

AUG 01 2012

Dept. 307

**FILED**  
Superior Court Of California  
County Of Los Angeles

AUG 27 2012

John A. Clarke, Executive Officer/Clerk

BY J. Schmiesing Deputy

**COHELAN KHOURY & SINGER**  
Timothy D. Cohelan, Esq., (SBN#60827)  
Isam C. Khoury, Esq. (SBN#58759)  
J. Jason Hill, Esq., (SBN#179630)  
605 "C" Street, Suite 200  
San Diego, CA 92101  
Tel: (619) 595-3001/Fax: (619) 595-3000

**HAMNER LAW OFFICES, LP**  
Christopher J. Hamner, Esq. (SBN 197117)  
555 W. Fifth Street, 31st Floor  
Los Angeles, CA 90013  
Tel: (213) 533-4160/Fax: (213) 533-4167

Attorneys for Plaintiff CHELSE WALSH, on behalf of herself,  
all others similarly situated and the general public

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

CHELSE WALSH, on behalf of herself )  
and all others similarly situated )

Plaintiffs,

v.

CEDARS-SINAI MEDICAL CENTER, a )  
California Corporation, and DOES 1 )  
through 100, Inclusive, )

Defendants.

Case No. BC487290

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES,  
RESTITUTION, PENALTIES AND  
INJUNCTIVE RELIEF**

1. Failure to Pay Overtime Wages (Lab. Code §§204, 510, 1194, 1198);
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof (Lab. Code §§226.7, 512, IWC Wage Order 4-(11));
3. Failure to Provide Paid Rest Periods or Compensation in Lieu Thereof (Lab. Code §§226.7, 512, IWC Wage Order 4-(12));
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 Attorneys General Act of 2004 ("PAGA"); Cal. Labor Code Section 2698, et seq.

**DEMAND FOR JURY TRIAL**

1 Plaintiff CHELSE WALSH (aka CHELSEA WALSH), on behalf of herself, the general  
2 public, and all others similarly-situated, complains and alleges as follows:

3 **I.**

4 **INTRODUCTION**

5 1. This case arises out of Defendant's systematic and uniform mis-classification of  
6 proposed class members as exempt from overtime pay, resulting in the non-payment of overtime  
7 compensation and failure to provide compliant rest and meal periods to certain California  
8 Information-Technology (IT) employees of Defendant CEDARS-SINAI MEDICAL CENTER  
9 (hereinafter referred to as "CEDARS-SINAI" or "Defendant"). The job titles for these proposed  
10 CEDARS-SINAI class members may have changed through the years encompassed by the action,  
11 though job tasks and functions are substantially identical and have changed very little, if at all. The  
12 proposed Plaintiff Class covers all persons having job titles, job codes or descriptions from  
13 Defendant's Enterprise Information Services (EIS) as a "Data Analyst," "Systems Analyst,"  
14 "Technical Analyst," "Programmer Analyst," "Security Analyst" "Data Security Analyst"  
15 "Applications Analyst," "Applications Support Analyst," "Clinical Analyst," "Clinical  
16 Coordinator," "Epic Change Team Systems Analyst," "Epic Workstation Manager," "Epic  
17 Database Administrator," "Epic Security Analyst," "UNIX Manager," "EIS Manager," "Systems  
18 Integration Manager," "Epic Bridge Manager," "Program Manager," "Project Manager," "Incident  
19 Manager," and/or similar job titles or positions assigned to the installation, configuration,  
20 deployment, implementation, training, updating, monitoring, maintaining and troubleshooting of  
21 Defendant's migration to an EPIC-based Electronic Medical Records (EMR) initiative and other  
22 similar applications, tools and networked computers systems. These positions include similar job  
23 titles or positions that primarily engaged in the installation, configuration, updating, monitoring, and  
24 troubleshooting of Defendant's hardware and software computer network and systems relating to  
25 the implementation of CEDARS-SINAI and the Electronic Health Record ("EHR") initiative to  
26 migrate all affiliated health facilities to EPIC and other application data systems (ClineDoc, ADT,  
27 SER, HB, Amb OBIX). The positions run across similar job families of CEDARS-SINAI's  
28 Enterprise Information Services (EIS) and IT Governance Support, Technical Support,

1 Testing/Implementation and the Epic Application Teams Support, Systems Analyst,  
2 Change/Release and Infrastructure Support Teams.. Although the precise system and software  
3 application tools differ, the core and essential functional aspects of the job titles and codes are  
4 virtually identical and all were classified by Defendant as exempt from overtime without  
5 justification. Like WALSH, persons in these positions that were based in the State of California  
6 spent a majority of their work time engaged in non-exempt functions for the Defendant and were  
7 mis-classified as exempt employees during the proposed "Class Period," which is defined as four  
8 years prior to the filing of the Complaint through the date of commencement of trial.

9         2. In fact, during the relevant time period covered by this suit, Plaintiff is informed  
10 and believes that she, and members of the proposed Plaintiff Class, regularly worked side-by-  
11 side with contract employees, borrowed servants and hourly employees performing substantially  
12 identical tasks and duties, while those contract employees, borrowed servants and hourly  
13 employees were paid overtime, but Plaintiff and the proposed class were not. Further, Plaintiff  
14 is informed and believes and based thereon alleges that Defendant has engaged in conduct to re-  
15 classify some, but not all individuals within the proposed Plaintiff Class as hourly or non-exempt  
16 from applicable statutes, regulations and Wage Orders relating to employee benefits and  
17 protections otherwise presumed to exist.

18         3. By this action, WALSH, on behalf of herself, on behalf of the general public, and  
19 on behalf of all other similarly situated current and former employees based in California, seeks  
20 damages and restitution in the recovery of unpaid overtime wages for hours worked in excess of  
21 eight (8) hours per day and/or forty (40) hours per week for herself and each of the putative class  
22 members. WALSH also seeks payment of "premium wages" for non-compliant meal periods and  
23 rest periods, "waiting time" penalty wages for formerly employed putative class members who  
24 were not paid all wages due at the time of separation from CEDARS-SINAI, penalties for  
25 Defendant's failure to provide accurate itemized wage statements, penalties, in a representative  
26 capacity, as provided by the Private Attorney General Act ("PAGA") and declaratory/injunctive  
27 relief, to the extent permitted by law, that the positions identified and the tasks/duties performed  
28 fail to plainly and unmistakably meet the requirements of any recognized exemption under

1 California law.

2 4. By this First Amended Complaint, Plaintiff, brings this case as a representative  
3 action seeking penalties for the State of California in a representative capacity, as provided by  
4 the Private Attorneys General Act ("PAGA") to the extent permitted by law, as an aggrieved  
5 employee who held the positions identified and was mis-classified despite the fact that the  
6 tasks/duties performed fail to plainly and unmistakably meet the requirements of any recognized  
7 exemption under California law. A true and correct copy of the Notice correspondence showing  
8 compliance with Labor Code §2699.3 is attached hereto as Exhibit "A" and demonstrating that  
9 Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of  
10 the State of California and Labor and Workforce Development Agency (LWDA) and as a private  
11 attorneys general. No notice of cure by Defendant was provided and no notice of investigation  
12 was received from the LWDA in the statutorily proscribed 33-day period since the mailing of the  
13 notice of the action and a draft copy of the initial Complaint. Accordingly, Plaintiff files this  
14 Class Action First Amended Complaint as a "Representative Action" as provided by California  
15 Code of Civil Procedure as specifically permitted and authorized by Labor Code  
16 §2699.3(a)(2)(C).

17 5. Plaintiff brings this as a class action pursuant to California Code of Civil  
18 Procedure Section 382, and under the Unfair Competition Law, California Labor Code sections  
19 201-204, 226, 226.7, 510-512, and 1194, applicable Wage Orders of the Industrial Welfare  
20 Commission (IWC), Title 8 of the California Code of Regulations, section 11050 et seq., and  
21 pursuant to Business & Professions Code, section 17200, et seq. The Plaintiff Class sought to  
22 be certified consists of the following:

23 All Defendant's California-based employees within the Enterprise  
24 Information Services (EIS) having job titles, job codes and/or  
25 descriptions of "Data Analyst," "Systems Analyst," "Technical  
26 Analyst," "Programmer Analyst," "Security Analyst," "Data  
27 Security Analyst," "Applications Analyst," "Applications Support  
28 Analyst," "Epic Change Team Systems Analyst," "Systems  
Analyst - Change/Release," "Epic Workstation Manager," "Epic  
Database Administrator," "Epic Security Analyst," "EIS  
Infrastructure Manager," "EIS Manager," "Systems Integration  
Manager," "Epic Bridges Manager," "Epic Environment  
Coordinator," (including employees who perform identical  
functions under similar circumstances under different job

1 descriptions or titles) who, from the period of 4 year prior to the  
2 commencement of this action until the date of trial, were classified  
3 by Defendant as "exempt" as demonstrated by Defendant's  
4 records.

5 6. The "Overtime Subclass" includes members of the proposed Plaintiff Class  
6 members who worked in excess of 8 hours per day and/or 40 hours per week, and who were not  
7 paid overtime compensation as required by applicable orders of the Industrial Welfare  
8 Commission ("IWC.") The "Meal Period" Subclass includes Class members who worked  
9 periods exceeding five hours without an uninterrupted, off-duty, 30-minute meal period and/or  
10 periods in excess of ten hours without a second uninterrupted off-duty, 30-minute meal period  
11 and were denied commensurate pay under Labor Code sections 226.7, as well as applicable  
12 Wage Orders of the Industrial Welfare Commission ("IWC.") The "Rest Period Subclass"  
13 includes Class members who worked periods of four hours or a major fraction thereof without a  
14 rest period of at least 10-minutes and were denied commensurate pay under Labor Code section  
15 226.7. The "Waiting Time Subclass" includes those class members who ended their  
16 employment with the Defendant during the Class Period, but who were not timely paid all wages  
17 owed as required by the Labor Code are entitled to "premium wage" payments equivalent to 30-  
18 days' pay at their last hourly rate pursuant to California Labor Code section 203.

