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12 Attorneys for Plaintiff Samantha Andrade, on behalf of herself and all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**

15 SAMANTHA ANDRADE, on behalf of herself and) CASE NO.:
16 all others similarly situated,)

17 Plaintiff,

18 v.

19 PRIME HEALTHCARE SERVICES, INC., a)
20 Delaware corporation, PRIME HEALTHCARE)
21 SERVICES, FOUNDATION, INC., a Delaware)
22 corporation, PRIME HEALTHCARE)
23 SERVICES-ENCINO, LLC, a Delaware limited)
24 liability company, PRIME HEALTHCARE)
25 SERVICES - GARDEN GROVE, LLC, a)
26 Delaware limited liability company, PRIME)
27 HEALTHCARE SERVICES - SAN DIMAS,)
28 LLC, a Delaware limited liability company,)
PRIME HEALTHCARE SERVICES - SHASTA,)
PRIME HEALTHCARE SERVICES II, LLC, a)
Delaware limited liability company, PRIME)
HEALTHCARE SERVICES III, LLC, a Delaware)
limited liability company, PRIME)
HEALTHCARE SERVICES LOS ANGELES,)
LLC, a Delaware limited liability company,)
PRIME HEALTHCARE SERVICES OFFICE)
BUILDING, LLC, a Delaware limited liability)
company, PRIME HEALTHCARE SERVICES -)
RIVERSIDE, LLC, a Delaware limited liability)
company, PRIME HEALTHCARE ANAHEIM)
REGIONAL, LLC, Delaware limited liability)
company, PRIME HEALTHCARE ANAHEIM,)
LLC, a Delaware limited liability company,)
PRIME HEALTHCARE HUNTINGTON)

19 **CLASS ACTION COMPLAINT FOR:**

- 20 1. **FAILURE TO PROVIDE REST PERIODS AND MEAL PERIODS OR COMPENSATION IN LIEU THEREOF;**
- 21 2. **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CALIFORNIA OVERTIME LAW;**
- 22 3. **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS;**
- 23 4. **VIOLATIONS OF THE UNFAIR COMPETITION LAW.**

24 **DEMAND FOR TRIAL BY JURY**

1 BEACH, LLC, a Delaware limited liability,)
PRIME HEALTHCARE PARADISE VALLEY,)
2 LLC, a Delaware limited liability company, and)
DOES 1 through 100, inclusive,)
3)
Defendants.)
4)

5 Plaintiff Samantha Andrade, on behalf of herself and all others similarly situated, hereby
6 alleges the following causes of action against Prime Healthcare Services, Inc., a Delaware
7 corporation, Prime Healthcare Services Foundation, Inc., a Delaware corporation, Prime
8 Healthcare Services - Encino, LLC, a Delaware limited liability company, Prime Healthcare
9 Services - Garden Grove, LLC, a Delaware limited liability company, Prime Healthcare Services
10 - San Dimas, LLC, a Delaware limited liability company, Prime Healthcare Services - Shasta,
11 LLC, a Delaware limited liability company, Prime Healthcare Services II, LLC, a Delaware
12 limited liability company, Prime Healthcare Services III, LLC, a Delaware limited liability
13 company, Prime Healthcare Services Los Angeles, LLC, a Delaware limited liability company,
14 Prime Healthcare Office Building, LLC, a Delaware limited liability company, Prime Healthcare
15 Services - Riverside, LLC, a Delaware limited liability company, Prime Healthcare Anaheim,
16 Regional, LLC, a Delaware limited liability company, Prime Healthcare Anaheim, LLC, a
17 Delaware limited liability company, Prime Healthcare Centinela, LLC, a Delaware limited
18 liability company, Prime Healthcare Huntington Beach, LLC, a Delaware limited liability
19 company, Prime Healthcare La Palma, LLC, a Delaware limited liability company, Prime
20 Healthcare Paradise Valley, LLC, a Delaware limited liability company and Does 1 through 100,
21 inclusive as follows:

