

Jun 11, 2015 3:57 PM

David H. Yamasaki  
Chief Executive Officer/Clerk  
Superior Court of CA, County of Santa Clara  
Case #1-15-CV-280200 Filing #G-73565  
By R. Walker, Deputy

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**SUPERIOR COURT OF CALIFORNIA**

**BY AND FOR THE COUNTY OF SANTA CLARA**

ROSALIA RODRIGUEZ AND OFELIA  
PEREZ, individuals, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

HOME CARE ASSISTANCE, INC., a California  
Corporation, and DOES 1 to 100,

Defendants.

) Case No. 115CV280200

) **CLASS ACTION**

) **FIRST AMENDED COMPLAINT FOR  
DAMAGES, RESTITUTION, AND  
INJUNCTIVE RELIEF:**

) **(1) FAILURE TO PAY ALL OWED  
WAGES IN VIOLATION OF LAB.  
CODE §§ 204, 1194, AND 1197 AND IWC  
WAGE ORDER 15-2001;**

) **(2) FAILURE TO PAY OVERTIME  
COMPENSATION IN VIOLATION OF  
CAL. LAB. CODE §§ 1454, 1194 AND  
1198;**

) **(3) FAILURE TO PROVIDE ACCURATE  
WAGE STATEMENTS IN VIOLATION OF  
CAL. LAB. CODE § 226;**

) **(4) FAILURE TO PROVIDE WAITING  
TIME PENALTIES IN VIOLATION OF  
CAL. LAB. CODE §§ 201-203;**

) **(5) UNFAIR COMPETITION IN  
VIOLATION OF CAL. BUS. & PROF.  
CODE § 17200 *et seq.*;**

) **(6) PENALTIES PURSUANT TO THE**

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) **LABOR CODE PRIVATE ATTORNEYS**  
) **GENERAL ACT OF 2004, CAL. LAB.**  
) **CODE §§ 2699, ET SEQ.**  
)  
)  
) **DEMAND FOR JURY TRIAL**

Plaintiffs Rosalia Rodriguez and Ofelia Perez (collectively “Plaintiffs”), by and through their attorneys, bring this action on behalf of themselves and all other persons currently or formerly employed by Home Care Assistance Inc. (“HCA”), and DOES 1 through 100, inclusive (collectively “Defendants”). All allegations in this First Amended Complaint are based upon information and belief except for those allegations which pertain to the Plaintiffs named herein and their counsel. Each allegation in this First Amended Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

**NATURE OF THE ACTION**

1. Plaintiffs, and the Class they seek to represent, work as professional caregivers. Defendant HCA is a national provider of live-in and hourly home care for elderly and ill individuals. Plaintiffs and the Class they seek to represent were or are employed by Defendant HCA in California as caregivers of Defendant HCA’s clients. While Defendant HCA advertises itself as the most affordable business of its kind, it fails to properly compensate its California caregiver employees who work physically and mentally strenuous shifts, sometimes up to 24-hours for six consecutive days.

2. To redress the harms suffered, on behalf of themselves and all others similarly situated non-exempt employees currently and formerly employed by Defendants in California, Plaintiffs bring claims for: (1) failure to pay California minimum wages and wages owed in violation of Labor Code §§ 204 (failure to timely pay wages owed), 1194, and 1197 (failure to pay the mandated wages), Code Regs. Tit. 8 Section 11150, and Industrial Welfare Commission Wage Order Number 15-2001; (2) failure to pay overtime compensation in violation of Labor Code §§ 1194, 1198, and 1454; (3) failure to issue accurate wage statements in violation of Labor Code § 226; (4) failure to provide waiting time penalties in violation of Labor Code §§ 201-203; (5)

1 violations of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*; and/or (6)  
2 violation of the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2699, *et*  
3 *seq.*

4 **PARTIES**

5 3. Plaintiff Rosalia Rodriquez resides in Martinez, part of Contra Costa County,  
6 California, and is a professional caregiver. Plaintiff Rodriquez has been attending to Defendants'  
7 clients in private homes since around 2009 to the present. At all relevant times, at Defendants'  
8 direction, Plaintiff Rodriquez worked in or around Santa Clara County.