19 7. As used herein, the term "Plaintiff" means CHELSE WALSH, who is the named  
20 Plaintiff Class representative; the term "Plaintiff Class" includes the Plaintiff and all members of  
21 the proposed Class and Subclasses. Plaintiff held positions for which recovery is sought and  
22 worked hours of overtime in excess of 8 per day and/or 40 per week without commensurate pay  
23 as required by the California Labor Code and/or applicable Wage Orders of the IWC. Further,  
24 Plaintiff was not provided with compliant meal periods, nor was she authorized and permitted to  
25 take requisite rest breaks. Plaintiff separated from her employment in June 2012, and was not  
26 paid all wages owed, nor had Defendant properly and accurately itemized her wage statements  
27 during her employment with CEDARS-SINAI. In short, Plaintiff has suffered loss as a result of  
28 Defendant's conduct and mis-classification, and Defendant has unjustly retained wages such that  
recovery for said sums, plus interest at the legal rate, is due. Plaintiff's injury in fact provides

1 her standing to sue both on her own behalf, and as a proposed class representative on behalf of  
2 others similarly situated in the proposed Class and Subclasses.

3 8. The obligations and responsibilities of Defendant's "EIS" positions are virtually  
4 identical from region to region, district to district, facility to facility, and employee to employee.  
5 Any differences in job activities between the different individuals in these positions were and are  
6 legally insignificant to the issues presented by this action. Defendant's records and acts relating  
7 to mis-classification are a matter of systematic and uniform practice for which individual issues  
8 do not predominate, and in fact, all issues are systematically linked, related and common, both in  
9 terms of facts and law, for Plaintiffs and each of the proposed members of the Plaintiff Class  
10 during the proposed Class Period. To wit, each of the following is alleged:

- 11 a. As a matter of course during all or a substantial portion of the proposed  
12 Class Period, Plaintiff and each member of the proposed Plaintiff Class, were  
13 regularly, uniformly, and systematically required by Defendant to work in  
14 excess of eight (8) hours per day and/or required to work in excess of forty  
15 (40) hours per week during the proposed Class Period without being paid the  
16 requisite overtime wage required by California Labor Code Section 510, 1194  
17 and applicable IWC Wage Order. Plaintiff, and each member of the proposed  
18 Plaintiff Class, who were classified as "exempt" during the proposed Class  
19 Period and who were not paid overtime wages at the requisite rate for  
20 overtime hours worked are all part of the "Overtime Subclass" as further  
21 alleged herein;
- 22 b. As a matter of course during all or a substantial portion of the proposed Class  
23 Period, Plaintiff and each member of the proposed Plaintiff Class, were  
24 regularly, uniformly, and systematically prohibited by Defendant from taking  
25 timely, compliant, uninterrupted unpaid 30-minute meal periods for periods of  
26 approximately every five (5) hours worked as required by California Labor  
27 Code Section 226.7, Labor Code Section 512 and IWC Wage Order 4-2001,  
28 Section 11, nor were Plaintiff or members of the proposed Plaintiff Class paid  
a one-hour "premium wage" at their regular rate of hourly pay for each  
missed, late or interrupted meal period. Plaintiff, and each member of the  
proposed Plaintiff Class, who were classified as "exempt" during the proposed  
Class Period, and who were not provided timely, uninterrupted and duty-free  
meal periods, nor paid a "premium wage" in lieu thereof, are all part of the  
"Meal Period Subclass" as further alleged herein;
- c. As a matter of course during all or a substantial portion of the proposed Class  
Period, Plaintiff and each member of the proposed Plaintiff Class, were  
regularly, uniformly, and systematically prohibited by Defendant from taking  
timely, compliant, uninterrupted paid 10-minute rest periods for  
approximately every four (4) hours worked as required by California Labor  
Code Section 226.7, Labor Code Section 512 and IWC Wage Order 4-2001,  
Section 12, nor was Plaintiff or members of the proposed Plaintiff Class paid a  
one-hour "premium wage" at their regular rate of hourly pay for each missed,  
late or interrupted rest period. Plaintiff, and each member of the proposed  
Plaintiff Class, who were classified as "exempt" during the proposed Class

1 Period, and who were not provided timely, uninterrupted and duty-free rest  
2 periods, nor paid a "premium wage" in lieu thereof, are all part of the "Rest  
3 Period Subclass" as further alleged herein;

4 d. As a matter of course during all or a substantial portion of the proposed Class  
5 Period, Plaintiff and each member of the proposed Plaintiff Class were not  
6 provided true, accurate, and properly itemized pay statements or wage  
7 statements setting forth all hours actually caused or suffered to work and the  
8 corresponding correct amounts of pay at the requisite agreed and legal rate as  
9 required by Labor Code Section 226 et seq. Because Defendant did not record  
10 or track all hours worked, Plaintiff and members of the proposed Plaintiff  
11 Class can reasonably estimate the amount worked as admissible evidence at  
12 trial. Also, since Defendant had no reasonable basis to believe that it was in  
13 compliance with applicable law in claiming a defense of exempt  
14 classification, Plaintiff is informed and believes, and based thereon, alleges  
15 that Defendant acted willfully and with direct knowledge that their actions,  
16 were unlawful and violated California labor standards. Plaintiff and members  
17 of the Proposed Plaintiff Class who were not provided accurate itemized wage  
18 statements are all part of the "Wage Statement Subclass" as further alleged  
19 herein;

20 e. As a matter of course during all or a substantial portion of the proposed Class  
21 Period, Plaintiff and each member of the proposed Plaintiff Class who were  
22 terminated or separated from their employment from CEDARS-SINAI, were  
23 not timely paid all wages due as required by Labor Code Section 203. Also,  
24 since Defendant had no reasonable basis to believe that it was in compliance  
25 with applicable law in claiming a defense of exempt classification, Plaintiff is  
26 informed and believes, and based thereon, allege that Defendant acted  
27 willfully and with direct knowledge that its actions were unlawful and  
28 violated California labor standards. Plaintiff and members of the Proposed  
Plaintiff Class who separated from their employment from the Defendant  
during the proposed Class Period and who were not timely paid all wages due  
are all part of the "Waiting Time Subclass" as further alleged herein.

9. Plaintiff seeks damages and restitution for compensation for work performed and  
moneys due herself and the Plaintiff Class and Subclasses during the "Class Period," which is  
defined as four years prior to the filing of this action through the trial date. Based upon  
information and belief that the Defendant's unlawful acts are continuing and will continue,  
Plaintiff may elect to seek declaratory, and/or injunctive relief for the benefit of the proposed  
class she represents.

## II.

### JURISDICTION AND VENUE

10. The California Superior Court has jurisdiction in this matter due to Defendant's  
violations of Labor Code §201, et seq., Labor Code §500, et seq., Labor Code §1194, Business  
and Professions Code §17200, et seq., the IWC Wage Order(s) and related common law

1 principles.

2 11. Venue is proper in this Judicial district and the County of Los Angeles because,  
3 upon information and belief, Defendant resides in, is located in and/or is domiciled in this county  
4 and maintains offices and transacts business in this county, and work was performed by members  
5 of the class made the subject of this action in the County of Los Angeles, California. Venue is  
6 also proper in Los Angeles County pursuant to CCP §395(b) and/or CCP §395.5 in that Plaintiff  
7 is a resident of said county and the county is the place where the harm occurred. Lastly, the  
8 unlawful acts alleged herein have a direct effect on Plaintiff, and those similarly situated, within  
9 the State of California and within Los Angeles County, as well as other counties located in  
10 California.

11 12. On information and belief, the California Superior Court has primary and original  
12 jurisdiction in this matter because there is no federal question at issue, as the issues herein are  
13 based solely on California statutes and law, including the California Labor Code, Industrial  
14 Welfare Commission Wage Orders, Code of Civil Procedure, Rules of Court, and Business and  
15 Professions Code. No diversity jurisdiction exists sufficient for any removal of action to federal  
16 district court, either under 28 U.S.C. §1332 or §1332(d) pursuant to the Class Action Fairness  
17 Act (“CAFA”). Plaintiff is informed and believes, and based thereupon alleges, removal under  
18 the CAFA would be improper and that no federal subject matter jurisdiction exists over the  
19 matter.

### 20 III.

#### 21 THE PARTIES

##### 22 A. The Plaintiff

23 13. Plaintiff CHELSE WALSH (aka CHELSEA WALSH) was an employee of the  
24 Defendant, and is entitled to overtime compensation, rest and meal period compensation, wage  
25 statement penalties, waiting time penalties, and PAGA penalties from the Defendant. CHELSE  
26 WALSH was employed by the Defendant for a period of time during the Class Period in a  
27 salaried position, deemed exempt from the requirement to pay overtime by her employer.  
28 WALSH separated from employment with CEDARS-SINAI in June 2012. CEDARS-SINAI



1 utilized a systematic and uniform classification policy applicable to all class members without  
2 review or audit of tasks and duties, that, taken in combination with other uniform policies,  
3 business practices, and procedures applicable to the proposed Class and Subclasses, render the  
4 action well suited for class action procedures and treatment as permitted by Code of Civil  
5 Procedure §382 and the California Rules of Court.

6 14. Each of the Plaintiff Class members are identifiable and ascertainable persons  
7 who were employed by CEDARS-SINAI in the positions: All Defendant's California-based  
8 employees within the Enterprise Information Services (EIS) having job titles, job codes and/or  
9 descriptions of "Data Analyst," "Systems Analyst," "Technical Analyst," "Programmer  
10 Analyst," "Security Analyst" "Data Security Analyst" "Applications Analyst," "Applications  
11 Support Analyst," "Clinical Analyst," "Clinical Coordinator," "Epic Change Team Systems  
12 Analyst," "Epic Workstation Manager," "Epic Database Administrator," "Epic Security  
13 Analyst," "UNIX Manager," "EIS Manager," "Systems Integration Manager," "Epic Bridge  
14 Manager," "Program Manager," "Project Manager," "Incident Manager," (including employees  
15 who perform identical functions under similar circumstances under different job descriptions or  
16 titles) and/or similar titles or positions that primarily engaged in the installation,  
17 implementation, configuration, updating, monitoring, and troubleshooting of Defendant's  
18 hardware and software computer network and systems related to its EHR an EMR migration to  
19 the EPIC data systems for medical record keeping in the and CEDARS-SINAI corporate systems  
20 implementation. None of the employees spent a majority of their work time either engaged in  
21 scientific research, nor did they design, develop, write, draft or create hardware or software  
22 solutions for CEDARS-SINAI. Most of their tasks involved merely serving a maintenance and  
23 implementation of new hardware/software/network systems deployed by CEDARS-SINAI  
24 during the Class Period, over which, the proposed Class had very little or no input.