22 **PARTIES**

23 1. Prime Healthcare Services, Inc., a Delaware corporation, Prime Healthcare
24 Services Foundation, Inc., a Delaware corporation are the owners and operators of Prime
25 Healthcare hospitals. The Prime Healthcare hospitals consist of: Centinela Hospital Medical
26 Center, Chino Valley Medical Center, Desert Valley Hospital, Encino Hospital Medical Center,
27 Garden Grove Hospital Medical Center, Huntington Beach Hospital, La Palma Intercommunity
28 Hospital, Montclair Hospital Medical Center, Paradise Valley Hospital, San Dimas Community
Hospital, Shasta Regional Medical Center, Sherman Oaks Hospital and West Anaheim Medical

1 Center (hereinafter the “Hospitals”) throughout California.

2 2. Plaintiff alleges on information and belief that Prime Healthcare Services, Inc., a
3 Delaware corporation, Prime Healthcare Services Foundation, Inc., a Delaware corporation,
4 Prime Healthcare Services - Encino, LLC, a Delaware limited liability company, Prime
5 Healthcare Services - Garden Grove, LLC, a Delaware limited liability company, Prime
6 Healthcare Services - San Dimas, LLC, a Delaware limited liability company, Prime Healthcare
7 Services - Shasta, LLC, a Delaware limited liability company, Prime Healthcare Services II,
8 LLC, a Delaware limited liability company, Prime Healthcare Services III, LLC, a Delaware
9 limited liability company, Prime Healthcare Services Los Angeles, LLC, a Delaware limited
10 liability company, Prime Healthcare Office Building, LLC, a Delaware limited liability company,
11 Prime Healthcare Services - Riverside, LLC, a Delaware limited liability company, Prime
12 Healthcare Anaheim, Regional, LLC, a Delaware limited liability company, Prime Healthcare
13 Anaheim, LLC, a Delaware limited liability company, Prime Healthcare Centinela, LLC, a
14 Delaware limited liability company, Prime Healthcare Huntington Beach, LLC, a Delaware
15 limited liability company, Prime Healthcare La Palma, LLC, a Delaware limited liability
16 company, Prime Healthcare Paradise Valley, LLC, a Delaware limited liability company, and/or
17 are the employers of the putative class in this case.

18 3. Plaintiff Samantha Andrade (“Plaintiff” or “Andrade”) is, and at all relevant times
19 mentioned herein was, a competent individual over the age of 18 years old, and a citizen of the
20 State of California. Plaintiff sues herein on behalf of herself and all others similarly situated
21 non-exempt hourly employees for the Hospitals, from January 25, 2006 through January 25,
22 2010.

23 4. Plaintiff and the class she seeks to represent are unaware of the true names and
24 capacities of Defendants sued herein as Does 1-100, inclusive (“Doe Defendants”), and therefore
25 sue these Doe Defendants by such fictitious names. Plaintiff will seek leave to amend this
26 Complaint to allege the true names and capacities of said Doe Defendants when ascertained.
27 Plaintiff is informed and believes, and thereon alleges, that at all relevant times mentioned
28 herein, each of the fictitiously-named Doe Defendants conducted business in Orange County,
California, and are culpable or responsible in some manner and/or conspired with one or more of

1 the other Defendants for the conduct, acts, omissions, occurrences, injuries, and damages herein
2 alleged, and that the injuries and damages sustained by Plaintiff were directly and proximately
3 caused thereby. Prime Healthcare Services, Inc., a Delaware corporation, Prime Healthcare
4 Services Foundation, Inc., a Delaware corporation, Prime Healthcare Services - Encino, LLC, a
5 Delaware limited liability company, Prime Healthcare Services - Garden Grove, LLC, a
6 Delaware limited liability company, Prime Healthcare Services - San Dimas, LLC, a Delaware
7 limited liability company, Prime Healthcare Services - Shasta, LLC, a Delaware limited liability
8 company, Prime Healthcare Services II, LLC, a Delaware limited liability company, Prime
9 Healthcare Services III, LLC, a Delaware limited liability company, Prime Healthcare Services
10 Los Angeles, LLC, a Delaware limited liability company, Prime Healthcare Office Building,
11 LLC, a Delaware limited liability company, Prime Healthcare Services - Riverside, LLC, a
12 Delaware limited liability company, Prime Healthcare Anaheim, Regional, LLC, a Delaware
13 limited liability company, Prime Healthcare Anaheim, LLC, a Delaware limited liability
14 company, Prime Healthcare Centinela, LLC, a Delaware limited liability company, Prime
15 Healthcare Huntington Beach, LLC, a Delaware limited liability company, Prime Healthcare La
16 Palma, LLC, a Delaware limited liability company, Prime Healthcare Paradise Valley, LLC, a
17 Delaware limited liability company and Doe Defendants are hereinafter referred to collectively as
18 "Defendants."

