DEFENDANTS routinely required PLAINTIFFS and members of PLAINTIFF IMPROPER  
27 EXPENSES CLASS to provide and or pay for their own equipment, including cleaning supplies  
28

1 and medical devices, and to pay for other mandatory items such as parking badges and/or key  
2 cards. In particular, PLAINTIFFS are informed and believe and thereon allege that  
3 DEFENDANTS wrongfully collected \$20.00 from PLAINTIFFS and members of the  
4 PLAINTIFF IMPROPER EXPENSES CLASS for a card-key which all employees were required  
5 to obtain.

6  
7 24. PLAINTIFFS are further informed and believe and thereon allege that  
8 DEFENDANTS also routinely required PLAINTIFFS and members of PLAINTIFF PATIENT  
9 CARE CLASS and PLAINTIFF IMPROPER EXPENSES CLASS to pay for their own  
10 mandatory training and failed to compensate PLAINTIFFS and members of PLAINTIFF  
11 PATIENT CARE CLASS for time spent during mandatory training. PLAINTIFFS are further  
12 informed and believe and thereon allege that DEFENDANTS failed to pay their employees for  
13 mandatory training and testing in an effort to save money to the detriment of the safety and  
14 welfare of their patients. For example, PLAINTIFFS are further informed and believe and  
15 thereon allege that when PLAINTIFFS and members of PLAINTIFF PATIENT CARE class  
16 were required to take a mandatory exam, DEFENDANTS informed PLAINTIFFS and members  
17 of PLAINTIFF PATIENT CARE CLASS not to spend time studying for these tests so that  
18 DEFENDANTS would not be required to compensate PLAINTIFFS and members of  
19 PLAINTIFF PATIENT CARE CLASS for their time spent studying and instead provided  
20 PLAINTIFFS and members of PLAINTIFF PATIENT CARE CLASS with the answers to the  
21 exam.

22  
23 25. PLAINTIFFS are further informed and believe and thereon allege DEFENDANTS  
24 required PLAINTIFFS and members of PLAINTIFF UNSAFE WORK CONDITIONS CLASS  
25 to work in dangerous, unsafe and unsanitary work environments. Examples of the unsafe and  
26 unsanitary work environment include, without limitation, failing to provide sufficient soap and  
27 cleaning supplies, failing to provide clean drinking water, failing to provide clean and/or  
28

1 functioning toilets, having a toilet(s) with no sink, not having sufficient precautions to protect  
2 employees from potentially dangerous patients, and requiring employees to use substandard  
3 and/or unsafe equipment, including needles, blood pressure cuffs, and stethoscopes. As a result,  
4 employees were required to purchase items such as cleaning supplies, needles, blood pressure  
5 cuffs and stethoscopes at their own expense.

6  
7 26. PLAINTIFFS are informed and believe and thereon allege DEFENDANTS failed  
8 to provide PLAINTIFFS and members of the PLAINTIFF ITEMIZED STATEMENTS CLASS  
9 with accurate itemized statements as required by Cal. Labor Code § 226. In particular,  
10 DEFENDANTS knowingly and intentionally represented on the payroll stubs that PLAINTIFF  
11 and members of the PLAINTIFF ITEMIZED STATEMENT CLASS received proper  
12 compensation for the hours they worked. In reality, as stated above, neither PLAINTIFF nor  
13 members of the PLAINTIFF ITEMIZED STATEMENT CLASS received all overtime  
14 compensation to which they were owed. PLAINTIFFS are further informed and believe and  
15 thereon allege that DEFENDANTS knowingly and intentionally falsified the aforementioned  
16 payroll records in order to conceal its unlawful payment practices – in particular, the fact that  
17 DEFENDANTS were not paying their non-exempt employees all the wages due.

18  
19 27. PLAINTIFFS are informed and believes and thereon allege DEFENDANTS also  
20 wilfully and intentionally failed to pay PLAINTIFFS and members of the PLAINTIFF WAITING  
21 TIME CLASS all wages due upon their termination or resignation from DEFENDANTS as  
22 required by Cal. Labor Code §§ 201-203.