25 **B. The Defendants**

26 15. Plaintiff is informed and believes, and based thereon alleges, that CEDARS-  
27 SINAI is a California corporation with its principal place of business in California, and is and  
28 was the employer of Plaintiff and the members of Plaintiff Class and Subclasses, during the

1 Class Period. CEDARS-SINAI maintains and transacts business as a health care delivery system  
2 operating in Los Angeles and other Central California counties.

3 16. Plaintiff is ignorant of the true names, capacities, relationships and extent of  
4 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through  
5 100, inclusive, but on information and belief alleges that said Defendants are legally responsible  
6 for the payment of overtime compensation, rest and meal period compensation and/or Labor  
7 Code section 203 "premium pay" penalties to the Plaintiff Class members by virtue of their  
8 unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will  
9 amend this complaint to allege the true names and capacities of the DOE Defendants when  
10 ascertained as permitted by California Code of Civil Procedure §474.

11 17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
12 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a  
13 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each  
14 Defendant are legally attributable to the other Defendants. Plaintiff is informed and believes that  
15 CEDARS-SINAI and all DOE Defendants, for purposes of employment policies, hiring, firing,  
16 human resources, wages and benefits, act as a joint employer or joint venture, such that  
17 CEDARS-SINAI and any DOE Defendant are to be jointly and severally liable for the unlawful  
18 acts as hereinafter described. Further, Plaintiff is informed and believes, and based thereupon  
19 alleges, that Defendants, and each of them, each had knowledge and information sufficient to  
20 them to have authorized, ratified and directed the acts of one another as their conduct relates to  
21 the Defendants' collective practices and treatment of the proposed class of employees herein.

#### 22 IV.

#### 23 GENERAL ALLEGATIONS

24 18. California Labor Code section 1194 provides that notwithstanding any agreement  
25 to work for a lesser wage, an employee receiving less than the legal overtime compensation is  
26 entitled to recover in a civil action the unpaid balance of their overtime compensation, including  
27 interest thereon, reasonable attorneys' fees, and costs of suit. Under California law, all  
28 employees are presumed to be hourly and nonexempt, and thus entitle to all protections and

1 minimum labor standards as set forth in the California Labor Code and through enactments of  
2 Industrial Welfare Commission Wage Orders, specifically, as to overtime pay, meal periods and  
3 rest periods, as well as certain minimum non-delegable record/timekeeping requirements. It is  
4 the employer or Defendants' obligation to plead and prove that an employee is "plainly and  
5 unmistakably" fit into a proper exemption and that the employees spend a majority of their daily  
6 and weekly job duties engaged in tasks that qualify for any proffered exemption. Exemptions,  
7 under California law, are to be narrowly construed and benefits of doubtful classification inure to  
8 the benefit of employees to be non-exempt and offered greater employee statutory and regulatory  
9 protections.

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

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

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

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

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

10          24.     Plaintiff is informed and believes, and based thereupon alleges that Defendant  
11 failed to maintain necessary records to show that it properly classified her or members of the  
12 proposed Plaintiff Class. Further, Defendants, and each of them, failed to monitor and record  
13 time and tasks in such a way that it can ever establish that its employees in the proposed Plaintiff  
14 Class spent a majority of their daily and/or weekly work duties performing tasks that qualified  
15 for exempt status, and in fact, by surveys, representative testimony, corporate representative  
16 witnesses, and corporate HR documents, Plaintiff can and will show that Defendant cannot meet  
17 its burden of proof to show that WALSH or any of the proposed Plaintiff Class members were  
18 properly classified as exempt.

19          25.     During the Class Period, the Defendants, and each of them, required Plaintiff and  
20 Plaintiff Class members to work overtime without lawful compensation, in violation of the  
21 various above applicable Wage Orders, regulations and statutes, and the Defendants: (1) willfully  
22 failed and refused, and continue to fail and refuse to pay lawful overtime compensation to the  
23 Plaintiff Class members; and (2) willfully failed and refused, and continue to fail and refuse to  
24 pay wages promptly when due upon termination of employment to each of the Plaintiff Class  
25 members.

26          26.     During the Class Period, the Defendants, and each of them, required members of  
27 the Plaintiff Class to work without being given paid 10-minute rest periods as required by law  
28 and without being given a 30-minute meal period and second 30-minute meal periods as required

1 by law, during which Plaintiff Class members were relieved of all duties and free to leave the  
2 premises. Plaintiff was not provided with compliant meal periods during the Class Period nor  
3 did Defendant pay Plaintiff or any Class member one hour's pay at the employee's regular rate  
4 of pay as premium pay compensation for failure to provide rest and/or meal periods.

5 27. Plaintiff Class members performed primarily non-exempt functions for the  
6 Defendant and were mis-classified as exempt employees. They do not qualify under the  
7 corporate professional exemption because they are not paid statutory minimum pay to qualify for  
8 this exemption. They are not employed to manage Defendant's enterprise in managerial duties.  
9 They do not perform work related to Defendant's general business operation but primarily  
10 perform functions related to the product or service provided by Defendant and do not exercise  
11 discretion and/or independent judgment to be exempt in an administrative capacity. Further,  
12 they are not employed on an hourly basis with pay not less than the statutory rate set by the IWC  
13 Wage Orders and premium overtime pay. Hence, the work performed in these employee  
14 positions is not exempt work but rather is non-exempt work.

15 28. Class members who ended their employment during the Class Period, but were  
16 not paid the above due overtime compensation timely upon the termination of their employment  
17 as required by Labor Code sections 201-203, are entitled to penalties as provided by California  
18 Labor Code section 203.

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

21 V.

22 **CLASS ACTION ALLEGATIONS**

23 30. Plaintiff brings this action on behalf of herself, the general public and all other  
24 similarly-situated persons as a class action pursuant to California Code of Civil Procedure  
25 section 382. The class which Plaintiff seeks to represent is composed of and defined as follows:

26 **Plaintiff Class:**

27 All Defendant's California-based employees within the Enterprise  
28 Information Services (EIS) having job titles, job codes and/or  
descriptions of "Data Analyst," "Systems Analyst," "Technical  
Analyst," "Security Analyst" "Data Security Analyst"

1 “Applications Analyst,” “Applications Support Analyst,” “Epic  
2 Change Team Systems Analyst,” “Systems Analyst -  
3 Change/Release,” “Epic Workstation Manager,” “Epic Database  
4 Administrator,” “Epic Security Analyst,” “EIS Infrastructure  
5 Manager,” “EIS Manager,” “Systems Integration Manager,” “Epic  
6 Bridges Manager,” “Epic Environment Coordinator,” (including  
7 employees who perform identical functions under similar  
8 circumstances under different job descriptions or titles, who  
9 employed on or after four years prior to the commencement of this  
10 action through the date of commencement of trial who Defendant  
11 classified as “exempt” based on corporate records.

12  
13 31. Further, Plaintiff seeks to certify a subclass of employees composed of and  
14 defined as follows:

15 **Plaintiff “Overtime Subclass”:**

16 All members of the Plaintiff Class who, during the Relevant Time  
17 Period, were classified as exempt employees based on corporate  
18 records, and who were not paid at the legally requisite overtime  
19 rate for all hours worked in excess of eight (8) hours per workday  
20 and/or forty (40) hours per workweek.

21 32. Further, Plaintiff seeks to certify a subclass of employees composed of and  
22 defined as follows:

23 **Plaintiff “Meal Period Subclass”:**

24 All members of the Plaintiff Class who, during the Relevant Time  
25 Period, (1) worked periods exceeding five hours without an  
26 uninterrupted, off-duty, 30-minute meal period and/or periods in  
27 excess of ten hours without a second uninterrupted, off-duty, 30-  
28 minute meal periods, and (2) were not provided compensation of  
one hour’s pay (“premium wage”) at the employee’s regular rate  
for each such day that a meal period was not provided.

31 33. Further, Plaintiff seeks to certify a subclass of employees composed of and  
32 defined as follows:

33 **Plaintiff “Rest Period Subclass”:**

34 All members of the Plaintiff Class who, during the Relevant Time  
35 Period, worked periods of four hours or a major fraction thereof  
36 without a duty free rest period of at least 10-minutes and who were  
37 not compensated one hour’s pay (“premium wage”) at the  
38 employee’s regular rate for each day that a rest period was not  
permitted.

39 34. Further, Plaintiff seeks to certify a subclass of employees composed of and  
40 defined as follows:

1                    **Plaintiff “Waiting Time Subclass”:**

2                    All members of the Plaintiff Class who, during the Relevant Time  
3                    Period, who separated from their employment from CEDARS-  
4                    SINAI by way of voluntary or involuntary discharge, and to whom  
5                    the Defendant knowingly failed to timely pay all wages due to said  
6                    employees.

7                    35.        Further, Plaintiff seeks to certify a subclass of employees composed of and  
8                    defined as follows:

9                    **Plaintiff “Wage Statement Subclass”:**

10                   All members of the Plaintiff Class who, during the Relevant Time  
11                   Period, to whom CEDARS-SINAI knowingly and intentionally  
12                   failed to provide accurate itemized wage statements showing all  
13                   hours the said employee was actually caused or suffered to work  
14                   and the corresponding regular and overtime wages to be paid.

15                   36.        Further, Plaintiff seeks to certify a subclass of employees composed of and  
16                   defined as follows:

17                   **Plaintiff “UCL Subclass”:**

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

25                   37.        Plaintiff reserves the right under Rule 3.765(b), California Rules of Court, to  
26                   amend or modify the Class description with greater specificity or further division into subclasses  
27                   or limitation to particular issues.

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

31                   39.        **Ascertainable Class:** The proposed class and each subclass are ascertainable in  
32                   that their members can be identified and located using information contained in Defendant’s  
33                   payroll and personnel records.

34                   40.        **Numerosity:** The potential quantity of members of the Class and Subclasses as  
35                   defined is so numerous that joinder of all members would be unfeasible and impractical. The

1 disposition of their claims through this class action will benefit both the parties and this Court.  
2 The quantity of members of the Class and Subclasses is unknown to Plaintiff at this time,  
3 however, it is estimated that each the Class and Subclasses number is in excess of 100  
4 individuals. The quantity and identity of such membership is readily ascertainable via inspection  
5 of Defendant's records.