9 4. Plaintiff Ofelia Perez resides in Los Gatos, part of Santa Clara County, California, and  
10 is a professional caregiver. Defendants employed Plaintiff Perez from about August 2011 through  
11 about February 2013, at which times, at Defendants' direction, Plaintiff Perez attended to  
12 Defendants' clients in private homes. At all relevant times, at Defendants' direction, Plaintiff  
13 Perez worked in or around Santa Clara County. Plaintiff Perez attended to Defendants' hourly and  
14 live-in clients.

15 5. Defendant HCA is a California corporation, headquartered in Palo Alto, Santa Clara  
16 County, California, and is a nationwide home-care company that provides non-medical, in-home  
17 senior care to its clients. At all relevant times, Defendant HCA has been an employer of Plaintiffs  
18 and the Class within the relevant Wage Orders and under California law.

19 6. Plaintiffs are ignorant of the true names and capacities of Doe Defendants and therefore  
20 sue them by fictitious names. Plaintiffs will amend this First Amended Complaint to allege the  
21 true names and capacities of the Doe Defendants when ascertained. Plaintiffs are informed and  
22 believe, and thereon allege, that each of these fictitiously named Defendants is responsible in some  
23 manner for the occurrences alleged herein. Plaintiffs are further informed and believe, and allege  
24 thereon, that at all times relevant, Doe Defendants have held executive positions with Defendants,  
25 and/or have acted on behalf of Defendants by exercising decision-making responsibility for and by  
26 establishing unlawful wage and hour practices or policies for Defendants.

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1 **JURISDICTION AND VENUE**

2 7. This Court has jurisdiction over this action pursuant to Civil Procedure Code § 410.10,  
3 Labor Code §§ 1194 and Business and Professions Code § 17203. The action is also brought  
4 pursuant to California Civil Procedure Code § 382. Plaintiffs bring this action on their own behalf,  
5 and on behalf of all persons within the defined Class. The monetary damages sought by Plaintiffs  
6 total in excess of this Court’s jurisdictional minimum.

7 8. Venue is proper in this Court pursuant to California Civil Procedure Code §§ 395 and  
8 395.5 because Defendants maintain offices, transact business, and/or have agents in the County of  
9 Santa Clara and throughout the State of California. Defendants are also otherwise within this  
10 Court’s jurisdiction for purposes of service of process. The unlawful acts alleged herein have a  
11 direct effect on Plaintiffs and those similarly situated within the State of California. Defendants  
12 operate entities and provide numerous services in Santa Clara County as well as in other counties  
13 within the State of California, and employ numerous Class members in or around Santa Clara  
14 County.

15 **THE UNLAWFUL CONDUCT**

16 9. Defendant HCA is a business that specializes in providing long term in-home living  
17 assistance for elderly and ill individuals. The corporate headquarters is located at 525 University  
18 Avenue, Suite 605, Palo Alto, California 94301. Defendant HCA’s agent for service of process is  
19 located at 148 Hawthorne Avenue, Palo Alto, California 94303. Defendants employ California  
20 employees in at least ten (10) different Counties within the State of California.

21 10. Defendant HCA advertises itself as “The Leading [most affordable] Provider of Live-In  
22 Care.”

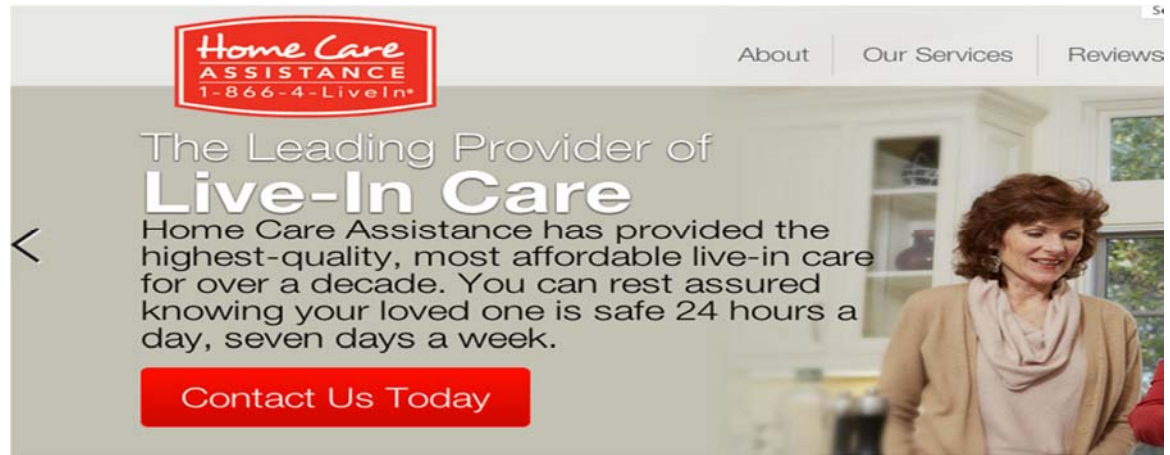
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8 <<http://homecareassistance.com>> (as of April 14, 2015).