19 GENERAL ALLEGATIONS

20 5. Upon information and belief, during the liability period, thousands of Defendants'
21 Non-Exempt Employees worked in non-exempt, non-managerial positions and includes but are
22 not limited to: **non-exempt registered nurses, certified nursing assistants, clerks, technicians,**
23 **maintenance, nutrition/dietary staff, cafeteria staff, radiology staff, and private branch**
24 **exchange (PBX) operators.**

25 6. Plaintiff and the class she seeks to represent are / were Non-Exempt employees of
26 Defendants and were not provided rest periods for work periods of and were not compensated
27 one hours' wages in lieu thereof all in violation of, among other things, Labor Code sections 201,
28 202, 208, 218.5, 218.6, 221, 226.7, 227.3, 512, 1194, 1199, 2802, and all applicable Industrial
Welfare Commission Wage Orders.

1 7. Plaintiff and the class she seeks to represent are informed and believe, and based
2 thereon allege, Defendants currently employ, and during the relevant period have employed, over
3 40,000 employees in the State of California in non-exempt positions, such as non-exempt
4 registered nurses, certified nursing assistants, clerks, technicians, maintenance, nutrition/dietary
5 staff, cafeteria staff, radiology staff, and private branch exchange (PBX) operators and/or other
6 similar positions.

7 8. Plaintiff and the class she seeks to represent spend / spent the majority of their
8 time doing the following routine, non-discretionary tasks for Defendants, including but not
9 limited to: typing, filing, data-entry, answering phones, faxing, cleaning, and other administrative
10 and/or nursing duties incidental and necessary to the operation of a medical service center. These
11 duties occupy more than 50% of the work time of Plaintiff and the class she seek to represent.

12 9. Plaintiff and the class she seeks to represent are / were at all times pertinent
13 hereto, non-exempt employees within the meaning of the California Labor Code, and the
14 implementing rules and regulations fo the IWC California Wage Orders.

15 10. During the liability period, Plaintiff and the class she seeks to represent have been
16 / were employed by Defendants as Non-Exempt Employees and were paid on an hourly basis.

17 11. During the liability period Plaintiff and the class she seeks to represent were not
18 provided lawful rest and meal periods, and were not provided with one hours wage in lieu
19 thereof. Instead, Defendants have had a policy of not providing rest and meal breaks to Plaintiff
20 and the class she seeks to represent. During the Liability Period, Defendants consistently
21 impeded, discouraged, and/or dissuaded the taking of such breaks.

22 12. Defendants did not / do not fully compensate Plaintiff and the class she seeks to
23 represent for hourly wages during the liability period and did not compensate Plaintiff and the
24 class she seeks to represent for Defendants' failure to provide rest periods and meal periods
25 during the rest and meal period liability period.

26 13. On information and belief, Defendants have been notified of the improprieties
27 alleged herein by their employees, and have intentionally and maliciously refused to rectify their
28 policy.

14. Defendants and/or their managing agents, employees, owners, shareholders,

1 superintendents, managers, or persons acting on their behalf, willfully, intentionally, recklessly,
2 and unlawfully forced the unlawful practices alleges herein.

3 15. Defendants' denial of legal compensation due to Plaintiff and the class she seeks
4 to represent was a breach of Defendants' fiduciary duty to Plaintiff and the class she seeks to
5 represent, as the denial was deliberate, showed a callous disregard for the rights of Plaintiffs who
6 relied on Defendants to compensate them fairly.

