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SAN FRANCISCO COUNTY
SUPERIOR COURT

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MAY 20 2011 9:00AM

DEPARTMENT 212

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themselves, the general public, and all others similarly-situated

11 **SUPERIOR COURT OF CALIFORNIA**

12 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**

13 KIMBERLY SCHNEIDER and JUDY KNOTT,
14 on behalf of themselves, the general public, and
all others similarly-situated

) CASE NO.

200-10-506243

) **CLASS ACTION COMPLAINT FOR
DAMAGES, RESTITUTION AND
PENALTIES**

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17 Plaintiffs,

1. Failure to Pay Overtime Wages (Lab. Code §§204, 510, 1194);

18
19 v.

2. Failure to Provide Meal Periods or Compensation in Lieu Thereof (Lab. Code §§226.7, 512);

20
21
22 CATHOLIC HEALTHCARE WEST, a
California Corporation, and DOES 1 through 100,
23 Inclusive,

3. Failure to Provide Paid Rest Periods or Compensation in Lieu Thereof (Lab. Code §§226.7, 512);

24
25 Defendants.

4. Failure to Timely Pay Wages at Separation (Lab. Code §§201-203);

5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code §226);

6. Unfair Business Practices (Bus. & Prof. Code §§17200-17208)

7. Violation of the Private Attorney General Act ("PAGA"); (Lab. Code §2698 et seq.)

DEMAND FOR JURY TRIAL

FILED BY FAX
PURSUANT TO LOCAL RULES

1 Plaintiffs KIMBERLY SCHNEIDER and JUDY KNOTT, on behalf of themselves, the
2 general public, and all others similarly-situated, complain and allege as follows:

3 I.

4 INTRODUCTION

5 1. This case arises out of CATHOLIC HEALTHCARE WEST's (hereinafter "CHW"
6 or "Defendant") uniform and systematic classification of proposed class member employees as
7 "exempt" from the requirement to pay overtime compensation and to provide other labor benefits
8 and protections otherwise available under the California Labor Code and applicable Wage Orders
9 of the Industrial Welfare Commission (IWC). Specifically, an entire group of ascertainable
10 employees based in California were systematically deemed ineligible for overtime wages and
11 other Labor Code/Wage Order benefits and protections by the Defendant without any
12 individualized assessment of tasks and duties, and were regularly, consistently and continuously
13 required to work hours in excess of 8 hours per day and/or 40 hours per week in violation of IWC
14 Wage Order 4-2001, and Labor Code Sections 201, 510, 515.5, and 1194. Plaintiffs are informed
15 and believe that Defendant engaged in deliberate conduct to use an unnecessarily large number of
16 job titles, position codes, and Human Resource reference identification codes for the purpose of
17 trying to confuse and differentiate a large number of similarly situated Information Technology
18 employees so as to impede the ability of Plaintiffs' herein to address grievances on a class-wide
19 basis.

20 2. Plaintiffs are informed and believe, and based thereupon allege, that they and the
21 proposed class they seek to represent were presumed by law to be eligible for overtime pay,
22 compliant meal and rest periods, and other protections afforded by California by virtue of their
23 status as employees of CHW. Plaintiffs are further informed and believe, and based thereupon
24 allege, that "exempt" classification is an affirmative defense that must be pled and proven by the
25 employer under California law in order for a Defendant to avoid its obligations to pay overtime
26 compensation and comply with specific provisions of applicable Wage Orders of the IWC. A
27 Plaintiff, or class of plaintiffs, making a claim for wages owed need only show that they worked
28 in excess of hours for which overtime pay was presumed and that the employer failed to pay such

1 wages in order to state a claim. Plaintiffs SCHNEIDER, KNOTT and the proposed class did work
2 such excess hours within the relevant time period covered by this lawsuit without justification
3 provided by their employer and without wages and compensation that were required to be paid by
4 law. Plaintiffs and the proposed class were expected to work overtime without overtime wages in
5 order to rapidly deploy IT systems and upgrades throughout CHW's health care delivery
6 infrastructure. In fact, during the relevant time period covered by this suit, Plaintiffs are informed
7 and believe that they and the proposed class they seek to represent regularly worked side-by-side
8 with contract employees, borrowed servants and hourly employees performing substantially
9 identical tasks and duties, while those contract employees, borrowed servants and hourly
10 employees were paid overtime, but Plaintiffs and the proposed class were not. Further, Plaintiffs
11 are informed and believe and based thereon allege that Defendant has engaged in conduct to re-
12 classify some, but not all individuals within the proposed Plaintiff Class as hourly or non-exempt
13 from applicable statutes, regulations and Wage Orders relating to employee benefits and
14 protections otherwise presumed to exist.

15 3. During the "Relevant Time Period" (defined as commencing 4-years from the date
16 of filing this Complaint until the date of commencement of trial in the action), CHW's course of
17 conduct, policy and practice was to mis-classify a wholesale group of employees under "exempt"
18 or "salaried" job titles as further defined and described below. Plaintiffs are informed and believe
19 that Defendant never undertook to in any way assess, measure or analyze the tasks and duties
20 assigned to them and the proposed class so that it could in any meaningful way ensure that
21 Plaintiffs' or any proposed class member's designation was in compliance with any recognized
22 exemption from the Labor Code protections identified herein. Defendant also failed to keep any
23 records of actual hours caused or suffered to work by the employees, thus preventing it from in
24 any way determining whether it met California's requirement that "exempt" employees spend
25 more than 50% of their actual work time performing exempt tasks and duties. This failure of
26 documentation and record-keeping on the part of the employer will require the use of survey and
27 statistical analysis of secondary data in order for the company to make a prima-facie case
28 supporting any exemption defense. Plaintiffs are informed and believe, and based thereupon

1 allege, that prior to the initiation of this lawsuit, that Defendant failed to maintain adequate
2 records that would justify its exempt classification scheme. Defendant, at all relevant times,
3 knew that its failure to maintain appropriate records for each and every person in the proposed
4 class on an individual constituted a systematic classification scheme and it took no reasonable
5 measures to periodically monitor, audit or ensure that its exempt classification for the proposed
6 Plaintiff Class was lawful or proper.

7 4. The end result of Defendant's conduct was the non-payment of overtime
8 compensation to Plaintiffs and the proposed class. Defendant's activities also resulted in a direct
9 financial benefit to it by requiring extraordinary amounts of labor while fixing labor costs.
10 Further, Defendant's uniform "exempt" classification also deprived Plaintiffs and the proposed
11 class of employees of compliant rest and meal periods as presumed and required under Labor
12 Code Section 226.7, Labor Code Section 512, and IWC Wage Order 4-2001, Sections 11 & 12.
13 Defendant's actions also led to derivative Labor Code violations by engaging in a knowing and
14 wilful failure to provide accurate itemized wage statements as required by Labor Code Section
15 226(e) as well as a knowing and wilful failure to timely pay all wages due to employees, like
16 SCHNEIDER, who separated from their employment with Defendant in the relevant time period.
17 Thus, in addition to back wages, Defendant, by its conduct, policy and practices directed toward
18 Plaintiffs and the proposed class, owes penalties as provided by law and further described below.

19 5. Defendant CATHOLIC HEALTHCARE WEST is a health care delivery
20 organization that operates a cohesive and integrated network of acute care/intermediate care
21 hospitals, medical clinics and health care facilities. CHW is a California corporation that is
22 headquartered in San Francisco, California. During the Relevant Time Period, Plaintiff
23 SCHNEIDER was an employee of CHW who worked in a "salaried" or "exempt" position in an
24 Information Technology (IT) support role. SCHNEIDER and KNOTT's positions were directly
25 involved in CHW's role-out, implementation, configuration and deployment of a comprehensive
26 Electronic Medical Record (EMR) system within its California-based hospitals, medical clinics
27 and related health care facilities providing inpatient and outpatient medical care. Thus, Plaintiff
28 SCHNEIDER was part of CHW's overall information services group of employees charged with

1 deployment and implementation of the EMR applications. The job titles, job codes, and salary
2 grades for these proposed CHW class members are numerous, varied and complicated, and many
3 may have changed through the years encompassed by this action; however, all of the employees
4 have performed and continue to perform the same and substantially identical primary functions of
5 preparing, configuring, training, orienting, deploying, implementing, maintaining and
6 troubleshooting CHW's transition to Electronic Medical Record (EMR) systems throughout its
7 California-based acute care hospitals and medical clinics. While these job functions require
8 certain technical experience and skills, Plaintiffs are informed and believe, and based thereupon
9 allege, that the actual tasks and duties common to all proposed class members were routine and
10 repetitive, confined to a strict regimen of policies and procedures, and afforded the proposed class
11 very little discretion and independent judgment necessary to implicate any recognized exemption
12 under California labor laws and/or regulations. As a result, any efforts by CHW to assert either
13 the "administrative" or the "computer professional" exemptions to defend its conduct in the
14 failure to pay all wages due fail. Further, Plaintiffs are informed and believe that none of the
15 proposed members of the Plaintiff Class had any significant degree of discretion or independent
16 judgement as to any matters of corporate significance for any appreciable portion of their daily or
17 weekly worktime. Finally, Plaintiffs are informed and believe that once total actual worktime is
18 considered (which was not measured by Defendant), a large proportion of the proposed Plaintiff
19 Class failed to meet DLSE mandated salary and hourly-equivalent thresholds in order to come
20 close to implicating the exemption embodied in California Labor Code Section 515.5. Despite
21 this knowledge, CHW still failed to pay all wages earned and due under California law.