9 11. Defendants provide either hourly care or live-in care to its clients.

10 12. Defendants hired Plaintiff Rosalia Rodriquez in 2009 to care for elderly and ill  
11 individuals in their respective homes. Defendants currently still employ Plaintiff Rodriquez;  
12 however, since about November 2014, Plaintiff Rodriquez has been on disability leave due to  
13 exhaustion or other work-related disabling condition.

14 13. Defendants hired Plaintiff Ofelia Perez in or around August 2011 to care for elderly and  
15 ill individuals in their respective homes. Defendants employed Plaintiff Perez until about February  
16 2013. As Defendants' caregiver employee, Plaintiff Perez provided both, hourly and live-in  
17 (around-the-clock in-home) care to Defendants' clients.

18 14. Defendant HCA pays Plaintiffs and the Class on a weekly basis.

19 15. Defendants assign Plaintiff Rosalia Rodriquez and other members of the Class to  
20 provide around-the-clock in-home care to Defendants' clients for six (6) consecutive days,  
21 requiring them to work at any given moment on an as-needed basis, including in the middle of the  
22 night. Therefore, Defendants suffered or permitted Plaintiff Rodriquez, Plaintiff Perez, and other  
23 members of the Class to work 24 hours a day, for 6 consecutive days.

24 16. From time to time, Plaintiff Rodriquez was also assigned to Defendants' hourly care  
25 clients.

26 17. Defendants pay Plaintiffs and the Class, caregiver employee(s), for ninety (90) hours of  
27 work performed per week, regardless of how many hours Plaintiffs and the Class actually work in a

1 week. Defendants pay Plaintiffs and the Class their regular hourly wage for forty-five (45) hours a  
2 week regardless of how many hours they actually worked during the relevant weekly period.  
3 Defendants also pay Plaintiffs and the Class for only forty-five (45) overtime hours a week  
4 regardless of how many overtime hours they actually worked during the relevant weekly period.

5 18. Defendants exclude sleep time from Plaintiffs' and the Class' hours worked even  
6 though: (1) applicable Wage Orders do not allow for such an exclusion; (2) Defendants' caregiver  
7 employees are not actually provided with uninterrupted sleep-time; and/or (3) Defendants'  
8 caregiver employees are still under Defendants' control. Plaintiffs' and the Class' sleep-time is  
9 persistently interrupted by the care needs of Defendants' clients. *See Mendiola v. CPS Security*  
10 *Solutions, Inc.* (2015) 60 Cal. 4th 833, 843-49; *see also Monzon v. Schaefer Ambulance Serv.* (Cal.  
11 App. 2d Dist. 1990) 224 Cal. App. 3d 16, 40-44 (applying federal law on the issue of uninterrupted  
12 sleep-time).

13 19. Plaintiff Rosalia Rodriquez, Plaintiff Ofelia Perez, and the Class should be paid for **all**  
14 hours they were suffered or permitted to work. Furthermore, Plaintiff Rodriquez, Plaintiff Perez,  
15 and the Class should be paid at the appropriate regular or overtime hourly rate. Defendants also  
16 improperly deduct for sleep time. Defendants have not paid Plaintiffs and the Class all wages  
17 earned by and owed to them. Defendants' conduct is continuing.

18 **CLASS ALLEGATIONS**

19 20. Plaintiffs re-allege and incorporate herein by reference each and every allegation in the  
20 preceding and subsequent paragraphs.