7 16. On information and belief, during the liability period Defendants willfully failed
8 to pay the legal wages, failed to provide rest and meal periods during which Defendants' Non-
9 Exempt employees were required to work, and willfully failed to pay one hour's wages in lieu of
10 rest and meal periods.

11 17. Plaintiff and the class she seeks to represent allege Defendants have made it
12 difficult to account with precision for the unlawfully withheld wages and deductions due to
13 Plaintiff and the class she seeks to represent, during the liability period, because Defendants did
14 not implement and preserve a record keeping method to record all the unlawful deductions by its
15 employees as required for non-exempt employees by California Labor Code sections 226,
16 1174(d), and section 7 of the California Wage Orders.

17 18. On information and belief, Defendants have failed to comply with Labor Code
18 section 226(a) by failing / refusing to itemize in wage statements all deductions from payment of
19 wages by failing / refusing to accurately report total hours worked by Plaintiff and the class she
20 seeks to represent. Plaintiff and the class she seeks to represent are entitled to penalties not to
21 exceed \$4,000 each pursuant to Labor Code section 226(b).

22 19. On information and belief, Defendants have failed to comply with Industrial
23 Welfare Commission IWC Wage Order 5-2001(7) by, among other violations, failing to maintain
24 time records showing: (a) when the employee begins and ends each work period, (b) meal
25 periods, and (c) by itemizing in wage statements all deductions from payment of wages with
26 accurate reporting of total hours worked by Plaintiff and the class she seek to represent.

27 20. Plaintiff and the class she seeks to represent are covered by the California
28 Industrial Welfare Commission Occupational Wage Order Nos. 5-2001, 5-1998, California
Industrial Welfare Commission in No. 4 (Title 8 Cal. Code of Reg. sections 11040, 11070), and

1 the Labor Code.

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3 **CLASS ACTION ALLEGATIONS**

4 21. Plaintiff and the class she seeks to represent bring this action on behalf of herself
5 and all others similarly situated as a Class Action pursuant to §382 of the Code of Civil
6 Procedure.

7 22. Plaintiff reserves the right under Rule 1855(b), California Rules of Court, to
8 amend or modify the class description with greater specificity or further division into subclasses
9 or limitation to particular issues.

10 23. This action has been brought and may properly be maintained as a class action
11 under the provisions of §382 of the Code of Civil Procedure because there is a well-defined
12 community of interest in the litigation and the proposed class is easily ascertainable.

13 **A. Numerosity**

14 24. The potential members of the proposed class as defined are so numerous that
15 joinder of all the members of the proposed class is impracticable. While the precise number of
16 proposed class members has not been determined at this time, Plaintiff is informed and believes
17 that Defendants currently employ, and during the relevant time periods employed over 40,000
18 hourly employees.

19 25. Accounting for employee turnover during the relevant time periods necessarily
20 increases this number substantially. Plaintiff alleges Defendants' employment records would
21 provide information as to the number and location of all proposed class members. Joinder of all
22 members of the proposed class is not practicable.

23 **B. Commonality**

24 26. There are questions of law and fact common to the proposed class that
25 predominate over any questions affecting only individual class members. These common
26 questions of law and fact include, without limitation:

- 27 (1) Whether Defendants failed to pay for all hours worked;
28 (2) Whether Defendants failed to pay overtime compensation as required by
the Labor Code and Wage Orders;