22 6. Due to the cohesive set of job code and salary grades incorporated into CHW's
23 operations, each of the "salaried" and/or "exempt" IT employees in the proposed class definition
24 (below) are readily ascertainable directly from review of CHW's corporate and Human Resource
25 (HR)records. Plaintiff is informed and believes and based thereupon alleges that by resort to
26 common organizational structure, integrated job codes, uniform job descriptions/job titles and
27 salary grades assigned to the proposed class (below) that all members of the proposed class will
28 be able to be notified of this action for determinations as to their participation in the action.

1 7. For purposes of this case, the proposed Plaintiff Class includes persons in the
2 following categories: All CHW's California-based Information Technology (IT) and/or IT
3 Support personnel employed in non-managerial "exempt" positions who were assigned to deploy,
4 implement, configure, orient, train, monitor, maintain and troubleshoot CHW's EMR and
5 "CareConnect" systems at any time commencing from 4 years prior to the initiation of this action
6 until the commencement of trial. This definition, includes, without limitation, persons having job
7 titles, job codes and/or job descriptions of "Data Analyst," "Applications Analyst," "Applications
8 Support Analyst," "Clinical Analyst," "Systems Analyst," "Technical Analyst," "Business
9 Analyst," "Programmer Analyst," "Reporting Analyst," "Trainer," "Training Specialist,"
10 "Technical Writer," "Operations Analyst," "Program Manager" and/or similar job titles or
11 positions assigned to the installation, configuration, deployment, implementation, training,
12 updating, monitoring, maintaining and troubleshooting of Defendant's "CHW CareConnect"
13 and/or the EMR initiative.

14 8. The covered positions in the proposed class run across similar job families within
15 CHW's Information Services, Operations Support, Information Technology, Clinical Resources
16 and Training & Development Departments. Although particular applications may differ, the
17 centralized systems and software utilized by CHW each have the same or similar functional
18 aspects such that the variety of nomenclature used by CHW in their job titles and codes are,
19 nonetheless, substantially identical in function, tasks and duties, and all were subject to a blanket
20 classification by Defendant as exempt from overtime without justification. Further, all positions
21 were related to the EMR initiative to digitize paper medical records and to streamline networked
22 applications within CHW's facilities through its centralized group of key applications, such as
23 Allscripts, Flowcast and AXOLOTL (Genix). The proposed Plaintiff Class worked side-by-side
24 in order to deploy and implement the EMR process at each California-based CHW facility.

25 9. Like SCHNEIDER and KNOTT persons in these positions that were based in the
26 State of California spent a majority of their work time engaged in routine, repetitive non-exempt
27 functions and duties for the Defendant while being mis-classified as exempt employees during the
28 "Class Period," which is defined as four years prior to the filing of the Complaint through the date

1 of commencement of trial in this action. Like SCHNEIDER and KNOTT, the proposed
2 Plaintiff Class all spent considerable amounts of work time in excess of 8 hours per day and/or 40
3 hours per week in order to timely install, deploy, train and implement EMR in accordance with
4 CHW imposed time-lines. And, like SCHNEIDER and KNOTT, each of the proposed members
5 of the Plaintiff Class would occasionally perform work side-by-side with others contracted by
6 CHW, performing substantially identical tasks and duties, while the contractees obtained hourly
7 and overtime wages, while the proposed class did not.

8 10. By this action, SCHNEIDER and KNOTT, on behalf of themselves, and on behalf
9 of all other similarly situated employees based in California, seek damages and restitution in the
10 recovery of unpaid overtime wages for hours worked in excess of 8 per day and/or 40 per week
11 for themselves and each of the putative class members. SCHNEIDER and KNOTT also seek
12 payment of “premium wages” for non-compliant meal periods and rest periods, “waiting time”
13 penalty wages for formerly employed putative class members who were not paid all wages due at
14 the time of separation from CHW, penalties for Defendant’s failure to provide accurate itemized
15 wage statements and declaratory/injunctive relief, to the extent permitted by law, that the
16 positions identified and the tasks/duties performed fail to plainly and unmistakably meet the
17 requirements of any recognized exemption under California law.

18 11. Plaintiff JUDY KNOTT has complied in all respects with Labor Code Section
19 2698, et seq., also called the Private Attorney General Act of 2004 (“PAGA”). Plaintiff KNOTT
20 has fully complied with the notice and opportunity to cure provision of the PAGA as evidenced by
21 Exhibit “A” attached hereto, by giving notice of her claim to the Defendant and the LWDA on or
22 about November 1, 2010. The LWDA declined to intervene or investigate in the action within
23 the time required by law. As required by the PAGA, Plaintiff KNOTT has waited 33-days in
24 order for the LWDA to either intervene and investigate, or issue a letter declining to do so. That
25 period of time allowing for CHW to take measures to “cure” has expired. In fact, CHW issued a
26 letter to the LWDA specifically declining to take any curative action such that all conduct
27 hereinafter is sufficient to constitute a knowing, willful and ongoing violation of law. As a result,
28 Plaintiff KNOTT brings this action as a representative action as an aggrieved employee and is

1 eligible to recover all applicable penalties as if the action were brought by the State of California
2 by an through the Division of Labor Standards Enforcement (DLSE) and/or the California Labor
3 and Workforce Development Agency (LWDA). Plaintiff KNOTT will seek to recover all
4 applicable penalties available by law and regulation and will distribute funds in accordance with
5 the PAGA. CHW, through its attorney response, did not deny KNOTT's allegations.

6 12. Plaintiffs bring this as a class action pursuant to California Code of Civil
7 Procedure Section 382 and under the Unfair Competition Law, California Labor Code sections
8 201-204, 226, 226.7, 510-512, and 1194, applicable Wage Orders of the Industrial Welfare
9 Commission (IWC), Title 8 of the California Code of Regulations, section 11050 et seq., and
10 pursuant to Business & Professions Code, section 17200, et seq. The Class sought to be certified
11 consists of the following:

12 **Plaintiff Class:**

13 All Defendant's employees based in California who, at any time from the
14 period of 4 years prior to the commencement of this action until the date
15 of trial were (1) held job titles, job codes and/or position descriptions of
16 "Data Analyst," "Applications Analyst," "Applications Support Analyst,"
17 "Clinical Analyst," "Systems Analyst," "Technical Analyst," "Business
18 Analyst," "Programmer Analyst," "Reporting Analyst," "Trainer,"
19 "Training Specialist," "Technical Writer," "Operations Analyst,"
"Program Manager" and/or similar job titles or positions; (2) classified by
CHW as "exempt" or "salaried" and ineligible for overtime compensation;
and (3) assigned by CHW to engage in the installation, configuration,
deployment, implementation, training, updating, monitoring, maintaining
and troubleshooting of Defendant's "CHW CareConnect" and/or the EMR
initiative.

20 13. The "Overtime Subclass" includes all members of the Plaintiff Class who worked
21 in excess of 8 hours per day and/or 40 hours per week and who were not paid overtime
22 compensation as required by applicable orders of the Industrial Welfare Commission ("IWC.")

23 14. The "Meal Period Subclass" includes all members of the Plaintiff Class who
24 worked periods exceeding five hours without an uninterrupted, off-duty, 30-minute meal period
25 and/or periods in excess of ten hours without a second uninterrupted off-duty, 30-minute meal
26 period and were denied commensurate pay in lieu thereof as required under Labor Code sections
27 226.7 as well as applicable Wage Orders of the Industrial Welfare Commission ("IWC.") (See,
28 IWC Wage Order 4-2001, Section 11.)