6 41. **Typicality:** The claims of Plaintiff WALSH for overtime wages, waiting time  
7 penalties, interest, and attorneys' fees are typical of the claims of all members of the Class and  
8 Subclasses mentioned herein because all members of the Class and Subclasses sustained similar  
9 injuries and damages arising out of Defendant's common course of conduct in violation of law  
10 and the injuries and damages of all members of the Class and Subclasses were caused by  
11 Defendant's wrongful conduct in violation of law, as alleged herein.

12 42. **Adequacy:** Plaintiff CHELSE WALSH is an adequate representative of the Class  
13 and Subclasses herein, will fairly protect the interests of the members of the Class and  
14 Subclasses, has no interests antagonistic to the members of the Class and Subclasses and will  
15 vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating  
16 matters of this type. Class Counsel are competent and experienced in litigating large  
17 employment law class actions.

18 43. **Superiority:** The nature of this action and the nature of laws available to Plaintiff  
19 make use of the class action format a particularly efficient and appropriate procedure to afford  
20 relief to Plaintiff for the wrongs alleged herein, as follows:

- 21 a. This case involves a large corporate Defendant and a sufficient numerous  
22 group of individual Class Members with many relatively small claims and  
23 common issues of law and fact;
- 24 b. If each individual member of each of the Class and Subclasses was required to  
25 file an individual lawsuit, the large corporate Defendant would necessarily  
26 gain an unconscionable advantage because Defendant would be able to exploit  
27 and overwhelm the limited resources of each individual member of the Class  
28 and Subclasses with Defendant's vastly superior financial and legal resources;



- 1 c. Requiring each individual member of each of the Class and Subclasses to  
2 pursue an individual remedy would also discourage the assertion of lawful  
3 claims by the members of the Class and Subclasses who would be disinclined  
4 to pursue an action against Defendant because of an appreciable and  
5 justifiable fear of retaliation and permanent damage to their lives, careers and  
6 well-being;
- 7 d. Proof of a common business practice or factual pattern, of which the members  
8 of the Class and Subclasses experienced, is representative of the Class and  
9 Subclasses herein and will establish the right of each of the members of the  
10 Class and Subclasses to recover on the causes of action alleged herein;
- 11 e. The prosecution of separate actions by the individual members of the Class  
12 and Subclasses, even if possible, would create a substantial risk of  
13 inconsistent or varying verdicts or adjudications with respect to the individual  
14 members of the Class and Subclasses against Defendant; and which would  
15 establish potentially incompatible standards of conduct for Defendant; and/or  
16 legal determinations with respect to individual members of the Class and  
17 Subclasses which would, as a practical matter, be dispositive of the interest of  
18 the other members of the Class and Subclasses who are not parties to the  
19 adjudications or which would substantially impair or impede the ability of the  
20 members of the Class and Subclasses to protect their interests; and
- 21 f. The claims of the individual members of the Class and Subclasses are not  
22 sufficiently large to warrant vigorous individual prosecution considering all of  
23 the concomitant costs and expenses attending thereto.
- 24 g. Furthermore, as the damages suffered by each individual member of the class  
25 may be relatively small, the expenses and burden of individual litigation  
26 would make it difficult or impossible for individual members of the class to  
27 redress the wrongs done to them, while an important public interest will be  
28 served by addressing the matter as a class action.

- 1 h. The cost to the court system of adjudication of such individualized  
2 litigation would be substantial. Individualized litigation would also  
3 present the potential for inconsistent or contradictory judgment.  
4 i. Finally, the alternative of filing a claim with the California Labor  
5 Commission is not superior, given the lack of discovery in such  
6 proceedings, the availability of fewer remedies, and the fact that the losing  
7 party has the right to a trial de novo in the Superior Court.

8 44. **Existence and Predominance of Common Questions of Fact and Law:** There  
9 are common questions of law and fact as to the members of the Class and Subclasses which  
10 predominate over questions affecting only individual members of the Class and Subclasses  
11 including, without limitation:

- 12 a. Whether the Class Members qualify for exempt status under the  
13 administrative exemption;  
14 b. Whether the Class Members qualify for exempt status under the computer  
15 professional exemption;  
16 c. Whether the Class Members were improperly mis-classified by Defendant  
17 without analysis as to job duties performed.  
18 d. The extent to which Defendant analyzed the duties and responsibilities of the  
19 Class Members before classifying them as exempt;  
20 e. The number of hours per week and per day Class Members are expected to  
21 work;  
22 f. Defendant's expectations as to the duties and responsibilities of the Class  
23 Members, and whether these expectations are reasonable under the  
24 circumstances;  
25 g. Whether the various tasks performed by the Class Members qualify as exempt  
26 or non-exempt tasks;  
27 h. Whether Defendant's withholding of overtime pay and was willful under the  
28 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.

45. **Manageability and Superiority of Class Action Procedure:** The nature of this action and the nature of laws available to Plaintiff make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein. Specifically, the primary class turns upon Defendant's own uniform, systematic practice of classifying all affected job positions as "salaried exempt" without any individual scrutiny of tasks and duties is in compliance with Labor Code section 1194 and the presumptions against employees being deemed "exempt" from overtime payment requirements. Therefore, the propriety of the classification scheme applicable to all employees holding the job titles and positions is a predominant question of fact that is easily cable of being discovered through manageable devices of common proof such as statistical random sampling, survey evidence based on scientific principles, representative testimony, documentary evidence and common practices/procedures of the Defendant in treating each of the class members as a homogeneous group in the payment of their wages. Furthermore, the Plaintiff Class comprised California-based employees within the Enterprise Information Services (EIS) having job titles, job codes and/or descriptions of "Data Analyst," "Systems Analyst," "Technical Analyst," "Security Analyst" "Data Security Analyst" "Applications Analyst," "Applications Support Analyst,"

1 “Epic Change Team Systems Analyst,” “Systems Analyst - Change/Release,” “Epic Workstation  
2 Manager,” “Epic Database Administrator,” “Epic Security Analyst,” “EIS Infrastructure  
3 Manager,” “EIS Manager,” “Systems Integration Manager,” “Epic Bridges Manager,” “Epic  
4 Environment Coordinator,” ”and/or similar job titles or positions assigned to the installation,  
5 configuration, deployment, implementation, training, updating, monitoring, maintaining and  
6 troubleshooting of Defendant’s migration to an EPIC-based Electronic Medical Records (EMR)  
7 initiative, is, despite Defendant’s efforts to use a multitude of duplicative job titles, a narrowly  
8 defined group of employees whose job duties, tasks and classification scheme can be readily  
9 achieved through means of common proof. Once the predominant issue of exempt classification  
10 is determined, then each of the derivative Subclass claims and damages, if any, suffered by each  
11 member is capable of being shown by several means of common proof and limited by individual  
12 showings of entitlement to recovery that can be professionally administered and tailored to the  
13 facts and circumstances of the case.

14 **VI.**

15 **CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 **Failure To Pay Overtime Wages [Labor Code § 510, 515, 515.5, 1194]**  
18 **(Plaintiff and each Member of the Overtime Subclass as against each Defendant)**

19 46. Plaintiff incorporates all preceding paragraphs by this references as though fully  
20 set forth herein.

21 47. At all relevant times, the following were applicable provisions of California law  
22 that applied to Plaintiff, the proposed Plaintiff Class and to the Defendants, and each of them:

- 23 a. Labor Code §204 establishes the fundamental right of all employees in the  
24 State of California to be paid wages, including straight time and overtime, in a  
25 timely fashion for their work. This precludes any waiver for unpaid due and  
26 owing wages that remain unpaid at the time of separation;
- 27 b. Labor Code §510(a) states in pertinent part: “Any work in excess of eight  
28 hours in one workday and any work in excess of 40 hours in any one  
workweek ... shall be compensated at the rate of no less than one and one-half  
times the regular rate of pay for any employee”;
- c. Pursuant to Labor Code §1198, it is unlawful to employ persons for longer  
than the hours set by the Industrial Welfare Commission or under conditions  
prohibited by the IWC Wage Order(s);

1 d. Wage Order No. 4, codified in California Code of Regulations, title 8, section  
2 11040(1)(A)(2) regarding the Administrative Exemption” states in pertinent  
3 part: “A person employed in an administrative capacity means any employee:  
4 (a) Whose duties and responsibilities involve... (i) The performance of office  
5 or non-manual work directly related to management policies or general  
6 business operations of his/her employer or his/her employer’s customers; ...  
7 and (b) Who customarily and regularly exercises discretion and independent  
8 judgment...”

9 e. 29 C.F.R. §541.202(a), as revised in 2004, states: “To qualify for the  
10 administrative exemption, an employee’s primary duty must include the  
11 exercise of discretion and independent judgment with respect to matters of  
12 significance. In general, the exercise of discretion and independent judgment  
13 involves the comparison and the evaluation of possible courses of conduct,  
14 and acting or making a decision after the various possibilities have been  
15 considered. The term “matters of significance” refers to the level of  
16 importance or consequence of the work performed.”

17 f. 29 C.F.R. §541.202(b), as revised in 2004, states: “The phrase “discretion and  
18 independent judgment” must be applied in the light of all the facts involved in  
19 the particular employment situation in which the question arises. Factors to  
20 consider when determining whether an employee exercises discretion and  
21 independent judgment with respect to matters of significance include, but are  
22 not limited to:

- 23 - whether the employee has authority to formulate, affect, interpret,  
24 or implement management policies or operating practices;
- 25 - whether the employee carries out major assignments in conducting  
26 the operations of the business;
- 27 - whether the employee performs work that affects business  
28 operations to a substantial degree, even if the employee’s  
assignments are related to operation of a particular segment of the  
business;
- whether the employee has authority to commit the employer in  
matters that have significant financial impact;
- whether the employee has authority to waive or deviate from  
established policies and procedures without prior approval;
- whether the employee has authority to negotiate and bind the  
company on significant matters;
- whether the employee provides consultation or expert advice to  
management; whether the employee is involved in planning long-  
or short-term business objectives;
- whether the employee investigates and resolves matters of  
significance on behalf of management; and
- whether the employee represents the company in handling  
complaints, arbitrating disputes or resolving grievances.”

g. 29 C.F.R. §541.202(e), as revised in 2004, states in pertinent part:

1                    “The exercise of discretion and independent judgment must be more than the  
2                    use of skill in applying well-established techniques, procedures or specific  
3                    standards described in manuals or other sources.”