23  
24 28. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS'  
25 unlawful practices as alleged herein were and are widespread and systemic throughout  
26 DEFENDANTS' hospitals in Southern California, including Aurora Las Encinas Hospital in  
27 Pasadena, Aurora Charter Oak Hospital in Covina, Aurora Vista Del Mar Hospital in Ventura

1 and Aurora San Diego Hospital in San Diego, and have adversely affected all non-exempt  
2 employees including, without limitation, registered nurses, licensed psychiatric technicians,  
3 mental health workers and social workers. PLAINTIFFS are further informed and believe and  
4 thereon allege that members of the PLAINTIFF CLASS, including the sub classes, were and are  
5 subjected to the same unlawful payment practices as PLAINTIFFS. As a result of  
6 DEFENDANTS' illegal practices, the members of PLAINTIFF CLASS, including the sub  
7 classes, were not and are not paid all overtime wages that they earned, had improper deductions  
8 taken from their pay checks, lost money as a result of being required to pay for equipment and  
9 mandatory training and suffered damages resulting from these illegal practices. PLAINTIFFS  
10 are further informed and believe, and thereon allege that the failure of DEFENDANTS to pay  
11 PLAINTIFF and the members of the PLAINTIFF CLASS all wages due (including overtime and  
12 rest breaks) and requiring employees to pay for equipment and training was willful, purposeful,  
13 and unlawful and done in accordance with the policies and practices of DEFENDANTS'  
14 operations.

15  
16  
17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME COMPENSATION**

19 **(CALIFORNIA LABOR CODE SECTION 1194)**

20 By PLAINTIFFS in their individual capacities and in their capacities as representatives of all  
21 similarly situated members of the PLAINTIFF PATIENT CARE CLASS against all  
22 DEFENDANTS.

23 29. PLAINTIFFS reallege and incorporate, by reference, as though fully set forth  
24 herein, the allegations contained in paragraphs 1 to 28.

25  
26 30. DEFENDANTS routinely required PLAINTIFFS and members of the PLAINTIFF  
27 PATIENT CARE CLASS to work more than eight (8) hours per day, twelve (12) hours per day,  
28

1 and/or forty (40) hours per week.

2  
3 31. DEFENDANTS failed to fully compensate PLAINTIFFS and members of the  
4 PLAINTIFF PATIENT CARE CLASS for all overtime wages they earned. In particular,  
5 DEFENDANTS knew that their hospitals were understaffed and, as a result PLAINTIFFS and  
6 members of PLAINTIFF PATIENT CARE CLASS would not be able to fulfil their mandatory  
7 duties to care for their patients and comply with applicable regulations and procedures within  
8 their regular work shifts and therefore had to work "off the clock" in order to be able to fulfil  
9 their duties to their patients and to comply with applicable regulations for health care workers.  
10 As results of DEFENDANTS' knowing and intentional policies and procedures, PLAINTIFFS  
11 and members of the PLAINTIFF PATIENT CARE CLASS were not properly compensated for  
12 having worked overtime.

13  
14 32. PLAINTIFFS are informed and believe, and thereon allege that the failure of  
15 DEFENDANTS to fully compensate PLAINTIFFS and the PLAINTIFF PATIENT CARE  
16 CLASS for overtime work was willful, purposeful, and unlawful and done in accordance with  
17 the policies and practices of DEFENDANTS' operations.

18  
19 33. As a proximate cause of the aforementioned violations, PLAINTIFFS and the  
20 PLAINTIFF PATIENT CARE CLASS has been damaged in an amount according to proof at  
21 time of trial, but in an amount in excess of the jurisdiction of this Court. PLAINTIFFS and the  
22 PLAINTIFF PATIENT CARE CLASS are entitled to recover the unpaid balance of wages owed,  
23 penalties, including penalties available pursuant to California Labor Code Section 558, plus  
24 interest, reasonable attorney fees and costs of suit according to the mandate of California Labor  
25 Code Section 1194, et. seq, and punitive damages for DEFENDANTS' oppressive, malicious,  
26 intentional, and fraudulent actions.

27  
28

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION**

3 **(CALIFORNIA LABOR CODE SECTION 226.7 AND 512)**

4 By PLAINTIFFS in their individual capacities and in their capacities as representatives of all  
5 similarly situated members of the PLAINTIFF PATIENT CARE CLASS against all  
6 DEFENDANTS.