1 15. The “Rest Period Subclass” includes all members of the Plaintiff Class who
2 worked periods of four hours or a major fraction thereof without a rest period of at least 10-
3 minutes and were denied commensurate pay in lieu thereof as required under Labor Code section
4 226.7 as well as applicable Wage Orders of the Industrial Welfare Commission (“IWC.”) (See,
5 IWC Wage Order 4-2001, Section 12.)

6 16. The “Waiting Time Subclass” includes all members of the Plaintiff Class who
7 ended their employment with the Defendant during the proposed Class Period, but who were not
8 timely paid all wages owed as required by Labor Code Section 203. As a result, the members of
9 this subclass, of which SCHNEIDER is a member, are entitled to “premium wage” payments
10 equivalent to 30-days pay at their last hourly rate. For purposes of this subclass, Plaintiff
11 SCHNEIDER is informed and believes that Defendant’s conduct in failing to timely pay the
12 proposed subclass members all wages due at the time of separation was “wilful” and “knowing”
13 as defined by California case law and as will be proven by Defendant’s conduct, practices and
14 policies at the time of trial.

15 17. The “Wage Statement Subclass” includes all members of the Plaintiff Class, who,
16 as a result of their “exempt” classification, did not receive accurate itemized wage statements
17 showing total time caused or suffered to work and the accompanying hours and rates of pay as
18 required by California Labor Code Section 226(a). As a consequence, SCHNEIDER and
19 KNOTT, and members of this subclass, are entitled to specified penalties pursuant to Labor Code
20 Section 226(e). For purposes of this subclass, Plaintiffs are informed and believe, and based
21 thereon allege, that Defendant’s conduct in failing to timely pay the proposed subclass members
22 all wages due at the time of separation was “wilful” and “knowing” as defined by California case
23 law and as will be proven by Defendant’s conduct, practices and policies at the time of trial.

24 18. The “UCL Subclass” includes all members of the “Overtime Subclass,” the “Meal
25 Period Subclass,” and the “Rest Period Subclass” who (1) were subject to unlawful, illegal, unfair
26 and/or deceptive business acts /and or practices by the Defendant and (2) are entitled to restitution
27 of unpaid wages from the Defendant based on conduct occurring at any time from 4 years prior to
28 the commencement of this action until the commencement of trial in this action.

1 19. As used herein, the term “Plaintiffs” means KIMBERLY SCHNEIDER and JUDY
2 KNOTT, who are the named Plaintiff Class representatives; the term “Plaintiff Class” includes the
3 Plaintiff and all members of the proposed Class and Subclasses. Plaintiffs were employed by
4 CHW and held positions that were deemed by CHW to be “salaried” and/or “exempt.” Plaintiffs
5 held IT and IT-Support positions as identified herein and for which recovery is sought. Plaintiffs
6 were assigned job duties, tasks and functions common to the proposed Plaintiff class and related
7 to the installation, configuration, deployment, implementation, training, updating, monitoring,
8 maintaining and troubleshooting of Defendant’s “CHW CareConnect” and/or the EMR initiative.
9 Plaintiffs regularly worked hours of overtime in excess of 8 per day and/or 40 per week without
10 commensurate pay as required by the California Labor Code and/or applicable Wage Orders of the
11 IWC. Further, Plaintiffs were not provided with compliant meal periods, nor were they authorized
12 and permitted to take requisite rest breaks. Plaintiff SCHNEIDER separated from her
13 employment in September/October 2009, and was not timely paid all wages owed, nor had
14 Defendant properly and accurately itemized her wage statements during her employment with
15 CHW. In short, Plaintiffs have suffered, damage and wage loss as a result of Defendant’s
16 conduct and mis-classification and Defendant has unjustly retained wages such that recovery for
17 said sums, plus interest at the legal rate, are due. Plaintiffs’ injury in fact provides them standing
18 to sue both on their own behalf, but also as proposed class representatives on behalf of others
19 similarly situated in the proposed Class and Subclasses.

20 20. Plaintiffs seek damages and restitution for compensation for work performed and
21 moneys due themselves and the Plaintiff Class and Subclasses during the “Class Period,” which is
22 defined as four years prior to the filing of this action through the trial date. Based upon
23 information and belief that the Defendant’s unlawful, unfair, and deceptive acts and business
24 practices are continuing and will continue into the future, Plaintiffs may elect to seek declaratory,
25 and/or injunctive relief for the benefit of the proposed class they represent.

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1 II.

2 JURISDICTION AND VENUE

3 21. The California Superior Court has original jurisdiction in this matter due to
4 Defendant's violations of Labor Code §201, et seq., Labor Code §500, et seq., Labor Code §1194,
5 Business and Professions Code §17200, et seq., the IWC Wage Order(s) and related common law
6 principles. No federal law claims are asserted in this action.

7 22. Venue is proper in this Judicial district and the Superior Court of the State of
8 California in and for the City and County of San Francisco because, upon information and belief,
9 Defendant resides in, is located in and/or is domiciled in this county and maintains offices,
10 headquarters and transacts business in this county, and work was performed by members of the
11 class made the subject of this action in the City and County of San Francisco, California. Venue
12 is also proper pursuant to CCP §395(b) and/or CCP §395.5 in that Plaintiffs are residents of said
13 county and the county is the place where the harm occurred. Lastly, the unlawful acts alleged
14 herein have a direct effect on Plaintiffs and those similarly situated within the State of California
15 and within City and County of San Francisco, as well as other counties located throughout the
16 State of California. Plaintiffs are informed and believe that a majority of Defendant's operations
17 occur in Central and Northern California, and as a result, the Superior Court in and for the City
18 and County of San Francisco is a convenient forum to try this case.

19 23. On information and belief, the California Superior Court has primary and original
20 jurisdiction in this matter because there is no federal question at issue as the issues herein are
21 based solely on California statutes and law including the California Labor Code, Industrial
22 Welfare Commission Wage Orders, Code of Civil Procedure, Rules of Court, and Business and
23 Professions Code. No diversity jurisdiction exists sufficient for any removal of action to federal
24 district court, either under 28 U.S.C. §1332 or §1332(d) pursuant to the Class Action Fairness Act
25 ("CAFA"). Plaintiffs are informed and believe, and based thereupon allege, that any removal by
26 the Defendant under the CAFA would be improper.

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1 III.

2 THE PARTIES

3 A. The Plaintiffs

4 24. Plaintiff KIMBERLY SCHNEIDER was an employee of the Defendant and is
5 entitled to overtime compensation, rest and meal period compensation, wage statement penalties,
6 waiting time “premium pay” penalties, interest and attorneys’ fees from the Defendant.
7 KIMBERLY SCHNEIDER was employed by the Defendant for a period of time during the Class
8 Period in a salaried position, deemed exempt from the requirement to pay overtime by her
9 employer. CHW utilized a systematic and uniform classification policy applicable to all class
10 members without review or audit of tasks and duties, that, taken in combination with other
11 uniform policies, business practices, and procedures applicable to the proposed Class and
12 Subclasses, render the action well suited for class action procedures and treatment as permitted by
13 Code of Civil Procedure §382 and Rules of Court.

14 25. Plaintiff JUDY KNOTT is a current employee of the Defendant and is entitled to
15 overtime compensation, rest and meal period compensation, wage statement penalties, waiting
16 time “premium pay” penalties, interest and attorneys’ fees from the Defendant. KNOTT was
17 employed by the Defendant for a period of time during the Class Period in a salaried position,
18 deemed exempt from the requirement to pay overtime by her employer. CHW utilized a
19 systematic and uniform classification policy applicable to all class members without review or
20 audit of tasks and duties, that, taken in combination with other uniform policies, business
21 practices, and procedures applicable to the proposed Class and Subclasses, render the action well
22 suited for class action procedures and treatment as permitted by Code of Civil Procedure §382 and
23 Rules of Court.