21 21. Plaintiffs bring this action on behalf of themselves and all others similarly situated  
22 pursuant to California Code of Civil Procedure § 382 because there is a well-defined community of  
23 interest in the litigation and the proposed Class is easily ascertainable. Plaintiffs seek to represent  
24 the following Class:

25 All Caregivers who are employed or have been employed by Home Care Assistance,  
26 Inc. in California within four (4) years of the filing of the Complaint through the date  
27 of final disposition of this action.



1 (f) Whether Defendants’ practices violated the UCL;

2 (g) Whether Plaintiffs and the Class are entitled to damages, restitution, wages,  
3 statutory penalties, premium wages, injunctive and declaratory relief, attorneys’ fees, interest,  
4 costs, and other relief pursuant to the Labor Code, IWC Wage Orders, and the UCL.

5 26. There are no individualized factual or legal issues for the court to resolve that would  
6 prevent this case from proceeding as a class action.

7 27. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs and  
8 the Class sustained injuries and damages arising out of and caused by Defendants’ common course  
9 of conduct in violation of California laws, regulations, and statutes as alleged herein.

10 28. Plaintiffs will fairly and adequately represent and protect the interests of the members  
11 of the Class. Plaintiffs have no interests that are adverse to the Class. Counsel who represent  
12 Plaintiffs are competent and experienced in litigating large class actions.

13 29. A class action is superior to other available means for the fair and efficient adjudication  
14 of this controversy. Individual joinder of all Class members is not practicable, and questions of law  
15 and fact common to the Class predominate over any questions affecting only individual members  
16 of the Class. Each member of the Class has been damaged and is entitled to recovery due to  
17 Defendants’ unlawful policy and/or practices described herein.

18 30. Class action treatment will allow those similarly situated persons to litigate their claims  
19 in the manner that is most efficient and economical for the parties and the judicial system.  
20 Plaintiffs are unaware of any difficulties that are likely to be encountered in managing this action  
21 so as to preclude its maintenance as a class action.

22 **FIRST CAUSE OF ACTION**

23 **(By Plaintiffs and the Class against all Defendants)**

24 **Failure to Pay California Minimum Wages and Wages Owed In Violation of Labor Code §§**  
25 **204, 1194, and 1197, and IWC Wage Order 15-2001**

26 31. Plaintiffs, and the Class, re-allege and incorporate herein by reference each and every  
27 allegation in the preceding paragraphs.



1       32. Labor Code § 1194 provides a private right of action to enforce violations of minimum  
2 wage and overtime laws:

3           [n]otwithstanding any agreement to work for a lesser wage, any employee  
4 receiving less than the legal minimum wage or the legal overtime  
5 compensation applicable to the employee is entitled to recover in a civil action  
6 the unpaid balance of the full amount of this minimum wage or overtime  
7 compensation, including interest thereon, reasonable attorney's fees, and costs  
8 of suit.

9 Lab. Code § 1194(a).

10       33. Labor Code § 1197 states: “[t]he minimum wage for employees fixed by the  
11 commission is the minimum wage to be paid to employees, and the payment of a less wage than  
12 the minimum so fixed is unlawful.”

13       34. Along those same lines, Labor Code § 204 establishes the fundamental right of all  
14 California employees to be paid wages in a timely fashion for their work.

15       35. Plaintiffs and the Class are classified as persons employed in household occupations  
16 governed by IWC Wage Order Number 15-2001 (“Wage Order No. 15”), 8 C.C.R. § 11150.  
17 Subdivision 4(B) of Wage Order No. 15 provides as follows:

18           Every employer shall pay to each employee, on the established payday for the period  
19 involved, not less than the applicable minimum wage *for all hours worked* in the  
20 payroll period, whether the remuneration is measures by time, piece, commission, or  
21 otherwise.

22 (emphasis added.)

23       36. “Hours worked” is defined in subdivision 2(H) of Wage Order No. 15 as “the time  
24 during which an employee is subject to the control of an employer, and includes all the time the  
25 employee is suffered or permitted to work, whether or not required to do so.”

26       37. California law also requires payment of all wages due, whether established by contract  
27 or by minimum wage law, for “all hours worked.” 8 C.C.R. §11150; *Gonzalez v. Downtown LA*  
28 *Motors*, LP (2013) 215 Cal. App. 4th 36, 40-41; *Armenta v. Osmose, Inc.* (2005) 135 Cal. App. 4th  
314, 323-24.