4                    48.        Defendants, and each of them, employed Plaintiff, and the proposed Plaintiff  
5                    class, to engage in the integration and migration of Defendant’s Information Technology (IT)  
6                    systems within its Enterprise Information Service (EIS) to conform with EPIC-based Electronic  
7                    Medical Records (EMR) or Electronic Health Records systems and numerous other computer  
8                    network application software tools. This did not involve patient care which is the core business  
9                    operation of CEDARS-SINAI. Neither Plaintiff, nor the proposed Plaintiff Class, engaged in the  
10                    design or the decisions as to what systems, application, network and computer hardware was  
11                    necessary for the upgrade, but were merely tasked with the manual, routine and repetitive  
12                    installation, configuration, and maintenance of the new system. No license, certification, or  
13                    advance degree was necessary or required to perform the tasks; rather, WALSH and the  
14                    proposed class were merely to implement rigid pre-determined and scheduled GO LIVES at  
15                    Defendant’s numerous medical facilities.

16                    49.        Plaintiff and the Plaintiff Class Members were regularly required to work  
17                    overtime hours and are entitled to overtime compensation for overtime work performed for the  
18                    Defendant, in an amount according to proof. Pursuant to Labor Code sections 1194 and 1198  
19                    and IWC Wage Order 4-2001, the Plaintiff Class Members seek the payment of all overtime  
20                    compensation which they earned and accrued after four (4) years prior to filing of the Complaint,  
21                    according to proof. Plaintiff was an employee of the Defendant until June 2012 and all of her  
22                    job duties led her to be expected to work 10-12 hour shifts, workweeks that exceeded forty (40)  
23                    hours and for which she was not paid overtime wages at the legally requisite rate. Her job duties  
24                    were to install, configure, implement troubleshoot and maintain EPIC based data systems for  
25                    Defendants’ medical facilities, and Defendant did not accurately record work time nor did the  
26                    Defendant monitor whether the majority of her work tasks were qualified for exempt status. In  
27                    fact, WALSH’s work duties, like those of all members of the Plaintiff Class, were routine,  
28                    manual and repetitive – requiring skill and experience with application tools – but not requiring  
                    advance knowledge, skill and training to develop, create, design or originate novel solutions to

1 problems. Further, WALSH and the proposed Plaintiff Class were prevented from the  
2 engagement in any significant degree of discretion and independent judgment on any EPIC  
3 related implementation and migration issue due to multiple levels of management and the use of  
4 pre-ordained and established policies and procedures for which neither WALSH nor the  
5 proposed Class had any role in creating, and for which neither WALSH or the proposed Class  
6 could not deviate without advance approval from management.

7 50. Plaintiff is informed and believes that she and the proposed Plaintiff class were  
8 simply deemed “salaried” exempt without any justifiable factual basis by the Defendant. At the  
9 very least, Defendant place personnel in the identified positions, and other equivalent positions,  
10 solely based on the use of sophisticated sounding job requisition postings, but no advance or post  
11 position analysis as to how each employee actually spent his or her day, the duties for which  
12 comprised a majority of work time, nor did the Defendant audit or monitor whether the  
13 employees met any overtime exemption. In fact, the Defendant failed to even record all work  
14 hours in any way, so it cannot determine how a majority of Plaintiff’s, or the proposed Plaintiff  
15 Class’, work duties were spent, even if some minority of task, on occasion, qualified for exempt  
16 status. Based on this and other documents, witnesses and corporate representative evidence,  
17 Plaintiff contends that Defendant cannot meet its burden of proof to show that she or any  
18 proposed Class member was plainly and unmistakably classified into a proper exemption, nor  
19 can it deny that its system of classification was uniform and standard during the proposed Class  
20 Period.

21 51. As a result, Plaintiff and the proposed Plaintiff Class are owed wages for overtime  
22 worked and can show such time through the use of schedules, surveys, representative evidence,  
23 statistical sampling of work times and dates, and other means of objective proof showing that  
24 Plaintiff and the class worked overtime and that Defendant had no legitimate and continuing  
25 basis to claim exemption status.

26 52. Additionally, Plaintiff and Plaintiff Class Members are entitled to attorneys’ fees,  
27 and costs, pursuant to California Labor Code §1194 and prejudgment interest in an amount  
28 according to proof.

1 **SECOND CAUSE OF ACTION**

2 **Failure To Provide Meal Periods Or Compensation In Lieu Thereof**

3 **[Labor Code Section 226.7, IWC Wage Order 4-2001(11)]**

4 **(By Plaintiff and Members of the Meal Period Subclass as Against each Defendant)**

5 53. Plaintiff incorporates all preceding paragraphs by this references as though fully  
6 set forth herein.By use of a systematic, uniform, but unsupportable exemption classification  
7 system, Defendant unfairly and illegally failed to provide Plaintiff and members of the "Meal  
8 Period Subclass" with sufficient and compliant meal periods as required by Labor Code Section  
9 226.7, 512, and IWC Wage Order 4-2001, Section 11. On a daily and weekly basis, Plaintiff was  
10 told to eat lunch while continuing to work. Plaintiff observed all others doing the same. While  
11 Defendant occasionally provided food, the GO LIVE work was to continue unabated for 8 to 10-  
12 to 12 hours or more. Since Defendant had conveniently classified Plaintiff as exempt (along  
13 with all the other employees doing substantially identical IT implementation work), the  
14 managers simply stated that duty-free meal periods were not required. By requiring Plaintiff and  
15 members of the Plaintiff Class to work periods exceeding five hours without an uninterrupted,  
16 off-duty 30-minute meal period and to work periods exceeding ten hours without a second  
17 uninterrupted, off-duty 30-minute meal period and not compensating one hour of pay at their  
18 regular rate of compensation for each such occurrence, as alleged above, Defendant willfully  
19 violated the provisions of Labor Code sections 226.7, 512 and IWC Wage Order Nos. 4-1998, 4-  
20 2000, and 4-2001.Pursuant to Labor Code sections 226.7 and 512, the Plaintiff Class members  
21 seek the payment of all meal period compensation which they are owed, according to proof. For  
22 purposes of class certification, Plaintiff can show that Defendant had a consistent pattern and  
23 practice of not providing meal periods, not policy to provide meal periods to members of the  
24 proposed subclass, and never paid a "premium wage" for missed, late or interrupted meal  
periods, as is otherwise required by IWC Wage Orders and applicable law and regulation.

25 ///

26 ///

27 ///

28 ///





1 Defendant such rest periods. Plaintiff and Plaintiff Class members are entitled to an hour of pay  
2 for each day that Defendant failed to properly provide one or more rest periods as set forth in the  
3 IWC wage orders, in an amount according to proof. Pursuant to Labor Code section 226.7, the  
4 Plaintiff Class members seek the payment of all rest period compensation which they are owed  
5 according to proof.

6 60. Additionally, Plaintiff and members of the Plaintiff Class are entitled to attorneys'  
7 fees, and costs, and prejudgment interest as permitted by statute.

8 **FOURTH CAUSE OF ACTION**

9 **Failure to Timely Pay Wages Due at Termination in Violation of  
California Labor Code § 203**

10 **(Plaintiff and the Waiting Time Subclass against each Defendant)**

11 61. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

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

19 63. Members of the Waiting Time Subclass are no longer employed by Defendant.  
20 They were either discharged from or quit Defendant's employment.

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

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

27 66. Members of the "Waiting Time" Subclass are entitled to penalties pursuant to  
28 Labor Code section 203, in the amount of each class member's daily wage multiplied by thirty

1 (30) days.

2 **FIFTH CAUSE OF ACTION**

3 **Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement  
Provisions (Lab. Code, § 226(a))**

4 **(Plaintiff and the Wage Statement Subclass against each Defendant)**

5 67. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

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

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

17 **SIXTH CAUSE OF ACTION**

18 **Violations of the Unfair Competition Law**

19 **(Plaintiff and each Plaintiff Class Member and Subclass Member against each Defendant)**

20 70. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

21 71. The failure to pay lawful overtime compensation and timely pay all pay due upon  
22 termination of employment to Plaintiff, and each Plaintiff Class Member and Subclass Member,  
23 is an unlawful and unfair business practice within the meaning of Business and Professions Code  
24 section 17200, et seq., including but not limited to a violation of the applicable State of  
25 California Industrial Welfare Commission Wage Orders, regulations and statutes, or is otherwise  
26 a practice which is otherwise unfair and unlawful, including that the Defendant did not pay tax  
27 contributions on the accrued overtime compensation in the form of FICA, Social Security,  
28 Medicare and Unemployment Insurance.

1           72. This cause of action is brought under Business and Professions Code sections  
2 17203 and 17204, commonly called the Unfair Competition Law. Under this cause of action and  
3 pursuant to Business and Professions Code section 17208, Plaintiff and all Plaintiff Class  
4 Members seek restitution of overtime wages and other pay owed and, where applicable, penalties  
5 under Labor Code section 203, where such wages were due each of the class members during the  
6 Class Period, commencing four (4) years prior to filing of this complaint, according to proof.

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

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

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

25           76. Further, Plaintiff requests the violations of the Defendant alleged herein be  
26 enjoined, and other equitable relief as this court deems proper including an order for the  
27 reclassification of Class Members to non-exempt status and requiring payment by the Defendant  
28 of tax contributions on the accrued overtime compensation in the form of FICA, Social Security,

1 Medicare, Unemployment Insurance or other appropriate payments.

2 77. Plaintiff is informed and believes, and thereon alleges, that some potential Class  
3 Members are no longer employed and CEDARS-SINAI's conduct in failing to timely pay all  
4 wages due and owing was willful and as a consequence, those Class Members are owed waiting  
5 time penalties under Labor Code sections 201-203.