24 26. Each of the Plaintiff Class members are identifiable persons who were employed
25 by CHW in the having job titles, job codes and/or job descriptions of “Data Analyst,”
26 “Applications Analyst,” “Applications Support Analyst,” “Clinical Analyst,” “Systems Analyst,”
27 “Technical Analyst,” “Business Analyst,” “Programmer Analyst,” “Reporting Analyst,”
28 “Trainer,” “Training Specialist,” “Technical Writer,” “Operations Analyst,” “Program Manager”

1 and/or similar job titles or positions assigned to the installation, configuration, deployment,
2 implementation, training, updating, monitoring, maintaining and troubleshooting of Defendant's
3 "CHW CareConnect" and/or the EMR initiative. None of the employees spent a majority of their
4 work time either engaged in scientific research, nor did they design, develop, write, draft or create
5 hardware or software solutions for CHW. Most of their tasks involved merely serving
6 maintenance and implementation of new hardware/software/network and applications systems
7 deployed by CHW during the Class Period, over which, the proposed Class had very little or no
8 input, and were deprived of sufficient discretion and independent judgment necessary to invoke
9 any recognized exemption under California labor laws and regulations.

10 **B. The Defendants**

11 27. Plaintiffs are informed and believe, and based thereon alleges that CHW is a
12 California corporation with its principal place of business in California, and is and was the
13 employer of Plaintiffs and the members of Plaintiff Class and Subclasses during the Class Period.
14 CHW is headquartered, maintains and transacts business as a health care delivery system
15 operating in this Judicial District and other Northern and Central California counties.

16 28. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
17 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 100,
18 inclusive, but on information and belief allege that said Defendants are legally responsible for the
19 payment of overtime compensation, rest and meal period compensation and/or Labor Code section
20 203 "premium pay" penalties to the Plaintiff Class members by virtue of their unlawful practices,
21 and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this complaint
22 to allege the true names and capacities of the DOE Defendants when ascertained.

23 29. Plaintiffs are informed and believe, and based thereon allege, that each Defendant,
24 including all unnamed DOE Defendants, acted in all respects pertinent to this action as the agent
25 of the other Defendants, carried out a joint scheme, business plan or policy in all respects
26 pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.
27 Plaintiffs are informed and believe that CHW and all DOE defendants, for purposes of
28 employment policies, hiring, firing, human resources, wages and benefits, act as a joint employer

1 or joint venture, such that CHW and any DOE Defendants are to be jointly and severally liable for
2 the unlawful acts as herinafter described. Further, Plaintiffs are informed and believe, and based
3 thereupon allege, that Defendants, and each of them, each had knowledge and information
4 sufficient to them to have authorized, ratified and directed the acts of one another as their conduct
5 relates to the Defendants' collective practices and treatment of the proposed class of employees.

6 **IV.**

7 **GENERAL ALLEGATIONS**

8 30. California Labor Code section 1194 provides that notwithstanding any agreement
9 to work for a lesser wage, an employee receiving less than the legal overtime compensation is
10 entitled to recover in a civil action the unpaid balance of their overtime compensation, including
11 interest thereon, reasonable attorneys' fees, and costs of suit.

12 31. Further, Business and Professions Code section 17203 provides that any person
13 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
14 Business and Professions Code section 17204 provides that any person who has suffered actual
15 injury and has lost money or property as a result of the unfair competition may bring an action for
16 restitution in a court of competent jurisdiction. Violations of the California Labor Code in
17 connection with an employer's obligation to pay wages serves as a legitimate predicate for
18 implication of the UCL.

19 32. During all, or a portion, of the Class Period, Plaintiffs and each member of the
20 Plaintiff Class were employed by Defendants, and each of them, in the State of California.

21 33. Plaintiffs and each Plaintiff Class member were non-exempt employees covered
22 under one or more Industrial Welfare Commission (IWC) Wage Orders, including Wage Order 4-
23 2000, 4-2001 ("Wage Orders"), Labor Code section 510, and/or other applicable wage orders,
24 regulations and statutes, and each Plaintiff Class member was not subject to an exemption for
25 computer, executive, administrative or professional employees, which imposed an obligation on
26 the part of the Defendant to pay Plaintiffs and Plaintiff Class members lawful overtime
27 compensation at the requisite legal rate for hours worked in excess of 8 hours per week and/or 40
28 per week, and were denied rest and meal period compensation for non-compliant missed, late or

1 interrupted meals and rest periods throughout the Class Period.

2 34. During the Class Period, Defendant was obligated to pay Plaintiffs and the Plaintiff
3 Class overtime compensation for all hours worked over eight (8) hours of work in one (1) day or
4 forty (40) hours in one week. Defendant regularly required Plaintiffs and the Plaintiff Class to
5 work overtime hours without overtime compensation.

6 35. Plaintiffs and each Plaintiff Class member primarily performed non-exempt work
7 in excess of the maximum regular rate hours set by the IWC in the above Wage Orders,
8 regulations or statutes, and therefore entitled the Plaintiffs and Plaintiff Class members to
9 overtime compensation at the rate of time and one-half, and when applicable, double time rates as
10 set forth by the above Wage Orders, regulations and/or statutes.

11 36. During the Class Period, the Defendants, and each of them, required Plaintiffs and
12 Plaintiff Class members to work overtime without lawful compensation, in violation of the
13 various above applicable Wage Orders, regulations and statutes, and the Defendants: (1) willfully
14 failed and refused, and continue to fail and refuse to pay lawful overtime compensation to the
15 Plaintiff Class members; and (2) willfully failed and refused, and continue to fail and refuse to pay
16 wages promptly when due upon termination of employment to each of the Plaintiff Class
17 members.

18 37. During the Class Period, the Defendants, and each of them, required members of
19 the Plaintiff Class to work without being given paid 10-minute rest periods as required by law and
20 without being given a 30-minute meal period and second 30-minute meal periods as required by
21 law, during which Plaintiff Class members were relieved of all duties and free to leave the
22 premises. Plaintiffs were not provided with compliant meal periods during the Class Period nor
23 did Defendant pay Plaintiffs or any Class member one hour's pay at the employee's regular rate of
24 pay as premium pay compensation for failure to provide rest and/or meal periods. Plaintiffs were
25 regularly required to work and were not provided with off-duty meal periods.

26 38. Plaintiff Class members performed primarily non-exempt functions for the
27 Defendant and were mis-classified as exempt employees. They do not qualify under the corporate
28 professional exemption because they are not paid statutory minimum pay to qualify for this

1 exemption. They are not employed to manage Defendant's enterprise in managerial duties. They
2 do not perform work related to Defendant's general business operation but primarily perform
3 functions related to the product or service provided by Defendant and do not exercise discretion
4 and/or independent judgment to be exempt in an administrative capacity. Further, they are not
5 employed on an hourly basis with pay not less than the statutory rate set by the IWC Wage Orders
6 and premium overtime pay. Hence, the work performed in these employee positions is not
7 exempt work but rather is non-exempt work.

8 39. Class members who ended their employment during the Class Period, but were not
9 paid the above due overtime compensation timely upon the termination of their employment as
10 required by Labor Code sections 201-203, are entitled to penalties as provided by California Labor
11 Code section 203.

12 40. Class members are likewise entitled to penalties for Defendant's failure to provide
13 accurate itemized wage statements concerning hours worked and meal periods taken.

14 **V.**

15 **CLASS ACTION ALLEGATIONS**

16 41. Plaintiffs bring this action on behalf of themselves and all other similarly-situated
17 persons as a class action pursuant to California Code of Civil Procedure section 382. The class
18 which Plaintiffs seek to represent is composed of and defined as follows:

19 All Defendant's employees based in California who, at any time from the
20 period of 4 years prior to the commencement of this action until the date
21 of trial were (1) held job titles, job codes and/or position descriptions of
22 "Data Analyst," "Applications Analyst," "Applications Support Analyst,"
23 "Clinical Analyst," "Systems Analyst," "Technical Analyst," "Business
24 Analyst," "Programmer Analyst," "Reporting Analyst," "Trainer,"
25 "Training Specialist," "Technical Writer," "Operations Analyst,"
26 "Program Manager" and/or similar job titles or positions; (2) classified by
27 CHW as "exempt" or "salaried" and ineligible for overtime compensation;
28 and (3) assigned by CHW to engage in the installation, configuration,
deployment, implementation, training, updating, monitoring, maintaining
and troubleshooting of Defendant's "CHW CareConnect" and/or the EMR
initiative.

26 42. Further, Plaintiff seeks to certify a subclass of employees composed of and defined
27 as follows:

1 Plaintiff “Overtime Subclass” (Overtime):

2 All members of the Plaintiff Class who worked in excess of eight (8)
3 hours per workday and/or forty (40) hours per workweek and for whom
4 CHW did not pay overtime wages as required by IWC Wage Order 4-2001.