7 34. PLAINTIFFS reallege and incorporate, by reference, as though fully set forth  
8 herein, the allegations contained in paragraphs 1 to 33.

9  
10 35. DEFENDANTS failed to provide PLAINTIFFS and members of the PLAINTIFF  
11 PATIENT CARE CLASS with uninterrupted, work-free 30-minute meal periods for shifts in  
12 excess of five (5) hours worked and to compensate them for these missed meal periods as  
13 required by law.

14  
15 36. DEFENDANTS, throughout PLAINTIFFS' employment with DEFENDANTS,  
16 failed to give PLAINTIFFS breaks for shifts in excess of four (4) hours as required by law and  
17 failed to compensate them for missed rest breaks. DEFENDANTS also failed to give members of  
18 the PLAINTIFF PATIENT CARE CLASS breaks for shifts in excess of four (4) hours as  
19 required by law and failed to compensate them for missed rest breaks.

20  
21 37. PLAINTIFFS are informed and believe, and thereon allege that the failure of  
22 DEFENDANTS to provide meal and rest breaks and to compensate PLAINTIFFS and the  
23 PLAINTIFF PATIENT CARE CLASS for these missed meal and rest breaks was willful,  
24 purposeful, and unlawful and done in accordance with the policies and practices of  
25 DEFENDANTS' operations. In particular, DEFENDANTS knew that their hospitals were  
26 understaffed and, as a result PLAINTIFFS and members of PLAINTIFF PATIENT CARE  
27 CLASS would not be able to fulfil their mandatory duties to care for their patients and comply



1 with applicable regulations and procedures if they were to take their meal and rest breaks. As  
2 results of DEFENDANTS' knowing and intentional policies and procedures, PLAINTIFFS and  
3 members of the PLAINTIFF PATIENT CARE CLASS were denied rest and meal breaks and  
4 were not properly compensated for having missed these breaks.

5  
6 38. As a proximate cause of the aforementioned violations, PLAINTIFFS and  
7 members of the PLAINTIFF PATIENT CARE CLASS have been damaged in an amount  
8 according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.  
9 PLAINTIFFS and the PLAINTIFF CLASS are entitled to recover the unpaid balance of wages  
10 owed, penalties, including penalties available pursuant to California Labor Code Sections 226,  
11 226.7, 558, plus interest, reasonable attorney fees and costs of suit according to the mandate of  
12 California Labor Code, Section 1194, et. seq. and punitive damages for DEFENDANTS'  
13 oppressive, malicious, intentional, and fraudulent actions.

14  
15  
16 **THIRD CAUSE OF ACTION**

17 **(WAITING TIME PENALTIES PURSUANT TO CALIFORNIA LABOR CODE § 203)**

18 By PLAINTIFFS in their individual capacities and in their capacities as representatives of all  
19 similarly situated members of the PLAINTIFF WAITING TIME CLASS against all  
20 DEFENDANTS.

21 39. PLAINTIFFS reallege and incorporate, by reference, as though fully set forth  
22 herein, the allegations contained in paragraphs 1 to 38.

23  
24 40. Pursuant to California Labor Code § 201, if an employer discharges an employee,  
25 the wages earned and unpaid at the time of the discharge are due and payable immediately.  
26 Pursuant to California Labor Code § 202, if an employee quits his or her employment, the wages  
27 earned and unpaid at the time of the discharge are due and payable within seventy-two (72) hours

28

1 of the resignation.

2

3 41. PLAINTIFFS are informed and believe that PLAINTIFFS and members of the  
4 PLAINTIFF WAITING TIME CLASS have resigned or were terminated from their employment  
5 with DEFENDANTS and have not received the overtime compensation and other wages they  
6 rightfully earned.

7

8 42. DEFENDANTS, and each of them, willfully refused and continue to refuse to pay  
9 PLAINTIFFS and members of PLAINTIFF WAITING TIME CLASS all wages earned,  
10 including overtime and compensation for meal and rest breaks, in a timely manner, as required by  
11 California Labor Code § 203. PLAINTIFFS, on behalf of themselves and all members of the  
12 PLAINTIFF WAITING TIME CLASS, therefore requests restitution and penalties as provided  
13 by California Labor Code § 203.