32       38. By its terms, Wage Order No. 15 does not allow an exclusion of sleep time from  
33 compensable hours worked in 24-hour shifts covered by Wage Order 15. *See Mendiola v. CPS*

1 *Security Solutions, Inc.* (2015) 60 Cal. 4th 833, 843-49. Thus, Defendants cannot lawfully exclude  
2 sleep time from Plaintiffs’ and the Class’ 24-hour shifts.

3 39. At all relevant times, Defendants excluded sleep time from the 24-hour shifts worked by  
4 Plaintiff Rosalia Rodriquez, Plaintiff Ofelia Perez, and the Class. At all relevant times, Defendants  
5 excluded at least 8 hours of “sleep time” from hours worked even though Plaintiffs and the Class  
6 were not provided with the requisite uninterrupted free time. *See Mendiola v. CPS Security*  
7 *Solutions, Inc.* (2015) 60 Cal. 4th 833, 843-49. Thus, Plaintiffs Rodriquez and Perez, and the  
8 Class, were not paid wages, minimum wages set by Wage Order 15, or otherwise, for **all** hours  
9 worked.

10 40. Pursuant to California Labor Code § 1194(a), “. . . any employee receiving less than the  
11 legal minimum wage . . . applicable to the employee is entitled to recover in a civil action the  
12 unpaid balance of the full amount of this minimum wage . . . including interest thereon, reasonable  
13 attorney’s fees, and costs of suit.” Plaintiffs and the Class receive less than the legal minimum  
14 wage and/or less than their respective contractual regular hourly rate because Defendants do not  
15 compensate for **all** hours worked as described in this First Amended Complaint. Because Plaintiffs  
16 and the Class suffered damage as a direct result of Defendants’ unlawful compensation policy,  
17 Plaintiffs and the Class are entitled to recover the full amount of the difference between what they  
18 were paid and what they were required by law to be paid, including interest thereon, reasonable  
19 attorneys’ fees, and costs of suit.

20 41. In addition, pursuant to Labor Code § 1194.2(a), Plaintiffs and the Class are entitled to  
21 “recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest  
22 thereon.”

23 42. Additionally, pursuant to Labor Code § 1197.1, Plaintiffs and the Class are entitled to  
24 claim all applicable civil penalties as a direct result of Defendants’ policy and practice of not  
25 paying Plaintiffs and the Class for all hours worked.

26 43. Furthermore, by not timely paying its employees all wages due, Defendants violated  
27 Labor Code § 204 as alleged herein. Defendants’ pattern, practice, and uniform administration of

1 its compensation plan creates an entitlement, under Labor Code § 218, to recovery by Plaintiffs and  
2 the Class, in a civil action, for the unpaid balance of the full amount of the straight time  
3 compensation owing.

4 **SECOND CAUSE OF ACTION**

5 **(By Plaintiffs and the Class against all Defendants)**

6 **Failure to Pay Overtime Compensation In Violation of Labor Code §§ 1194, 1198, and 1454**

7 44. Plaintiffs, and the Class, re-allege and incorporate herein by reference each and every  
8 allegation in the preceding paragraphs.

9 45. The Domestic Worker Bill of Rights (AB241), codified in Labor Code Sections 1450-  
10 54, was signed into law by Governor Brown on September 26, 2013, and went into effect on  
11 January 1, 2014. This Bill of Rights provides for overtime pay at time-and-a-half for caregivers  
12 who work in a private household under Wage Order 15 for more than nine hours in a day or 45  
13 hours in a workweek:

14 A domestic work employee who is a personal attendant shall not be employed  
15 more than nine hours in any workday or more than 45 hours in any workweek  
16 unless the employee receives one and one-half times the employee's regular  
rate of pay for all hours worked over nine hours in any workday and for all  
hours worked more than 45 hours in the workweek.

17 Lab. Code § 1454.

18 46. Labor Code § 1194 establishes an employee's right to recover unpaid overtime  
19 compensation, interest thereon, together with the costs of suit, and attorneys' fees.

20 47. Additionally, under Labor Code §1198, employment of an employee for longer hours  
21 than those fixed by law is unlawful.

22 48. Plaintiffs and the Class are classified as "domestic work" employees for purposes of the  
23 Domestic Worker Bill of Rights because they provide care to persons in private households as  
24 alleged in this First Amended Complaint. Similarly, Defendants are "domestic work" employers  
25 because they exercise control over the wages, hours, or working conditions of Plaintiffs and the  
26 Class. *See* Lab. Code § 1451 (providing definitions).