4 43. Further, Plaintiffs seek to certify a subclass of employees composed of and defined
5 as follows:

6 Plaintiff “Meal Period Subclass”:

7 All members of the Plaintiff Class, who, during the proposed Class Period, worked
8 periods exceeding five hours without an uninterrupted, off-duty, 30-minute meal
9 period and/or worked periods in excess of ten hours without a second
10 uninterrupted, off-duty, 30-minute meal periods, and for whom CHW did not
11 provide compensation of one hour’s pay at the employee's regular rate for each
12 such day that a meal period was not provided.

11 44. Further, Plaintiffs seek to certify a subclass of employees composed of and defined
12 as follows:

13 Plaintiff “Rest Period Subclass”:

14 All members of the Plaintiff Class, who, during the proposed Class Period, worked
15 periods of four hours or a major fraction thereof without an uninterrupted rest
16 period of at least 10-minutes in length and for whom CHW did not provide one
17 hour's pay at the employee's regular rate for each such day that a rest period was
18 not permitted.

17 45. Further, Plaintiffs seek to certify a subclass of employees composed of and defined
18 as follows:

19 Plaintiff “Waiting Time Subclass”:

20 All members of the Plaintiff Class, who, during the proposed Class Period,
21 separated from their employment from CHW by way of voluntary or involuntary
22 discharge, and to whom the Defendant knowingly failed to timely pay all wages
23 owed to said employees.

23 46. Further, Plaintiffs seek to certify a subclass of employees composed of and defined
24 as follows:

25 Plaintiff “Wage Statement Subclass”:

26 All members of the Plaintiff Class during the proposed Class Period to whom CHW
27 knowingly and intentionally failed to provide accurate itemized wage statements showing
28 all hours the said employee was actually caused or suffered to work.

27 47. Further, Plaintiffs seek to certify a subclass of employees composed of and defined
28 as follows:

1 Plaintiff “UCL Subclass”:

2 All members of the “Overtime Subclass,” the “Meal Period Subclass,” and the
3 “Rest Period Subclass” who (1) were subject to unlawful, illegal, unfair and/or
4 deceptive business acts /and or practices by the Defendant and (2) are entitled to
5 restitution of unpaid wages from the Defendant based on conduct occurring at any
6 time from 4 years prior to the commencement of this action until the
7 commencement of trial in this action.

8 48. Plaintiffs reserve the right under Rule 3.765(b), California Rules of Court, to
9 amend or modify the Class description with greater specificity or further division into subclasses
10 or limitation to particular issues.

11 49. This action has been brought and may be maintained as a class action pursuant to
12 Code of Civil Procedure section 382 because there is a well-defined common interest of many
13 persons and it is impractical to bring them all before the court.

14 50. **Ascertainable Class:** The proposed class and each subclass are ascertainable in
15 that their members can be identified and located using information contained in Defendant’s
16 payroll and personnel records.

17 51. **Numerosity:** The potential quantity of members of the Class and Subclasses as
18 defined is so numerous that joinder of all members would be unfeasible and impractical. The
19 disposition of their claims through this class action will benefit both the parties and this Court.
20 The quantity of members of the Class and Subclasses is unknown to Plaintiffs at this time,
21 however, it is estimated that each the Class and Subclasses number is in excess of 100 individuals.
22 The quantity and identity of such membership is readily ascertainable via inspection of
23 Defendant’s records.

24 52. **Typicality:** The claims of Plaintiff SCHNEIDER and JUDY KNOTT for overtime
25 wages, waiting time penalties, interest, and attorneys’ fees are typical of the claims of all members
26 of the Class and Subclasses mentioned herein because all members of the Class and Subclasses
27 sustained similar injuries and damages arising out of Defendant’s common course of conduct in
28 violation of law and the injuries and damages of all members of the Class and Subclasses were
29 caused by Defendant’s wrongful conduct in violation of law, as alleged herein.

30 53. **Adequacy:** Plaintiffs KIMBERLY SCHNEIDER and JUDY KNOTT are adequate

1 representatives of the Class and Subclasses herein, and will fairly protect the interests of the
2 members of the Class and Subclasses, have no interests antagonistic to the members of the Class
3 and Subclasses and will vigorously pursue this suit via attorneys who are competent, skilled and
4 experienced in litigating matters of this type. Plaintiffs are informed and believe that proposed
5 Class Counsel that they have retained are competent and experienced in litigating large
6 employment law class actions.

7 54. **Superiority:** The nature of this action and the nature of laws available to Plaintiffs
8 make use of the class action format a particularly efficient and appropriate procedure to afford
9 relief to Plaintiffs for the wrongs alleged herein, as follows:

- 10 a. This case involves a large corporate Defendant and a sufficient numerous
11 group of individual Class Members with many relatively small claims and common
12 issues of law and fact;
- 13 b. If each individual member of each of the Class and Subclasses was required
14 to file an individual lawsuit, the large corporate Defendant would necessarily gain
15 an unconscionable advantage because Defendant would be able to exploit and
16 overwhelm the limited resources of each individual member of the Class and
17 Subclasses with Defendant's vastly superior financial and legal resources;
- 18 c. Requiring each individual member of each of the Class and Subclasses to
19 pursue an individual remedy would also discourage the assertion of lawful claims
20 by the members of the Class and Subclasses who would be disinclined to pursue an
21 action against Defendant because of an appreciable and justifiable fear of
22 retaliation and permanent damage to their lives, careers and well-being;
- 23 d. Proof of a common business practice or factual pattern, of which the
24 members of the Class and Subclasses experienced, is representative of the Class
25 and Subclasses herein and will establish the right of each of the members of the
26 Class and Subclasses to recover on the causes of action alleged herein;
- 27 e. The prosecution of separate actions by the individual members of the Class
28 and Subclasses, even if possible, would create a substantial risk of inconsistent or

1 varying verdicts or adjudications with respect to the individual members of the
2 Class and Subclasses against Defendant; and which would establish potentially
3 incompatible standards of conduct for Defendant; and/or legal determinations with
4 respect to individual members of the Class and Subclasses which would, as a
5 practical matter, be dispositive of the interest of the other members of the Class
6 and Subclasses who are not parties to the adjudications or which would
7 substantially impair or impede the ability of the members of the Class and
8 Subclasses to protect their interests; and

9 f. The claims of the individual members of the Class and Subclasses are not
10 sufficiently large to warrant vigorous individual prosecution considering all of the
11 concomitant costs and expenses attending thereto.

12 g. Furthermore, as the damages suffered by each individual member of the
13 class may be relatively small, the expenses and burden of individual litigation
14 would make it difficult or impossible for individual members of the class to redress
15 the wrongs done to them, while an important public interest will be served by
16 addressing the matter as a class action.

17 h. The cost to the court system of adjudication of such individualized
18 litigation would be substantial. Individualized litigation would also present the
19 potential for inconsistent or contradictory judgment.

20 i. Finally, the alternative of filing a claim with the California Labor
21 Commission is not superior, given the lack of discovery in such proceedings, the
22 availability of fewer remedies, and the fact that the losing party has the right to a
23 trial de novo in the Superior Court.

24 **55. Existence and Predominance of Common Questions of Fact and Law:** There
25 are common questions of law and fact as to the members of the Class and Subclasses which
26 predominate over questions affecting only individual members of the Class and Subclasses
27 including, without limitation:

28 a. Whether the Class Members qualify for exempt status under the

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- administrative exemption;
- b. Whether the Class Members qualify for exempt status under the computer professional exemption;
- c. Whether the Class Members were improperly mis-classified by Defendant without analysis as to job duties performed.
- d. The extent to which Defendant analyzed the duties and responsibilities of the Class Members before classifying them as exempt;
- e. The number of hours per week and per day Class Members are expected to work;
- f. Defendant's expectations as to the duties and responsibilities of the Class Members, and whether these expectations are reasonable under the circumstances;
- g. Whether the various tasks performed by the Class Members qualify as exempt or non-exempt tasks;
- h. Whether Defendant's withholding of overtime pay and was willful under the meaning of Labor Code Section 203.
- i. Whether Defendant failed to keep adequate records for the members of the Wage Statement Subclass pursuant to Labor Code 226(a) (and the consequence for such statutory violations if Defendant did not);
- j. Whether Defendant's conduct constitutes unfair competition within the meaning of Business and Professions Code sections 17200 and 17203;
- k. Whether members of the Class and Subclasses are entitled to compensatory damages, and if so, the means of measuring such damages;
- l. Whether the members of the Class and Subclasses are entitled to injunctive and/or declaratory relief;
- m. Whether the members of the Class and Subclasses are entitled to restitution;
- n. Whether Defendant is liable for pre-judgment interest; and
- o. Whether Defendant is liable for attorneys' fees and costs.