14

15

16

**FOURTH CAUSE OF ACTION**

17

**FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

18

**(CAL. LABOR CODE § 226)**

19

20 By PLAINTIFFS in their individual capacities and in their capacities as representatives of all  
21 similarly situated members of the PLAINTIFF ITEMIZED STATEMENT CLASS against all  
22 DEFENDANTS.

22

23

43. PLAINTIFF realleges and incorporates, by reference, as though fully set forth  
24 herein, the allegations contained in paragraphs 1 to 42.

24

25

26

27

44. DEFENDANTS failed to provide PLAINTIFFS and members of the PLAINTIFF  
26 ITEMIZED STATEMENT CLASS with accurate itemized statements as required by Cal. Labor  
27 Code § 226. In particular, PLAINTIFFS are informed and believe and thereon allege that

28

1 DEFENDANTS knowingly and intentionally did not state on PLAINTIFFS' and members of the  
2 PLAINTIFF ITEMIZED STATEMENT CLASS' payroll records the correct amount of overtime  
3 they had earned for having worked in excess of eight (8) hours per day, (12) hours per day  
4 and/or 40 hours per week.

5  
6 45. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS  
7 knowingly and intentionally falsified the aforementioned payroll records in order to conceal its  
8 unlawful payment practices. As a result, PLAINTIFFS and members of the PLAINTIFF  
9 ITEMIZED STATEMENT CLASS are entitled to recover the greater of all actual damages or  
10 fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars  
11 (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate  
12 penalty of four thousand dollars (\$4,000), and are entitled to an award of costs and reasonable  
13 attorney fees.

14  
15 **FIFTH CAUSE OF ACTION**  
16 **IMPROPER DEDUCTIONS AND WITHHOLDINGS**  
17 **CALIFORNIA LABOR CODE SECTIONS 221-224**

18 By PLAINTIFFS in their individual capacities and in their capacities as representatives of all  
19 similarly situated members of the PLAINTIFF UNLAWFUL DEDUCTIONS CLASS against all  
20 DEFENDANTS.

21 46. PLAINTIFFS reallege and incorporate, by reference, as though fully set forth  
22 herein, the allegations contained in paragraphs 1 to 45.

23  
24 47. Pursuant to Labor Code §§ 221-224 and 2860, it is unlawful for an employer to  
25 collect or receive from an employee any part of the employees' wages and to make improper,  
26 unlawful and/or unauthorized deductions from employees' pay checks.

27  
28



1           52. As described above, PLAINTIFFS are informed and believe and thereon allege  
2 that PLAINTIFFS and members of the PLAINTIFF IMPROPER EXPENSES CLASS were  
3 forced to make expenditures to purchase materials required for work, such as supplies, key cards,  
4 and were required to pay for the cost of mandatory training. These expenditures occurred as a  
5 condition of employment with DEFENDANTS. DEFENDANTS, however, failed to indemnify  
6 and reimburse PLAINTIFFS and members of the PLAINTIFF IMPROPER EXPENSES CLASS  
7 as an employer is required to do. Furthermore, DEFENDANTS made unlawful deductions  
8 and/or set-offs from PLAINTIFFS' wages and from wages of members of PLAINTIFF  
9 IMPROPER EXPENSES CLASS, and failed to properly itemize all deductions from wages in  
10 violation of Labor Code §§ 226 and 2802

11  
12           53. PLAINTIFFS and members the PLAINTIFF IMPROPER EXPENSES CLASS  
13 suffered losses within the meaning of Labor Code § 2802 by means of the conduct alleged herein.  
14 In violation of state law, DEFENDANTS have knowingly and willfully refused to perform their  
15 obligations and failed to properly indemnify and reimburse PLAINTIFFS and members of  
16 PLAINTIFF IMPROPER EXPENSES CLASS .

17  
18           54. As a proximate result of the aforementioned violations, PLAINTIFFS have been  
19 damaged in an amount according to proof at time of trial, but in an amount in excess of the  
20 jurisdiction of this Court. Therefore, all members of the PLAINTIFF IMPROPER EXPENSES  
21 CLASS, including PLAINTIFFS, are entitled to recover the unpaid balance of wages  
22 DEFENDANTS owe them, plus interest, penalties, attorney's fees, expenses, and costs of suit.