1       49.     At all times relevant hereto, from time to time, Plaintiffs and other Class members  
2 worked more than nine hours in a workday, and/or more than forty-five hours in a workweek. For  
3 example, Plaintiff Rosalia Rodriquez worked six consecutive 24-hour shifts, totaling 144 hours in  
4 one week of time, performing tasks directed and required by Defendants. However, Defendants  
5 only compensated Plaintiff Rodriquez for a total of ninety hours a week of work (45 hours at  
6 regular rate of pay and 45 hours at overtime rate of pay).

7       50.     Defendants assigned Plaintiffs and the Class to 24-hour shifts for six consecutive days  
8 and provided overtime compensation for only forty-five hours of work in that period of time.

9       51.     Defendants discouraged, if not prevented, Plaintiffs and the Class from reporting time  
10 over forty-five hours a week, or nine hours a day, by creating a work environment in which those  
11 who sought compensation for actual hours worked could risk employment termination or other  
12 disciplinary action.

13       52.     Accordingly, although Plaintiffs and the Class often worked more than forty-five  
14 overtime hours a week, they would only receive compensation for forty-five overtime hours a  
15 week.

16       53.     Thus, at all times relevant hereto, Defendants failed to pay Plaintiffs, and the Class, the  
17 overtime compensation premium for the actual hours they worked in excess of the maximum hours  
18 permissible by law, as required by Labor Code §§ 1454 and 1198. In fact, Plaintiffs, and other  
19 Class members, were regularly required to work overtime hours and were paid less than one and  
20 half times their regular rate of pay, in violation of Labor Code § 1454.

21       54.     By way of Defendants' unlawful failure to pay the lawful rate of compensation to the  
22 Plaintiffs, and other Class members, for their overtime hours, Plaintiffs, and other Class members,  
23 suffered, and will continue to suffer, damages in amounts that are presently unknown to them but  
24 which exceed the jurisdictional minimum of this Court and that will be ascertained according to  
25 proof at trial.

26       55.     Plaintiffs and the Class, are informed and believe, and based upon that information and  
27 belief, allege, that Defendants knew or should have known Plaintiffs and the Class were being

1 compensated for less than their actual overtime hours, and thus, Defendants miscalculated the  
2 appropriate rate of pay under Labor Code § 1454.

3 56. Defendants acted and are acting intentionally, oppressively, and maliciously toward  
4 Plaintiffs, and other Class members, with a conscious disregard of their rights, or the consequences  
5 to them, with the intent of depriving them of property and legal rights and otherwise causing them  
6 injury.

7 57. Pursuant to Labor Code § 1194(a), “. . . any employee receiving less than . . . the legal  
8 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid  
9 balance of the full amount of this . . . overtime compensation, including interest thereon, reasonable  
10 attorney’s fees, and costs of suit.” Because Plaintiffs and the Class suffered damage as a direct  
11 result of Defendants’ unlawful compensation plan or policy, Plaintiffs and the Class are entitled to  
12 recover the full amount of the difference between what they were paid and what they were required  
13 by law to be paid, including interest thereon, reasonable attorneys’ fees, and costs of suit.

14 58. Plaintiffs, and the Class, request recovery of overtime compensation according to proof,  
15 interest, attorneys’ fees, and costs pursuant to Labor Code §§ 218.5 and 1194(a), as well as the  
16 assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code  
17 and/or other statutes.

18 59. Additionally, Plaintiffs, and the Class, are entitled to seek and recover reasonable  
19 attorneys’ fees and costs pursuant to Labor Code §§ 218.5 and 1194(a).

20 **THIRD CAUSE OF ACTION**

21 **(By Plaintiffs and the Class against all Defendants)**

22 **Failure to Issue Accurate Wage Statements in Violation of Lab. Code § 226**

23 60. Plaintiffs, and the Class, re-allege and incorporate herein by reference each and every  
24 allegation in the preceding paragraphs.

25 61. Labor Code § 226 requires employers to provide accurate itemized statements of wages  
26 to their employees. Among other items, the statements must include “total hours worked by the  
27 employee” and “gross wages earned.” Lab. Code § 226(a).