- 1 (3) Whether Defendants violated Labor Code §§226.7 and 512, IWC Wage
2 Order 5-2001 or other applicable IWC Wage Orders, by failing to provide
3 daily rest periods for every four (4) hours or major fraction thereof worked
4 and failing to compensate said employees one (1) hour's wages in lieu of
5 rest periods;
- 6 (4) Whether Defendants violated Labor Code §§226.7 and 512, IWC Wage
7 Order 5-2001 or other applicable IWC Wage Orders, by failing to provide
8 meal period on days they worked in excess of five (5) hours and failing to
9 compensate said employees one (1) hour's wages in lieu of meal periods;
- 10 (5) Whether Defendants violated California Law, including other applicable
11 IWC Wage Orders, by failing to provide meal period on days they worked
12 in excess of eight (8) hours and failing to compensate said employees one
13 (1) hour's wages in lieu of meal periods;
- 14 (6) Whether Defendants violated §226(a) of the Labor Code;
- 15 (7) Whether Defendants violated §17200 et seq. of the Business & Professions
16 Code by failing to provide wages and compensation to hourly employees;
- 17 (8) Whether Plaintiff and the members of the proposed class are entitled to
18 equitable relief pursuant to Business and Professions Code §17200 et.seq.

19 **C. Typicality**

20 27. The claims of the named Plaintiff are typical of the claims of the proposed class.
21 Plaintiff and all class members of the proposed class sustained injuries and damages arising out
22 of and caused by Defendants' common course of conduct and policy in violation of laws,
23 regulations that have the force and effect of law and statutes as alleged herein.

24 **D. Adequacy of Representation**

25 28. Plaintiff will fairly and adequately represent and protect the interests of the
26 members of the proposed class. Counsel who represent Plaintiff are experienced and competent
27 with regard to litigating employment cases and wage and hour class actions.

28 **E. Superiority of Class Action**

1 2001.

2 **SECOND CAUSE OF ACTION**

3 **(VIOLATION OF CALIFORNIA OVERTIME LAW AGAINST DEFENDANTS AND**
4 **DOES 1 TO 10)**

5 35. Plaintiff incorporates by reference paragraphs 1 through 30 above as though set
6 forth in full herein.

7 36. Plaintiff alleges that pursuant to Defendants policy, Plaintiff and the class she
8 seeks to represent were not paid overtime wages during the liability period, in violation of,
9 among other laws, California Labor Code §510.

10 37. As a result of the unlawful acts of Defendants, Plaintiff and the class she seeks to
11 represent have been deprived of premium wages in amounts to be determined at trial, and are
12 entitled to recovery of such amounts, plus interest and penalties thereon, attorney's fees, and
13 costs, under California Labor Code sections 203, 218.5, 226, 226.7, 510, 1194, IWC Wage
14 Orders 5-2000 and 5-2001.

15 **THIRD CAUSE OF ACTION**

16 **(KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
17 **EMPLOYEE WAGE STATEMENT PROVISIONS AGAINST DEFENDANTS AND**
18 **DOES 1 TO 10)**

19 38. Plaintiff incorporates by reference paragraphs 1 through 30 above as though set
20 forth in full herein.

21 39. Section 226(a) of the California Labor Code requires Defendants to itemize wage
22 statements all deductions from payment of wages and to accurately report total hours worked by
23 Plaintiff. On information and belief Defendants have knowingly and intentionally failed to
24 comply with Labor Code section 226(a) on each wage statement that should have provided to
25 Plaintiff.

26 40. Section 114 of the California Labor Code requires Defendants to maintain and
27 preserve in a centralized locations, among other items, records showing the named and addresses
28 of all employees employed, payroll records showing the hours worked daily and the wages paid
to its employees. On information and belief Defendants have knowingly and intentionally failed

1 to comply with California Labor Code section 1174. Defendants' failure to comply with
2 California Labor Code section 1174 is unlawful pursuant to California Labor Code section 1175.

3 41. IWC Wage Orders 5-2001(7), 5-2000(7), 5-1998(7) require Defendants to
4 maintain time records showing, among others, when the employee begin and ends each work
5 period, meal periods, split shift intervals and total daily hours worked in an itemized wage
6 statements, and must show all deductions and reimbursements from payment of wages, and
7 accurately report total hours worked by Plaintiff and the members of the proposed class. On
8 information and belief, Defendants have failed to record all or some of the items delineated in
9 Wage Order 5 section 7 and 226.

10 42. Pursuant to California Labor Code section 226, Plaintiff and the class she seeks to
11 represent are entitled up to a maximum of \$4,000 each for record-keeping violations.