1 56. **Manageability of Class and Common Proof:** The nature of this action and the
2 nature of laws available to Plaintiffs make use of the class action format a particularly efficient
3 and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein.
4 Specifically, the primary class turns upon Defendant's own uniform, systematic practice of
5 classifying all affected job positions as "salaried exempt" without any individual scrutiny of tasks
6 and duties is in compliance with Labor Code section 1194 and the presumptions against
7 employees being deemed "exempt" from overtime payment requirements. Therefore, the propriety
8 of the classification scheme applicable to all employees holding the job titles and positions is a
9 predominant question of fact that is easily cable of being discovered through manageable devices
10 of common proof such as statistical random sampling, survey evidence based on scientific
11 principles, representative testimony, documentary evidence and common practices/procedures of
12 the Defendant in treating each of the class members as a homogeneous group in the payment of
13 their wages. Plaintiffs are informed and believe that the Plaintiff Class as defined, although
14 nominally constituting many constituents, is, in reality, a narrowly defined group of employees,
15 subject to common policies, practices and procedures, and whose job duties, tasks and
16 classification scheme can be readily achieved through means of common proof. Once the
17 predominant issue of exempt classification is determined, then each of the derivative Subclass
18 claims and damages, if any, suffered by each member is capable of being shown by several means
19 of common proof and limited by individual showings of entitlement to recovery that can be
20 professionally administered and tailored to the facts and circumstances of the case.

21 **VI.**

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **Failure To Pay Overtime Wages [Labor Code §1194]
(Plaintiffs and each Plaintiff Class Member against each Defendant)**

25 55. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

26 56. Plaintiffs and the Plaintiff Class Members were regularly required to work
27 overtime hours and are entitled to overtime compensation for overtime work performed for the
28 Defendant, in an amount according to proof. Pursuant to Labor Code sections 1194 and 1198 and

1 IWC Wage Order 4-2001, the Plaintiff Class Members seek the payment of all overtime
2 compensation which they earned and accrued after four (4) years prior to filing of the Complaint,
3 according to proof.

4 57. Additionally, Plaintiffs and Plaintiff Class Members are entitled to attorneys' fees,
5 and costs, pursuant to California Labor Code § 1194 and prejudgment interest in an amount
6 according to proof.

7 **SECOND CAUSE OF ACTION**
8 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
9 **(Against each Defendant)**

10 58. Plaintiffs incorporate all preceding paragraphs of this complaint as if fully alleged
11 herein.

12 59. By requiring Plaintiffs and members of the Plaintiff Class to work periods
13 exceeding five hours without an uninterrupted, off-duty 30-minute meal period and to work
14 periods exceeding ten hours without a second uninterrupted, off-duty 30-minute meal period and
15 not compensating one hour of pay at their regular rate of compensation for each such occurrence,
16 as alleged above, Defendant willfully violated the provisions of Labor Code sections 226.7, 512
17 and IWC Wage Order Nos. 4-1998, 4-2000, and 4-2001. Pursuant to Labor Code sections 226.7
18 and 512, the Plaintiff Class members seek the payment of all meal period compensation which
19 they are owed, according to proof.

20 60. Additionally, Plaintiffs and Plaintiff Class members are entitled to attorneys' fees,
21 and costs, and prejudgment interest.

22 **THIRD CAUSE OF ACTION**
23 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**
24 **(Against each Defendant)**

25 61. Plaintiffs incorporate all preceding paragraphs of this complaint as if fully alleged
26 herein.

27 62. By requiring Plaintiffs and members of the Plaintiff Class they seek to represent to
28 work four hours or a major fraction thereof without a rest period of at least ten minutes, and
failing to provide appropriate compensation in lieu thereof, as alleged above, Defendant willfully
violated the provisions of Labor Code section 226.7 and IWC Wage Order Nos. 5-2000, and

1 5-2001. Plaintiffs and the Class members they seek to represent did not willfully waive through
2 mutual consent with Defendant such rest periods. Plaintiffs and Plaintiff Class members are
3 entitled to an hour of pay for each day that Defendant failed to properly provide one or more rest
4 periods as set forth in the IWC wage orders, in an amount according to proof. Pursuant to Labor
5 Code section 226.7, the Plaintiff Class members seek the payment of all rest period compensation
6 which they are owed according to proof.

7 63. Additionally, Plaintiffs and members of the Plaintiff Class are entitled to attorneys'
8 fees, and costs, and prejudgment interest.

9 **FOURTH CAUSE OF ACTION**
10 **Failure to Timely Pay Wages Due at Termination in Violation of**
11 **California Labor Code § 203**
(Plaintiff SCHNEIDER and the Waiting Time Subclass against each Defendant)

12 64. Plaintiff SCHNEIDER incorporates all preceding paragraphs as though fully set
13 forth herein.

14 65. Defendant had a consistent and uniform policy, practice and procedure of
15 willfully failing to lawfully pay the earned and unpaid overtime wages of Defendant's former
16 employees. Labor Code sections 201 and 202 requires Defendant to pay its employees all
17 wages due within 72 hours of termination of employment. Section 203 of the Labor Code
18 provides that if an employer willfully fails to timely pay such wages the employer must, as a
19 penalty, continue to pay the subject employee's wages until the back wages are paid in full or an
20 action is commenced. The penalty cannot exceed 30 days of wages.

21 66. Members of the Waiting Time Subclass are no longer employed by Defendant.
22 They were either discharged from or quit Defendant's employment.

23 67. Defendant willfully failed to pay LC203 Subclass Members a sum certain at the
24 time of their termination or within seventy-two (72) hours of their resignation, and failed to pay
25 those sums for thirty (30) days thereafter.

26 68. Defendant's willful failure to pay wages to the LC203 Subclass Members
27 violates Labor Code section 203 because Defendant knew wages were due to the LC203 Subclass
28 Members, but Defendant failed to pay them.

69. Members of the "Waiting Time" Subclass are entitled to penalties pursuant to

1 Labor Code section 203, in the amount of each class member's daily wage multiplied by thirty
2 (30) days.

3 **FIFTH CAUSE OF ACTION**
4 **Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement**
5 **Provisions (Lab. Code, § 226(a))**
6 **(Plaintiffs and the Wage Statement Subclass against each Defendant)**

7 70. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

8 71. Section 226(a) of the California Labor Code requires Defendant to itemize in wage
9 statements all deductions from payment of wages and to accurately report total hours worked by
10 Plaintiffs and the members of the proposed Class. Defendant has knowingly and intentionally
11 failed to comply with Labor Code section 226(a) on each and every wage statement provided to
12 Plaintiffs and members of the proposed Wage Statement Subclass. To wit, Plaintiffs allege that
13 the wages statements failed to accurately set forth all hours actually caused or suffered to work.

14 72. As a consequence of Defendant's knowing and intentional failure to comply with
15 Labor Code section 226(a), Plaintiffs and the Wage Statement Subclass are entitled to actual
16 damages or penalties not to exceed \$4000 for each employee pursuant to Labor Code section
17 226(b), together with interest thereon and attorneys' fees and costs.

18 **SIXTH CAUSE OF ACTION**
19 **Violations of the Unfair Competition Law**
20 **(Plaintiffs and each Plaintiff Class Member and Subclass Member against each Defendant)**

21 73. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

22 74. The failure to pay lawful overtime compensation and timely pay all pay due upon
23 termination of employment to Plaintiffs and each Plaintiff Class Member and Subclass Member is
24 an unlawful and unfair business practice within the meaning of Business and Professions Code
25 section 17200, et seq., including but not limited to a violation of the applicable State of California
26 Industrial Welfare Commission Wage Orders, regulations and statutes, or is otherwise a practice
27 which is otherwise unfair and unlawful, including that the Defendant did not pay tax contributions
28 on the accrued overtime compensation in the form of taxes payable to the State of California, state
programs and the State's unemployment insurance fund. The scheme by CHW to engage in
wholesale mis-classification of the proposed Plaintiff class as "exempt" from overtime and other

1 labor protections undermines the public interest and undermines the policy of the State of
2 California to protect employee working conditions and rights. Further, by extracting labor from
3 personnel who would otherwise be entitled to overtime compensation, CHW is contributing to
4 continued high unemployment in the State of California as it would otherwise be required to
5 employ an additional number of similar employees in order to accomplish the type, nature and
6 degree of work its assigned to Plaintiffs and the proposed Plaintiff Class.