1 constitute unlawful and unfair business practices within the meaning of Business & Professions  
2 Code §§ 17200 *et seq.*

3 77. As described above, Defendants conducted at least the following unlawful activities:

4 (a) violation of Labor Code § 204 by failing to timely pay all wages due and payable  
5 twice during each calendar month, legal minimum wage or contractual wage;

6 (b) violation of Labor Code § 1197 and IWC Wage Order No. 15, 8 C.C.R. 11150, by  
7 failing to pay the minimum and/or regular hourly wage fixed by law;

8 (c) violation of Labor Code §§ 1454 and 1198 by failing to pay the overtime wage fixed  
9 by law;

10 (d) violation of Labor Code § 226 by failing to provide Plaintiffs and the Class with  
11 accurate itemized wage statements; and,

12 (e) violation of Labor Code §§ 201-203 by failing to provide waiting time penalties to  
13 Plaintiff Perez and former-employee Class members;

14 78. Defendants' activities also constitute unfair practices in violation of Bus. & Prof. Code  
15 § 17200 *et seq.*, because Defendants' practices violate the above noted laws, and/or violate an  
16 established public policy, and/or are immoral, unethical, oppressive, unscrupulous, and  
17 substantially injurious to Plaintiffs and the Class.

18 79. As a result of Defendants' violations of the Labor Code, Plaintiffs, and the Class, have  
19 suffered injury-in-fact and have lost money or property as a result of Defendants' practices. This  
20 injury-in-fact and loss of money or property consists of lost wages and other restitutionary  
21 remedies provided under the California Labor Code, as detailed in this First Amended Complaint,  
22 and other resulting harms. A tally of these damages cannot be readily determined as the  
23 employment records are exclusively or nearly exclusively under Defendants' control. Plaintiffs are  
24 entitled to restitution, an injunction, declaratory and other equitable relief against such unlawful  
25 practices to prevent future damage for which there is no adequate remedy at law, and to avoid a  
26 multiplicity of lawsuits.



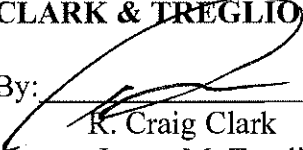




- 1       A.     That the Court determine this Action may be maintained as a class action with the  
2 named Plaintiffs as Class representatives;
- 3       B.     For the attorneys appearing on the above caption to be named Class counsel;
- 4       C.     For nominal, actual, and compensatory damages;
- 5       D.     For restitution of all monies, wages, and benefits due to Plaintiffs and the proposed  
6 Class;
- 7       E.     For disgorged profits from Defendants' unfair and unlawful business practices;
- 8       F.     For interest accrued to date;
- 9       G.     For interest pursuant to Labor Code § 218.6;
- 10      H.     For penalties pursuant to Labor Code § 1197.1;
- 11      I.     For costs of suit and expenses incurred herein pursuant to Labor Code §§ 218.5 and  
12 1194;
- 13      J.     For reasonable attorneys' fees pursuant to Labor Code §§ 218.5, 1194, and 2699(g)(1),  
14 and Code of Civil Procedure § 1021.5;
- 15      K.     For penalties pursuant to Labor Code § 203;
- 16      L.     For civil penalties pursuant to the California Labor Code Private Attorneys General Act  
17 of 2004, Cal. Labor Code §§ 2699, *et seq.*
- 18      M.     For appropriate injunctive relief;
- 19      N.     For appropriate equitable relief;
- 20      O.     For appropriate declaratory relief; and
- 21      P.     For all such other and further relief the Court may deem just and proper.

22  
23 Dated: June 11, 2015

**CLARK & TREGLIO**

24 By:   
25 R. Craig Clark  
26 James M. Treglio  
27 Attorneys for Plaintiffs

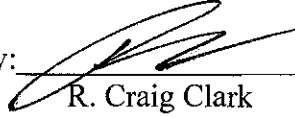
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**DEMAND FOR JURY TRIAL**

Plaintiffs, individually, and on behalf of all other similarly situated current and former HCA employees in the state of California, hereby demand a jury trial on issues triable to a jury.

Dated: June 11, 2015

**CLARK & TREGLIO**

By:   
R. Craig Clark  
James M. Treglio  
*Attorneys for Plaintiffs*