12 **FOURTH CAUSE OF ACTION**

13 **(VIOLATION OF UNFAIR COMPETITION LAW AGAINST DEFENDANTS AND**
14 **DOES 1 TO 10)**

15 43. Plaintiff incorporates by reference paragraphs 1 through 30 above as though set
16 forth in full herein.

17 44. The actions of Defendants as alleged within this Complaint, constitute false,
18 fraudulent, unlawful, unfair and deceptive business practices within the meaning of Business and
19 Professions Code sections 17200, et.seq.

20 45. Plaintiff and the class she seeks to represent are entitled to an injunction and
21 other equitable relief against such unlawful practices in order to prevent future damage, for
22 which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

23 46. As a result of their unlawful acts, Defendants have reaped and continue to reap
24 unfair benefits and unlawful profits at the expense of Plaintiff. Defendants should be enjoined
25 from this activity and made to disgorge these ill-gotten gains and restore to Plaintiff the
26 wrongfully withheld wages pursuant to Business and Professions Code section 17203. Plaintiff
27 is informed and believes, and based thereon alleges, that Defendants are unjustly enriched
28 through their requiring employees to assume Defendants' expenditures and losses and failure to
indemnify, pay legal wages, and pay compensation for working through meal periods, and

1 compensation for unprovided rest periods to Plaintiff. Plaintiff is informed and believes and
2 thereon alleges that Plaintiff and the class she seeks to represent are prejudiced by Defendants'
3 unfair trade practices.

4 47. As a direct and proximate result of the unfair business practices of Defendants,
5 and each of them, Plaintiff and the class she seeks to represent are entitled to equitable and
6 injunctive relief, including full restitution ad/or disgorgement of all wages which have been
7 unlawfully withheld from Plaintiff and the class she seeks to represent as a result of the business
8 acts and practices described herein and enjoining Defendants to cease and desist from engaging
9 in the practices described, herein.

10 48. The unlawful conduct alleged herein is continuing and there is no indication that
11 Defendants will not continue such activity into the future. Plaintiff alleges that if Defendants are
12 not enjoined from the conduct set forth in this Complaint, they will continue to require
13 employees to forfeit vacation pay and/or benefits, fail to indemnify employees and require them
14 to incur expenses and losses and deduct for same, to unlawfully deduct employees' wages, will
15 continue to require employees to work during meal periods, will continue to fail to provide rest
16 periods or provide appropriate compensation in lieu thereof, and commit the unlawful practices
17 as alleged in this Complaint and will continue to fail to pay and to avoid paying appropriate
18 taxes, insurance, and unemployment withholdings.

19 49. Plaintiff further requests that the court issue a preliminary and permanent
20 injunction prohibiting Defendants from requiring Plaintiff to pay for losses and cash shortage,
21 purchase and maintain uniforms, and incur expenditures and losses and the other items the
22 subject of this Complaint and which may later be discovered in the course of litigation, and
23 which are the result of negligence or no negligence and not the result of dishonesty, willful
24 conduct or gross negligence, and from forbidding employees to take meal periods or forbidding
25 them to leave the workplace during meal periods and from continuing to deny employees the
26 right to take rest periods and meal periods or provide appropriate compensation in lieu thereof.

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PRAYER

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WHEREFORE, Plaintiff and the class she seeks to represent pray for judgment as follows:

1. For compensatory damages in an amount according to proof with interest thereon;
2. For economic and/or special damages in an amount according to proof with interest thereon;
3. That Defendants be found to have engaged in unfair competition in violation of section 17200 of the California Business and Professions Code;
4. For premium pay and penalties pursuant to labor Code section 203;
5. For premium wages pursuant to Labor Code section 226.7;
6. For compensation pursuant to Labor Code section 226;
7. For attorney's fees, interest and costs of suit;
8. For such other and further relief as the Court deems just and proper; and
9. Declaratory relief as requested herein.

DATED: January 22, 2010

HAMNER LAW OFFICES, LP

By _____
CHRISTOPHER J. HAMNER
Attorney for Plaintiff SAMANTHA
ANDRADE, on behalf of herself and the
class she seeks to represent