7 75. This cause of action is brought under Business and Professions Code sections
8 17203 and 17204, commonly called the Unfair Competition Law. Under this cause of action and
9 pursuant to Business and Professions Code section 17208, Plaintiffs and all Plaintiff Class
10 Members seek restitution of overtime wages and other pay owed and, where applicable, penalties
11 under Labor Code section 203, where such wages were due each of the class members during the
12 Class Period, commencing four (4) years prior to filing of this complaint, according to proof.

13 76. This cause of action is brought as a cumulative remedy as provided in Business and
14 Professions Code section 17205, and is intended as an alternative remedy for restitution for
15 Plaintiffs, each Plaintiff Class Member and each Plaintiff Subclass Member for the time period, or
16 any portion thereof, commencing within four (4) years prior to the filing of this complaint, and as
17 the primary remedy for Plaintiffs, each Plaintiff Class Member and each Plaintiff Subclass
18 Member for the time period of the fourth year prior to the filing of this complaint, as such one
19 year time period exceeds the statute of limitations on statutory wage claims.

20 77. As a result of the Defendant's unlawful and unfair business practice of failing to
21 pay overtime and prompt payment of wages in violation of Labor Code sections 201 and 202,
22 each Plaintiff Class Member and Subclass Member has suffered damages and is entitled to
23 restitution in an amount according to proof.

24 78. Further, Plaintiffs request the violations of the Defendant alleged herein be
25 enjoined, and other equitable relief as this court deems proper including an order for the
26 reclassification of Class Members to non-exempt status and requiring payment by the Defendant
27 of tax contributions on the accrued overtime compensation in the form of FICA, Social Security,
28 Medicare, Unemployment Insurance or other appropriate payments necessary for the State of

1 California to function.

2 79. Plaintiffs are informed and believe, and thereon allege, that some potential Class
3 Members are no longer employed and CHW's conduct in failing to timely pay all wages due and
4 owing was willful and as a consequence, those Class Members are owed waiting time premium
5 pay under Labor Code sections 201-203.

6 **SEVENTH CAUSE OF ACTION**
7 **Violations of the PAGA - Labor Code Section 2698, et seq.**
8 **(Plaintiff KNOTT, as a Representative of the General Public, on behalf of all aggrieved**
9 **Employees, and against Defendant)**

9 80. Plaintiff KNOTT incorporates all preceding paragraphs of this complaint as if fully
10 alleged herein.

11 81. Plaintiff KNOTT, by virtue of her employment with CHW and the Defendant's
12 failure to pay all overtime wages and unlawful classification scheme, is an aggrieved employee
13 with standing to bring an action under the PAGA. Plaintiff, by virtue of Exhibit "A" attached
14 hereto, has satisfied all prerequisites to serve as a representative of the general public to enforce
15 California's labor laws, including, without limitation, the penalty provisions identified in Labor
16 Code section 2699.5. Since the LWDA took no steps within the time period required nor
17 indicated any intention to intervene and because CHW took no corrective action to remedy the
18 allegations set forth above, Plaintiff KNOTT, as a representative of the people of the State of
19 California, will seek any and all penalties otherwise capable of being collected by the Labor
20 Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes,
21 each of the following, as is set forth in Labor Code Section 2699.5, which states:

22 The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation
23 of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
24 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
25 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221,
26 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227,
27 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of
28 Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and
403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510,
511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852,
921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and
1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,
1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290,
1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a)

1 of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696,
2 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and
3 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of
4 Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10,
5 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision
6 (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810,
7 subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

8 82. Plaintiff KNOTT is informed and believes that CHW has violated and continues to
9 violate provisions of the California Labor Code and applicable Wage Orders related to the
10 payment of overtime wages, the failure to provide meal and rest periods to the affected group of
11 employees, the failure to provide accurate itemized wage statements, and has and continues to
12 knowingly and intentionally fail to pay all wage due in a timely fashion for all employees whose
13 employment is or has been terminated during the class period.

14 83. In addition to restitution, the recovery of unpaid back wages and the recovery of
15 premium pay for unpaid overtime, interest on wages owed and violations of the applicable Wage
16 Orders relating thereto, Plaintiff, as a personal representative of the general public, will and does
17 seek to recover any and all penalties for each and every violation shown to exist or to have
18 occurred during the proposed Class Period, in an amount according to proof, as to those penalties
19 that are otherwise only available to public agency enforcement actions. Said funds recovered will
20 be distributed in accordance with the PAGA, with at least 75% of said PAGA penalty recovery
21 being reimbursed to the State of California and the Labor and Workforce Development Agency.

22 VI.

23 PRAYER FOR RELIEF

24 WHEREFORE, Plaintiffs pray for judgment as follows:

25 a. That the Court issue an Order that this action may be maintained as a class action
26 and certify the Class and subclasses herein, appointing the named Plaintiff(s) as representative of
27 all others similarly situated, and appointing the law firm representing the named Plaintiffs as
28 counsel for the members of the Class and subclasses;

29 **As to the First Cause of Action for Failure to Pay Hourly and Overtime Wages:**

30 b. For damages, as set forth in Labor Code §§ 510, et seq., and 1194(a) and the IWC
31 Wage Order(s), including IWC Wage Order 4, section 20, regarding wages due and owing,

1 according to proof;

2 c. For pre-judgment interest as allowed by Labor Code §218.6, Labor Code §1194(a)
3 and Civil Code §3287;

4 d. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
5 §218.5 and Labor Code §1194(a);

6 **As to the Second Cause of Action for Failure to Provide Meal Periods:**

7 e. For one (1) hour of pay at the regular rate of compensation for each member of the
8 Meal Period Classes for each workday that a meal period was not provided, pursuant to Labor
9 Code Section 226.7;

10 f. For recovery pursuant to IWC Wage Order 4, section 11;

11 g. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287;

12 h. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
13 §218.5;

14 **As to the Third Cause of Action for Failure to Provide Paid Rest Periods:**

15 i. For one (1) hour of pay at the regular rate of compensation for each member
16 of the Rest Period Classes for each day worked that a rest period was not provided, pursuant to
17 Labor Code Section 226.7;;

18 j. For recovery pursuant to IWC Wage Order 4, section 12;

19 k. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287

20 l. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
21 §218.5;

22 **As to the Fourth Cause of Action for Failure to Timely Pay Wages at Separation:**

23 m. For recovery of "premium pay" as authorized by Labor Code section 203;

24 **As to the Fifth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage**

25 **Statements:**

26 n. For recovery as authorized by Labor Code §226(e);

27 o. For injunctive relief to ensure Defendant's compliance with Labor Code §226
28 pursuant to Labor Code §226(g);

1 p. For an award of costs and reasonable attorneys' fees pursuant to Labor Code
2 §226(e) and/or §226(g);

3 **As to the Sixth Cause of Action for Unfair Business Practices:**

4 q. For an accounting, under administration of Plaintiffs and/or the receiver and
5 subject to Court review, to determine the amount to be returned by Defendant, and the amounts to
6 be paid to members of the Classes who are owed monies by Defendant;

7 r. For an Order requiring Defendant to identify each of the members of the Classes by
8 name, home address, and home telephone number;

9 s. For an Order requiring Defendant to make full restitution and payment to the Class
10 due to unfair competition, including disgorgement of its wrongfully withheld wages pursuant to
11 California Business and Professions Code sections 17203 and 17204;

12 t. For an Order for a preliminary and/or permanent injunction prohibiting Defendant
13 from continuing the illegal course of conduct, alleged herein;

14 u. That Defendant further be enjoined to cease and desist from unfair competition in
15 violation of sections 17200, et seq. of the California Business and Professions Code;

16 v. That Defendant be enjoined from further acts of restraint of trade or unfair
17 competition;

18 w. For the creation of an administrative process wherein each injured member of the
19 Classes may submit a claim in order to receive his/her money;

20 x. For all other appropriate injunctive, declaratory and equitable relief;

21 y. For interest to the extent permitted by law;

22 z. For an award of attorneys' fees and costs incurred in the investigation, filing and
23 prosecution of this action pursuant to Civil Code §1021.5, Business and Professions Code
24 §17200, et seq., Labor Code §1194 and/or any other applicable provision of law;

25 **As to the Seventh Cause of Action**

26 aa. To declare this action a Representative Action brought on behalf of the LWDA and
27 the general public;

28 bb. Penalties as provided, per violation, under the Private Attorneys General Act

1 (PAGA) Labor Code section 2699, et seq.