23  
24  
25  
26  
27  
28

1 **SEVENTH CAUSE OF ACTION**

2 **CONVERSION**

3 **(CALIFORNIA CIVIL CODE §§ 3336 AND 3294)**

4 By PLAINTIFFS in their individual capacities and in their capacities as representatives of all  
5 similarly situated members of the PLAINTIFF PATIENT CARE CLASS, PATIENT  
6 IMPROPER EXPENSES CLASS and UNLAWFUL DEDUCTIONS CLASS against all  
7 DEFENDANTS

8 55. PLAINTIFFS reallege and incorporate, by reference, as though fully set forth  
9 herein, the allegations contained in paragraphs 1 to 54.

10  
11 56. As alleged above, PLAINTIFFS are informed and believe and thereon allege that  
12 DEFENDANTS wrongfully withheld earned wages from PLAINTIFFS and members of the  
13 PLAINTIFF PATIENT CARE CLASS, PATIENT IMPROPER EXPENSES CLASS and  
14 UNLAWFUL DEDUCTIONS CLASS . In particular, DEFENDANTS failed to pay  
15 PLAINTIFFS and members of the PLAINTIFF PATIENT CARE CLASS, PATIENT  
16 IMPROPER EXPENSES CLASS and UNLAWFUL DEDUCTIONS CLASS all overtime wages  
17 they earned and failed to compensate them for missed meal and rest breaks and other  
18 compensation and monies owed to pursuant to the applicable California employment laws and  
19 regulations.

20  
21 57. At all relevant times, DEFENDANTS had and continue to have a legal obligation  
22 imposed by statute to pay PLAINTIFFS and members of the PLAINTIFF PATIENT CARE  
23 CLASS, PATIENT IMPROPER EXPENSES CLASS and UNLAWFUL DEDUCTIONS CLASS  
24 all earned wages and other compensation and monies due to them. Such wages and  
25 compensation and monies belonged to PLAINTIFFS and members of the PLAINTIFF PATIENT  
26 CARE CLASS, PATIENT IMPROPER EXPENSES CLASS and UNLAWFUL DEDUCTIONS  
27 CLASS at the time the labor and services were provided to DEFENDANTS, and accordingly,

1 such wages and compensation are the property of PLAINTIFFS and members of the PLAINTIFF  
2 PATIENT CARE CLASS, PATIENT IMPROPER EXPENSES CLASS and UNLAWFUL  
3 DEDUCTIONS CLASS, not DEFENDANTS.  
4

5 58. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS  
6 knowingly and intentionally failed to pay PLAINTIFFS and members of the PLAINTIFF  
7 PATIENT CARE CLASS all overtime compensation for overtime hours worked, knowingly and  
8 intentionally failed to compensate PLAINTIFFS and members of the PLAINTIFF PATIENT  
9 CARE CLASS for missed meal and rest breaks, and knowingly and intentionally failed to  
10 provide other compensation due to PLAINTIFFS and members of the PLAINTIFF PATIENT  
11 CARE CLASS, PATIENT IMPROPER EXPENSES CLASS and UNLAWFUL DEDUCTIONS  
12 CLASS. Instead, DEFENDANTS converted PLAINTIFFS' and members of the PLAINTIFF  
13 PATIENT CARE CLASS, PATIENT IMPROPER EXPENSES CLASS and UNLAWFUL  
14 DEDUCTIONS CLASS rightfully earned wages and converted them to DEFENDANTS' own  
15 use and benefit.  
16

17 59. PLAINTIFFS and members of the PLAINTIFF PATIENT CARE CLASS,  
18 PATIENT IMPROPER EXPENSES CLASS and UNLAWFUL DEDUCTIONS CLASS have  
19 been injured by DEFENDANTS' intentional conversion of such wages and compensation.  
20 PLAINTIFFS and the PLAINTIFF PATIENT CARE CLASS, PATIENT IMPROPER  
21 EXPENSES CLASS and UNLAWFUL DEDUCTIONS CLASS are entitled to immediate  
22 possession of all amounts converted by DEFENDANTS, with interest, as well as any and all  
23 profits that DEFENDANTS acquired by their unlawful conversion.  
24