6 **SEVENTH CAUSE OF ACTION**

7 **Violations Of The PAGA - Labor Code Section 2698, Et Seq.**

8 **(Plaintiff, as a Representative of the General Public, on behalf of all aggrieved Employees,  
and against Defendant)**

9 78. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

10 79. Plaintiff, by virtue of her employment with CEDARS-SINAI and the Defendant's  
11 failure to pay all overtime wages and unlawful classification scheme, is an aggrieved employee  
12 with standing to bring an action under the PAGA. Plaintiff, by virtue of Exhibit "A" attached  
13 hereto, has satisfied all prerequisites to serve as a representative of the general public to enforce  
14 California's labor laws, including, without limitation, the penalty provisions identified in Labor  
15 Code section 2699.5 Since the LWDA took no steps within the time period required to  
16 intervene and because Defendant took no corrective action to remedy the allegations set forth  
17 above, Plaintiff, as a representative of the people of the State of California, will seek any and all  
18 penalties otherwise capable of being collected by the Labor Commission and/or the Department  
19 of Labor Standards Enforcement (DLSE). This includes each of the following, as is set forth in  
20 Labor Code Section 2699.5, which states:

21 The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation  
22 of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,  
23 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,  
24 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections  
25 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7,  
26 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c)  
27 of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and  
28 403, 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) 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

1 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of  
2 Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10,  
3 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673,  
4 subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and  
5 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

6 80. Plaintiff is informed and believes that Defendant has violated and continues to  
7 violate provisions of the California Labor Code and applicable Wage Orders related to the  
8 payment of overtime wages, the failure to provide meal and rest periods to the affected group of  
9 employees, the failure to provide accurate itemized wage statements, and has and continues to  
10 knowingly and intentionally fail to pay all wage due in a timely fashion for all employees whose  
11 employment is or has been terminated during the class period. Despite mailing of Exhibit "A"  
12 at least 33-days prior to the filing of this amended complaint, no state agency has acknowledged  
13 or accepted the Complaint, such that, by operation of law, Plaintiff is entitled to commence this  
14 cause of action in the California Superior Court and by amendment as a representative action  
15 under PAGA.

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

## 25 VI.

### 26 PRAYER FOR RELIEF

27 WHEREFORE, Plaintiff prays for judgment as follows:

- 28 a. That the Court issue an Order that this action may be maintained as a class action and  
certify the Class and subclasses herein, appointing the named Plaintiff as  
representative of all others similarly situated, and appointing the law firm

1 representing the named Plaintiff as counsel for the members of the Class and  
2 subclasses;

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

- 4 b. For damages, as set forth in Labor Code §1194(a) and the IWC Wage Order(s),  
5 including IWC Wage Order 5, section 20, regarding wages due and owing, according  
6 to proof;
- 7 c. For pre-judgment interest as allowed by Labor Code §218.6, Labor Code §1194(a)  
8 and Civil Code §3287;
- 9 d. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5  
10 and Labor Code §1194(a), and pursuant to Code of Civil Procedure § 1021.5;

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

- 12 e. For one (1) hour of pay at the regular rate of compensation for each member of the  
13 Meal Period Subclass for each workday that a meal period was not provided;
- 14 f. For recovery pursuant to IWC Wage Order 4, section 11;
- 15 g. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287;
- 16 h. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5  
17 and pursuant to Code of Civil Procedure § 1021.5;

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

- 19 i. For one (1) hour of pay at the regular rate of compensation for each member the Rest  
20 Period Subclass for each day worked that a rest period was not provided;
- 21 j. For recovery pursuant to IWC Wage Order 5, section 20;
- 22 k. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287;
- 23 l. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5  
24 and pursuant to Code of Civil Procedure § 1021.5;

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

- 26 m. For recovery as authorized by Labor Code section 203;

27 **As to the Fifth Cause of Action for Failure to Provide Accurate Wage Statements:**

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

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

- 2 aa. For such other and further relief as this Court may deem just and proper;  
3 bb. For reasonable attorneys' fees and costs incurred;  
4 cc. For penalties as provided, per violation, under the Private Attorneys General Act  
5 (PAGA) Labor Code section 2699, et seq., and as provided by Labor Code Section  
6 558, and distributed in accordance with the Act.

7 Dated: July 31, 2012

**COHELAN KHOURY & SINGER  
THE GREENFIELD LAW FIRM, APC**

8  
9 By: \_\_\_\_\_

10 Michael D. Singer, Esq.  
11 J. Jason Hill, Esq.,  
12 Attorneys for Plaintiffs CHRISTIAN  
BELTRAN and JOSE PEREZ

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

15 Dated: July 31, 2012

**COHELAN KHOURY & SINGER  
THE GREENFIELD LAW FIRM, APC**

16  
17 By: \_\_\_\_\_

18 Michael D. Singer, Esq.  
19 J. Jason Hill, Esq.,  
20 Attorneys for Plaintiffs CHRISTIAN  
21 BELTRAN and JOSE PEREZ  
22  
23  
24  
25  
26  
27  
28



# EXHIBIT A

# COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

# FILE COPY

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

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

ATTORNEYS AT LAW

605 "C" STREET, SUITE 200  
SAN DIEGO, CALIFORNIA 92101-5305  
Telephone: (619) 595-3001  
Facsimile: (619) 595-3000

[www.ckslaw.com](http://www.ckslaw.com)

June 27, 2012

JEFF GERACI Δ  
J. JASON HILL†  
KIMBERLY D. NEILSON

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

## NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

**To: The California Labor and Workforce Development Agency and Cedars-Sinai Medical Center, Inc., and Cedars-Sinai Medical Care Foundation**

**From: Chelse Walsh (aka Chelsea Walsh), 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:**

Chelse Walsh, on behalf of herself and similar current and former employees of CEDARS-SINAI MEDICAL CENTER, INC. and/or CEDARS-SINAI MEDICAL CARE FOUNDATION (collectively referred to as "Cedars-Sinai"), was an Enterprise Information Service (EIS) information technology (IT) employee who engaged in non-exempt work activity for the majority of her work time related to the installation, configuration, maintenance and trouble-shooting for Cedars-Sinai's health information application, network and computer infrastructure. Ms. Walsh, by this letter, hereby gives notice of her intent to bring a cause of action for violation of the Private Attorneys General Act of 2004 ("PAGA") for Cedars-Sinai's failure to comply with California's wage and hour minimum requirements. During the entire course of her employment, Cedars-Sinai failed to provide Ms. Walsh, as well as other similarly situated and aggrieved employees, with overtime pay, meal periods, rest breaks, accurate pay records or timely termination pay. As a consequence, Cedars-Sinai 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, Sections 11 & 12.

Cedars-Sinai has in the past, and continues today, to provide knowingly inaccurate, untimely itemized pay stub accounting records in violation of Labor Code Section 226(a). Ms. Walsh is informed and believes that such violations are ongoing, systematic and continuous. She intends to bring an action against Cedars-Sinai under the Private Attorney General Act ("PAGA") to recover wages and penalties as provided by California law.<sup>1</sup> Attached hereto for reference, and expressly incorporated herein by this reference, is a courtesy copy of the "draft" Complaint to be filed in a court of competent jurisdiction.

<sup>1</sup> Without limitation, Ms. Walsh, 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,

### Theories of Labor Code Violations and Remedies:

Ms. Walsh has been recently separated from her employment with Cedars-Sinai (June 2012) in a position as an Information Technology (IT) employee and is involved in the deployment, training and implementation of the company's Electronic Medical Records ("EMR") initiative and Epic Change Migration for Cedar-Sinai facilities in California. 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.<sup>2</sup> Cedars-Sinai, 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 include Ms. Walsh and the class she seeks to represent) were at all times also entitled to uninterrupted paid meal periods or compensation lieu thereof. Cedars-Sinai 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 Cedars-Sinai required Ms. Walsh, and others similarly situated, to work during meal 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.)

Claimants were at all times entitled rest breaks. Cedars-Sinai failed to authorize or permit rest breaks for claimants 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 Cedars-Sinai 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.)

---

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) 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.

<sup>2</sup> The IT positions are EIS positions described as follows: All Cedar Sinai's California-based employees within the Enterprise Information Services (EIS) having job titles, job codes and/or descriptions of "Data Analyst," "Systems Analyst," "Technical Analyst," "Programmer Analyst," "Security Analyst" "Data Security Analyst" "Applications Analyst," "Applications Support Analyst," "Epic Change Team Systems Analyst," "Systems Analyst - Change/Release," "Epic Workstation Manager," "Epic Database Administrator," "Epic Security Analyst," "EIS Infrastructure Manager," "EIS Manager," "Systems Integration Manager," "Epic Bridges Manager," "Epic Environment Coordinator," (including employees who perform identical functions under similar circumstances under different job descriptions or titles) who, from the period of 4 year prior to the commencement of this action until the date of trial, were classified by the employer as "exempt" as demonstrated by Cedars Sinai's corporate records.

Notice of Labor Code Violations to the LWDA

Re: Cedars-Sinai Medical Center, Inc. and Cedars-Sinai Medical Care Foundation

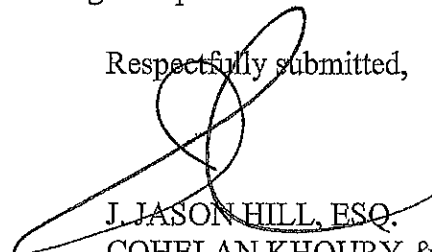
Page 3

June 27, 2012

Cedars-Sinai's uniform failure to pay overtime wages and failure to allow rest and meal periods to Ms. Walsh and other IT employees during their workday was done without any payment of an additional one-hour wage per day to said Claimants at their regular rate of pay, or alternatively, premium compensation, if applicable, pursuant to Labor Code Section 1194. Cedars-Sinai'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.*

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorney's 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

Enclosure: Draft Complaint

**VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT**

Secretary of the  
**California Labor and Workforce Development Agency**  
California Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, CA 95814

Secretary of the  
**California Labor and Workforce Development Agency**  
801 K Street, Suite 2101  
Sacramento, CA 95814

**VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT**

**CEDARS-SINAI MEDICAL CENTER, INC.**  
c/o Peter E. Braveman, Agent for Service of Process  
8700 Beverly Blvd., TSB-290  
Los Angeles, CA 90048

**CEDARS-SINAI MEDICAL CARE FOUNDATION**  
c/o Thomas D. Gordon, Agent for Service of Process  
200 North Robertson Blvd., Suite 101  
Beverly Hills, CA 90211  
cc (Via U.S. Mail):

Notice of Labor Code Violations to the LWDA

Re: Cedars-Sinai Medical Center, Inc. and Cedars-Sinai Medical Care Foundation

Page 4

June 27, 2012

**VIA FIRST CLASS POSTAGE**

Christopher J. Hamner, Esq.

Amy T. Wootten, Esq.