2 **As to All Causes of Action:**

- 3 cc. For reasonable attorneys' fees as allowed by statute;
- 4 dd. Costs of Suit, including collection costs; and
- 5 ee. For such other and further relief as this Court may deem just and proper.

6 **COHELAN KHOURY & SINGER**
7 **HAMNER LAW OFFICES, LP**

8 Dated: December 14, 2010

By: _____

J. Jason Hill
Attorneys for Plaintiff KIMBERLY SCHNEIDER
and JUDY KNOTT

12 **DEMAND FOR JURY TRIAL**

13 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

15 **COHELAN KHOURY & SINGER**
16 **HAMNER LAW OFFICES, LP**

17 Dated: December 14, 2010

By: _____

J. Jason Hill
Attorneys for Plaintiff KIMBERLY SCHNEIDER
and JUDY KNOTT

28

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN,* APLC
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER,*APLC

ATTORNEYS AT LAW

605 "C" STREET, SUITE 200
SAN DIEGO, CALIFORNIA 92101-5305
Telephone: (619) 595-3001
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JEFF GERACI Δ
J. JASON HILL†
KIMBERLY D. NEILSON

(* Also admitted in the District of Columbia)
(• Also admitted in Colorado)

(† Also admitted in Illinois)
(Δ Of Counsel)

www.ckslaw.com

November 1, 2010

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

To: The California Labor and Workforce Development Agency and Catholic Healthcare West (CHW)

From: Judy Knott, on behalf of herself and on behalf of all current and/or former IT employees mis-classified as "exempt" and not paid overtime wages in violation of Labor Code Section 1194, et seq.

Factual Statement:

Judy Knott, on behalf of herself and similar current and former employees of Catholic Healthcare West (CHW) were information technology (IT) workers who engaged in non-exempt work activity for the majority of their work time gives notice of her intent to bring a cause of action for violation fo the Private Attorneys General Act of 2004 ("PAGA") for CHW's failure to comply with California's wage and hour minimum requirements During the entire course of their employment, CHW failed to provide said employees and those similarly situated with overtime pay meal periods, rest breaks, accurate pay records or timely termination pay. As a consequence, CHW has failed to comply with Labor Code Section 201-203, 221-222, 226.7, Labor Code Sections 510, 512, 515, 515.5, 1194, 221-223, and Industrial Welfare Commission Wage Orders 4-2001. CHW has and continues to fail to provide accurate, timely and itemized pay stub accounting records to Knott in violation of Labor Code Section 226(a). Knott is informed and believes that such violations are ongoing, systematic and continuous. She intends to bring an action against CHW under the Private Attorney General Act ("PAGA") to recover wages and penalties as provided by California law.¹

¹Without limitation, Knott, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes, each of the following, as is set forth in Labor Code Section 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3,

NOTICE OF LABOR CODE VIOLATIONS

Re: CATHOLIC HEALTHCARE WEST

November 1, 2010

Page 2

Theories of Labor Code Violations and Remedies:

Knott has been and continues to be employed in a position as an Information Technology (IT) employee at CHW and is involved in the deployment, training and implementation of the company's Electronic Medical Records ("EMR") initiative and CareConnect. The positions, while having varied job titles, essentially involved identical functions and tasks for which a majority of their work time was spent engaged in tasks that were not consistent with any recognized exemption from the general requirement to pay overtime wages. CHW, for a period of at least four years prior to the date of this Notice, unlawfully failed to pay such employees overtime wages, but yet regularly required employees to work in excess of eight hours per day and/or forty hours per week without premium pay under Labor Code Section 1194.

Claimants, (which includes Knott and the class she seeks to represent) were at all times also entitled to uninterrupted paid meal periods or compensation lieu thereof. CHW failed to provide meal periods for claimant and all other similarly situated employees as required by Labor Code Section 226.7, Labor Code Section 512, and Industrial Welfare Commission Wage Orders 4-2001(11) and/or 9-2001(11.) Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code Section 558 and applicable IWC Wage Orders. Furthermore, since CHW required Knott and others similarly situated to work during their meal period in violation of Labor Code Section 226.7(a), Claimants seek wages of one additional hour of pay as permitted by Labor Code Section 226.7(b) as well as all available penalties as set forth in Labor Code Section 2699(f.)

Claimants were at all times entitled rest breaks. CHW failed to authorize or permit rest breaks for claimant and all other similarly situated employees engaged in the same tasks and function as required by Labor Code Section 226.7, Labor Code Section 512, and Industrial Welfare Commission Wage Orders. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code Section 558 and applicable IWC Wage Orders. Furthermore, since CHW required its IT employees to work during rest periods in violation of Labor Code Section 226.7(a), Claimants seek wages of one additional hour of pay as permitted by Labor Code Section 226.7(b) as well as all available penalties as set forth in Labor Code Section 2699(f.)

CHW's uniform failure to pay overtime wages, allow rest and meal periods to Knott and other IT employees during their workday was also done without any payment of an additional one-hours wage per day to said Claimants at their regular rate of pay, or alternatively, premium compensation, if applicable, pursuant to Labor Code Section 1194. CHW's failure to provide such compensation in lieu of meals violated Labor Code Section 204 and 204(b), such that penalties are recoverable as set forth in Labor Code Section 210 and/or Section 1194, *et seq.*

Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

NOTICE OF LABOR CODE VIOLATIONS

Re: CATHOLIC HEALTHCARE WEST

November 1, 2010

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Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys fees as permitted by Labor Code Section 1194 and other penalties, as permitted by Labor Code Section 2699, Labor Code Section 210, and waiting time penalties for former employees, pursuant to Labor Code Section 203.

Respectfully submitted,


J. JASON HILL, ESQ.
COHELAN KHOURY & SINGER

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Victoria Bradshaw, Secretary
California Labor and Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

CATHOLIC HEALTHCARE WEST
c/o Derek F. Covert as Agent for Service of Process
185 Berry Street, Suite 300
San Francisco, CA 94107

cc (Via U.S. Mail):

Christopher J. Hamner, Esq.
Amy T. Wootten, Esq.
HAMNER LAW OFFICES, LP
555 W. Fifth Street, 31st Floor
Los Angeles, CA 90013
Telephone: (213) 533-4160
Facsimile: (213) 533-4167

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Heather M. Laughlin</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Heather M. Laughlin</i> C. Date of Delivery <i>11/9/10</i></p>
<p>1. Article Addressed to:</p> <p>Catholic Healthcare West c/o: Derek F. Covert as Agent for Service of process 195 Perry St., Suite 300 San Francisco, CA 94107</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7009 0820 0002 2669 3785</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature RECEIVED <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>ROBERT</i> C. Date of Delivery <i>11/03/2010</i></p>
<p>1. Article Addressed to:</p> <p>Victoria Bradshaw, Sec. California Labor and Workforce Development Agency 801 K. St., Ste. 2101 Sacramento, Ca 95814</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7009 1410 0000 3844 0991</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
**Victoria Bradshaw, Sec.
 California Labor and
 Workforce Development Agency
 801 K. St., Ste. 2101
 Sacramento, Ca 95814**

2. Article Number
 (Transfer from service label) **7009 1410 0000 3844 0991**

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature **RECEIVED**
X Agent
 Addressee

B. Received by (Printed Name) **7009 1410 0000** C. Date of Delivery

D. Is delivery address different from item 1? Yes
 if YES, enter delivery address below: No
U.S. Postal Service Government Agency

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
**Catholic Healthcare West
 c/o: Derek F. Covert as Agent
 for Service of process
 185 Berry St., Suite 300
 San Francisco, CA 94107**

2. Article Number
 (Transfer from service label) **7009 0820 0002 2669 3785**

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature **Heather McLaughlin** Agent
 Addressee

B. Received by (Printed Name) **Heather McLaughlin** C. Date of Delivery **11/2/10**

D. Is delivery address different from item 1? Yes
 if YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7009 1410 0000 3844 0991

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Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.54	

Sent To **Victoria Bradshaw, Sec/CLWDA**
 Street, Apt. No., or PO Box No. **801 K Street, Suite 2101**
 City, State, ZIP+4 **Sacramento, Ca 95814**

PS Form 3800, August 2009 See Reverse for Instructions

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Postage	\$.44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.54	

Sent To **CHW c/o: Derek F. Covert**
 Street, Apt. No., or PO Box No. **185 Berry St., Suite 300**
 City, State, ZIP+4 **San Francisco, CA 94107**

PS Form 3800, August 2009 See Reverse for Instructions