25 60. DEFENDANTS' actions constituting conversion were oppressive, malicious, and  
26 fraudulent, and were concealed by DEFENDANTS, and each of them, from named PLAINTIFFS  
27 and members of the PLAINTIFF PATIENT CARE CLASS, PATIENT IMPROPER EXPENSES  
28

1 CLASS and UNLAWFUL DEDUCTIONS CLASS as hereinbefore alleged. PLAINTIFFS and  
2 members of the PLAINTIFF PATIENT CARE CLASS, PATIENT IMPROPER EXPENSES  
3 CLASS and UNLAWFUL DEDUCTIONS CLASS have been injured by DEFENDANTS'  
4 oppressive, malicious, intentional and fraudulent actions, entitling PLAINTIFFS and the  
5 members of PLAINTIFF PATIENT CARE CLASS, PATIENT IMPROPER EXPENSES CLASS  
6 and UNLAWFUL DEDUCTIONS CLASS to punitive and exemplary damages.

7  
8 **EIGHTH CAUSE OF ACTION**

9 **UNSAFE AND UNSANITARY WORKING ENVIRONMENT**

10 **(CALIFORNIA LABOR CODE SECTIONS 2260, 6400-6404)**

11 By PLAINTIFFS in their individual capacity and in their capacity as a representative of all  
12 similarly situated members of the PLAINTIFF UNSAFE WORK CONDITIONS CLASS against  
13 all DEFENDANTS.

14 61. PLAINTIFFS reallege and incorporate, by reference, as though fully set forth  
15 herein, the allegations contained in paragraphs 1 to 60.

16 62. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS  
17 required PLAINTIFFS and members of PLAINTIFF UNSAFE WORK CONDITIONS CLASS  
18 to work in dangerous, unsafe and unsanitary work environments. Examples of the unsafe and  
19 unsanitary work environment include, without limitation, failing to provide sufficient soap and  
20 cleaning supplies, failing to provide clean drinking water, failing to provide clean and/or  
21 functioning toilets, having a toilet(s) with no sink, not having sufficient precautions to protect  
22 employees from potentially dangerous patients, and requiring employees to use substandard  
23 and/or unsafe equipment, including needles, blood pressure cuffs, and stethoscopes.

24  
25 63. As results of DEFENDANTS' knowing and intentional policies and procedures,  
26 PLAINTIFFS and members of the PLAINTIFF UNSAFE WORK CONDITIONS CLASS  
27 sustained damages and were forced to incur expenses.








1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

described above;

- 3. For general and compensatory damages, according to proof;
- 4. For restitution of all monies due to PLAINTIFF and the members of the PLAINTIFF CLASS, including sub-classes, and disgorgement of profits from the unlawful business practices of DEFENDANTS;
- 5. For waiting time penalties pursuant to California Labor Code Section 203;
- 6. For penalties pursuant to California Labor Code Sections 226, 558, and all other applicable Labor Code and/or Employment Laws and Regulations;
- 7. For interest accrued to date;
- 8. For costs of the suit incurred herein;
- 9. For punitive damages and exemplary damages, according to proof;
- 10. For attorney fees and costs pursuant to California Labor Code Sections 226 and 1194; and California Code of Civil Procedure Section 1021.5.
- 11. For such other and further relief that the Court may deem just and proper.

DATED: August 5, 2009

Respectfully submitted,  
SCHONBRUN DESIMONE SEPLow  
HARRIS & HOFFMAN LLP

By   
Benjamin Schonbrun  
Michel D. Seplow  
Michael Morrison  
Attorneys for Plaintiffs

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28


DEMAND FOR JURY TRIAL

PLAINTIFFS and members of the PLAINTIFF CLASS, including the sub classes, hereby demand a trial by jury on all issues so triable.

DATED: August 5, 2009

Respectfully submitted,

SCHONBRUN DESIMONE SELOW  
HARRIS & HOFFMAN LLP

By  \_\_\_\_\_  
Benjamin Schonbrun  
Michael D. Seplow  
Michael Morrison  
Attorneys for Plaintiffs