**HAMNER LAW OFFICES, LP**

555 W. Fifth Street, 31<sup>st</sup> Floor

Los Angeles, CA 90013

Telephone: (213) 533-4160

Facsimile: (213) 533-4167

1 Timothy D. Cohelan, Esq., SBN 60827  
Michael D. Singer, Esq., SBN 115301  
2 J. Jason Hill, Esq., SBN 179630  
**COHELAN KHOURY & SINGER**  
3 605 C Street, Suite 200  
San Diego, CA 92101-5305  
4 Telephone: (619) 595-3001  
Facsimile: (619) 595-3000

5 Christopher J. Hamner, Esq. (SBN 197117)  
6 **HAMNER LAW OFFICES, LP**  
555 W. Fifth Street, 31<sup>st</sup> Floor  
7 Los Angeles, CA 90013  
Telephone: (213) 533-4160  
8 Facsimile: (213) 533-4167

9 Attorneys for Plaintiff CHELSE WALSH, on behalf of herself  
and all others similarly situated,

10 **SUPERIOR COURT OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES - CENTRAL BRANCH**

12 CHELSE WALSH, on behalf of herself  
13 and all others similarly situated

14  
15 Plaintiff,

16  
17 v.

18  
19  
20 CEDARS-SINAI MEDICAL CENTER, a  
California Corporation, and DOES 1 through  
21 100, Inclusive,

22  
23  
24 Defendant.

) **CASE NO:**

) **CLASS ACTION COMPLAINT FOR**  
**DAMAGES, INJUNCTIVE RELIEF,**  
**AND RESTITUTION**

1. Failure to Pay Overtime Wages (Lab. Code §§204, 510, 1194, 1198);
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof (Lab. Code §§226.7, 512, IWC Wage Order 4-(11));
3. Failure to Provide Paid Rest Periods or Compensation in Lieu Thereof (Lab. Code §§226.7, 512, IWC Wage Order 4-(12));
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)

**DEMAND FOR JURY TRIAL**

1 Plaintiff CHELSE WALSH (aka CHELSEA WALSH), on behalf of herself, the general  
2 public, and all others similarly-situated, complains and alleges as follows:

3 I.

4 INTRODUCTION

5 1. This case arises out of Defendant's systematic and uniform mis-classification of  
6 proposed class members as exempt from overtime pay, resulting in the non-payment of overtime  
7 compensation and failure to provide compliant rest and meal periods to certain California  
8 Information-Technology (IT) employees of Defendant CEDARS-SINAI MEDICAL CENTER  
9 (hereinafter referred to as "CEDARS-SINAI" or "Defendant"). The job titles for these proposed  
10 CEDARS-SINAI class members may have changed through the years encompassed by the action,  
11 though job tasks and functions are substantially identical and have changed very little, if at all.  
12 The proposed Plaintiff Class covers all persons having job titles, job codes or descriptions from  
13 Defendant's Enterprise Information Services (EIS) as a "Data Analyst," "Systems Analyst,"  
14 "Technical Analyst," "Programmer Analyst," "Security Analyst" "Data Security Analyst"  
15 "Applications Analyst," "Applications Support Analyst," "Clinical Analyst," "Clinical  
16 Coordinator," "Epic Change Team Systems Analyst," "Epic Workstation Manager," "Epic  
17 Database Administrator," "Epic Security Analyst," "UNIX Manager," "EIS Manager," "Systems  
18 Integration Manager," "Epic Bridge Manager," "Program Manager," "Project Manager,"  
19 "Incident Manager," and/or similar job titles or positions assigned to the installation,  
20 configuration, deployment, implementation, training, updating, monitoring, maintaining and  
21 troubleshooting of Defendant's migration to an EPIC-based Electronic Medical Records (EMR)  
22 initiative and other similar applications, tools and networked computers systems. These positions  
23 include similar job titles or positions that primarily engaged in the installation, configuration,  
24 updating, monitoring, and troubleshooting of Defendant's hardware and software computer  
25 network and systems relating to the implementation of CEDARS-SINAI and the Electronic  
26 Health Record ("EHR") initiative to migrate all affiliated health facilities to EPIC and other  
27 application data systems (ClineDoc, ADT, SER, HB, Amb OBIX). The positions run across  
28 similar job families of CEDARS-SINAI's Enterprise Information Services (EIS) and IT

1 Governance Support, Technical Support, Testing/Implementation and the Epic Application  
2 Teams Support, Systems Analyst, Change/Release and Infrastructure Support Teams..  
3 Although the precise system and software application tools differ, the core and essential  
4 functional aspects of the job titles and codes are virtually identical and all were classified by  
5 Defendant as exempt from overtime without justification. Like WALSH, persons in these  
6 positions that were based in the State of California spent a majority of their work time engaged  
7 in non-exempt functions for the Defendant and were mis-classified as exempt employees during  
8 the proposed "Class Period," which is defined as four years prior to the filing of the Complaint  
9 through the date of commencement of trial.

10         2. In fact, during the relevant time period covered by this suit, Plaintiff is informed  
11 and believes that she, and members of the proposed Plaintiff Class, regularly worked side-by-side  
12 with contract employees, borrowed servants and hourly employees performing substantially  
13 identical tasks and duties, while those contract employees, borrowed servants and hourly  
14 employees were paid overtime, but Plaintiff and the proposed class were not. Further, Plaintiff  
15 is informed and believes and based thereon alleges that Defendant has engaged in conduct to re-  
16 classify some, but not all individuals within the proposed Plaintiff Class as hourly or non-exempt  
17 from applicable statutes, regulations and Wage Orders relating to employee benefits and  
18 protections otherwise presumed to exist.

19         3. By this action, WALSH on behalf of herself, on behalf of the general public, and  
20 on behalf of all other similarly situated current and former employees based in California, seeks  
21 damages and restitution in the recovery of unpaid overtime wages for hours worked in excess of  
22 eight (8) hours per day and/or forty (40) hours per week for herself and each of the putative class  
23 members. WALSH also seeks payment of "premium wages" for non-compliant meal periods and  
24 rest periods, "waiting time" penalty wages for formerly employed putative class members who  
25 were not paid all wages due at the time of separation from CEDARS-SINAI, penalties for  
26 Defendant's failure to provide accurate itemized wage statements, penalties, in a representative  
27 capacity, as provided by the Private Attorney General Act ("PAGA") and declaratory/injunctive  
28 relief, to the extent permitted by law, that the positions identified and the tasks/duties performed



1 fail to plainly and unmistakably meet the requirements of any recognized exemption under  
2 California law. Plaintiff has complied with the PAGA notice requirements and upon expiration  
3 of the statutory time limits for the California Labor and Workforce Development Agency  
4 (LWDA) and/or the Division of Labor Standards Enforcement (DLSE) to independently  
5 investigate and institute action, she will amend this Complaint as permitted by law, to assert an  
6 action as a representative of the general public and recover penalties in the manner prescribed by  
7 PAGA. (See, Exhibit "A" attached hereto, the PAGA Notice.)

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

14 All Defendant's California-based employees within the Enterprise Information  
15 Services (EIS) having job titles, job codes and/or descriptions of "Data Analyst,"  
16 "Systems Analyst," "Technical Analyst," "Programmer Analyst," "Security  
17 Analyst," "Data Security Analyst," "Applications Analyst," "Applications Support  
18 Analyst," "Epic Change Team Systems Analyst," "Systems Analyst -  
19 Change/Release," "Epic Workstation Manager," "Epic Database Administrator,"  
20 "Epic Security Analyst," "EIS Infrastructure Manager," "EIS Manager,"  
21 "Systems Integration Manager," "Epic Bridges Manager," "Epic Environment  
Coordinator." (including employees who perform identical functions under  
similar circumstances under different job descriptions or titles) who, from the  
period of 4 years prior to the commencement of this action until the date of trial,  
were classified by Defendant as "exempt" as demonstrated by Defendant's  
records.

22 5. The "Overtime Subclass" includes members of the proposed Plaintiff Class  
23 members who worked in excess of 8 hours per day and/or 40 hours per week, and who were not  
24 paid overtime compensation as required by applicable orders of the Industrial Welfare  
25 Commission ("IWC.") The "Meal Period" Subclass includes Class members who worked  
26 periods exceeding five hours without an uninterrupted, off-duty, 30-minute meal period and/or  
27 periods in excess of ten hours without a second uninterrupted off-duty, 30-minute meal period  
28 and were denied commensurate pay under Labor Code sections 226.7, as well as applicable

1 Wage Orders of the Industrial Welfare Commission (“IWC.”) The “Rest Period Subclass”  
2 includes Class members who worked periods of four hours or a major fraction thereof without a  
3 rest period of at least 10-minutes and were denied commensurate pay under Labor Code section  
4 226.7. The “Waiting Time Subclass” includes those class members who ended their employment  
5 with the Defendant during the Class Period, but who were not timely paid all wages owed as  
6 required by the Labor Code are entitled to “premium wage” payments equivalent to 30-days pay  
7 at their last hourly rate pursuant to California Labor Code section 203.

8 6. As used herein, the term “Plaintiff” means CHELSE WALSH, who is the named  
9 Plaintiff Class representative; the term “Plaintiff Class” includes the Plaintiff and all members of  
10 the proposed Class and Subclasses. Plaintiff held positions for which recovery is sought and  
11 worked hours of overtime in excess of 8 per day and/or 40 per week without commensurate pay  
12 as required by the California Labor Code and/or applicable Wage Orders of the IWC. Further,  
13 Plaintiff was not provided with compliant meal periods, nor was she authorized and permitted to  
14 take requisite rest breaks. Plaintiff separated from her employment in June 2012, and was not  
15 paid all wages owed, nor had Defendant properly and accurately itemized her wage statements  
16 during her employment with CEDARS-SINAI. In short, Plaintiff has suffered loss as a result of  
17 Defendant’s conduct and mis-classification, and Defendant has unjustly retained wages such that  
18 recovery for said sums, plus interest at the legal rate, are due. Plaintiff’s injury in fact provides  
19 her standing to sue both on her own behalf, and as a proposed class representative on behalf of  
20 others similarly situated in the proposed Class and Subclasses.

21 7. The obligations and responsibilities of Defendant’s “EIS” positions are virtually  
22 identical from region to region, district to district, facility to facility, and employee to employee.  
23 Any differences in job activities between the different individuals in these positions were and are  
24 legally insignificant to the issues presented by this action. Defendant’s records and acts relating  
25 to mis-classification are a matter of systematic and uniform practice for which individual issues  
26 do not predominate, and in fact, all issues are systematically linked, related and common, both in  
27 terms of facts and law, for Plaintiffs and each of the proposed members of the Plaintiff Class  
28 during the proposed Class Period. To wit, each of the following is alleged:

1 (a) As a matter of course during all or a substantial portion of the proposed  
2 Class Period, Plaintiff and each member of the proposed Plaintiff Class, were  
3 regularly, uniformly, and systematically required by Defendant to work in excess  
4 of eight (8) hours per day and/or required to work in excess of forty (40) hours per  
5 week during the proposed Class Period without being paid the requisite overtime  
6 wage required by California Labor Code Section 510, 1194 and applicable IWC  
7 Wage Order. Plaintiff, and each member of the proposed Plaintiff Class, who  
8 were classified as "exempt" during the proposed Class Period and who were not  
9 paid overtime wages at the requisite rate for overtime hours worked are all part of  
10 the "Overtime Subclass" as further alleged herein;

11 (b) As a matter of course during all or a substantial portion of the proposed Class  
12 Period, Plaintiff and each member of the proposed Plaintiff Class, were regularly,  
13 uniformly, and systematically prohibited by Defendant from taking timely,  
14 compliant, uninterrupted unpaid 30-minute meal periods for periods of  
15 approximately every five (5) hours worked as required by California Labor Code  
16 Section 226.7, Labor Code Section 512 and IWC Wage Order 4-2001, Section 11,  
17 nor were Plaintiff or members of the proposed Plaintiff Class paid a one-hour  
18 "premium wage" at their regular rate of hourly pay for each missed, late or  
19 interrupted meal period. Plaintiff, and each member of the proposed Plaintiff  
20 Class, who were classified as "exempt" during the proposed Class Period, and  
21 who were not provided timely, uninterrupted and duty-free meal periods, nor paid  
22 a "premium wage" in lieu thereof, are all part of the "Meal Period Subclass" as  
23 further alleged herein;

24 (c) As a matter of course during all or a substantial portion of the proposed Class  
25 Period, Plaintiff and each member of the proposed Plaintiff Class, were regularly,  
26 uniformly, and systematically prohibited by Defendant from taking timely,  
27 compliant, uninterrupted paid 10-minute rest periods for approximately every four  
28 (4) hours worked as required by California Labor Code Section 226.7, Labor Code  
Section 512 and IWC Wage Order 4-2001, Section 12, nor was Plaintiff or  
members of the proposed Plaintiff Class paid a one-hour "premium wage" at their  
regular rate of hourly pay for each missed, late or interrupted rest period.  
Plaintiff, and each member of the proposed Plaintiff Class, who were classified as  
"exempt" during the proposed Class Period, and who were not provided timely,  
uninterrupted and duty-free rest periods, nor paid a "premium wage" in lieu  
thereof, are all part of the "Rest Period Subclass" as further alleged herein;

29 (d) As a matter of course during all or a substantial portion of the proposed Class  
30 Period, Plaintiff and each member of the proposed Plaintiff Class were not  
31 provided true, accurate, and properly itemized pay statements or wage statements  
32 setting forth all hours actually caused or suffered to work and the corresponding  
33 correct amounts of pay at the requisite agreed and legal rate as required by Labor  
34 Code Section 226 et seq. Because Defendant did not record or track all hours  
35 worked, Plaintiff and members of the proposed Plaintiff Class can reasonably  
36 estimate the amount worked as admissible evidence at trial. Also, since  
37 Defendant had no reasonable basis to believe that it was in compliance with  
38 applicable law in claiming a defense of exempt classification, Plaintiff is informed  
39 and believes, and based thereon, alleges that Defendant acted willfully and with  
40 direct knowledge that their actions, were unlawful and violated California labor  
41 standards. Plaintiff and members of the Proposed Plaintiff Class who were not  
42 provided accurate itemized wage statements are all part of the "Wage Statement  
43 Subclass" as further alleged herein;

44 (e) As a matter of course during all or a substantial portion of the proposed Class  
45 Period, Plaintiff and each member of the proposed Plaintiff Class who were

1 terminated or separated from their employment from CEDARS-SINAI, were not  
2 timely paid all wages due as required by Labor Code Section 203. Also, since  
3 Defendant had no reasonable basis to believe that it was in compliance with  
4 applicable law in claiming a defense of exempt classification, Plaintiff is informed  
5 and believes, and based thereon, allege that Defendant acted willfully and with  
6 direct knowledge that its actions were unlawful and violated California labor  
standards. Plaintiff and members of the Proposed Plaintiff Class who separated  
from their employment from the Defendant during the proposed Class Period and  
who were not timely paid all wages due are all part of the "Waiting Time  
Subclass" as further alleged herein.

7 8. Plaintiff seeks damages and restitution for compensation for work performed and  
8 moneys due herself and the Plaintiff Class and Subclasses during the "Class Period," which is  
9 defined as four years prior to the filing of this action through the trial date. Based upon  
10 information and belief that the Defendant's unlawful acts are continuing and will continue,  
11 Plaintiff may elect to seek declaratory, and/or injunctive relief for the benefit of the proposed  
12 class she represents.

## 13 II.

### 14 JURISDICTION AND VENUE

15 9. The California Superior Court has jurisdiction in this matter due to Defendant's  
16 violations of Labor Code §201, et seq., Labor Code §500, et seq., Labor Code §1194, Business  
17 and Professions Code §17200, et seq., the IWC Wage Order(s) and related common law  
18 principles.

19 10. Venue is proper in this Judicial district and the County of Los Angeles because,  
20 upon information and belief, Defendant resides in, is located in and/or is domiciled in this county  
21 and maintains offices and transacts business in this county, and work was performed by members  
22 of the class made the subject of this action in the County of Los Angeles, California. Venue is  
23 also proper in Los Angeles County pursuant to CCP §395(b) and/or CCP §395.5 in that Plaintiff  
24 is a resident of said county and the county is the place where the harm occurred. Lastly, the  
25 unlawful acts alleged herein have a direct effect on Plaintiff, and those similarly situated, within  
26 the State of California and within Los Angeles County, as well as other counties located in  
27 California.

28 11. On information and belief, the California Superior Court has primary and original

1 jurisdiction in this matter because there is no federal question at issue, as the issues herein are  
2 based solely on California statutes and law, including the California Labor Code, Industrial  
3 Welfare Commission Wage Orders, Code of Civil Procedure, Rules of Court, and Business and  
4 Professions Code. No diversity jurisdiction exists sufficient for any removal of action to federal  
5 district court, either under 28 U.S.C. §1332 or §1332(d) pursuant to the Class Action Fairness  
6 Act (“CAFA”). Plaintiff is informed and believes, and based thereupon alleges, removal under  
7 the CAFA would be improper and that no federal subject matter jurisdiction exists over the  
8 matter.

9 **III.**

10 **THE PARTIES**

11 **A. The Plaintiff**

12 12. Plaintiff CHELSE WALSH (aka CHELSEA WALSH) was an employee of the  
13 Defendant, and is entitled to overtime compensation, rest and meal period compensation, wage  
14 statement penalties, waiting time penalties, and PAGA penalties from the Defendant. CHELSE  
15 WALSH was employed by the Defendant for a period of time during the Class Period in a  
16 salaried position, deemed exempt from the requirement to pay overtime by her employer.  
17 WALSH separated from employment with CEDARS-SINAI in June 2012. CEDARS-SINAI  
18 utilized a systematic and uniform classification policy applicable to all class members without  
19 review or audit of tasks and duties that, taken in combination with other uniform policies,  
20 business practices, and procedures applicable to the proposed Class and subclasses, render the  
21 action well suited for class action procedures and treatment as permitted by Code of Civil  
22 Procedure §382 and the California Rules of Court.

23 13. Each of the Plaintiff Class members are identifiable and ascertainable persons  
24 who were employed by CEDARS-SINAI in the positions: All Defendant’s California-based  
25 employees within the Enterprise Information Services (EIS) having job titles, job codes and/or  
26 descriptions of “Data Analyst,” “Systems Analyst,” “Technical Analyst,” “Programmer Analyst,”  
27 “Security Analyst” “Data Security Analyst” “Applications Analyst,” “Applications Support  
28 Analyst,” “Clinical Analyst,” “Clinical Coordinator,” “Epic Change Team Systems Analyst,”

1 "Epic Workstation Manager," "Epic Database Administrator," "Epic Security Analyst," "UNIX  
2 Manager," "EIS Manager," "Systems Integration Manager," "Epic Bridge Manager," "Program  
3 Manager," "Project Manager," "Incident Manager," (including employees who perform identical  
4 functions under similar circumstances under different job descriptions or titles) and/or similar  
5 titles or positions that primarily engaged in the installation, implementation, configuration,  
6 updating, monitoring, and troubleshooting of Defendant's hardware and software computer  
7 network and systems related to its EHR an EMR migration to the EPIC data systems for medical  
8 record keeping in the and CEDARS-SINAI corporate systems implementation. None of the  
9 employees spent a majority of their work time either engaged in scientific research, nor did they  
10 design, develop, write, draft or create hardware or software solutions for CEDARS-SINAI. Most  
11 of their tasks involved merely serving a maintenance and implementation of new  
12 hardware/software/network systems deployed by CEDARS-SINAI during the Class Period, over  
13 which, the proposed Class had very little or no input.

14 **B. The Defendants**

15 14. Plaintiff is informed and believes, and based thereon alleges, that CEDARS-  
16 SINAI is a California corporation with its principal place of business in California, and is and  
17 was the employer of Plaintiff and the members of Plaintiff Class and Subclasses, during the Class  
18 Period. CEDARS-SINAI maintains and transacts business as a health care delivery system  
19 operating in Los Angeles and other Central California counties.

20 15. Plaintiff is ignorant of the true names, capacities, relationships and extent of  
21 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through  
22 100, inclusive, but on information and belief alleges that said Defendants are legally responsible  
23 for the payment of overtime compensation, rest and meal period compensation and/or Labor  
24 Code section 203 "premium pay" penalties to the Plaintiff Class members by virtue of their  
25 unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will  
26 amend this complaint to allege the true names and capacities of the DOE Defendants when  
27 ascertained as permitted by California Code of Civil Procedure §474.

28 16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant

1 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a  
2 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each  
3 Defendant are legally attributable to the other Defendants. Plaintiff is informed and believes that  
4 CEDARS-SINAI and all DOE Defendants, for purposes of employment policies, hiring, firing,  
5 human resources, wages and benefits, act as a joint employer or joint venture, such that  
6 CEDARS-SINAI and any DOE Defendant are to be jointly and severally liable for the unlawful  
7 acts as herinafter described. Further, Plaintiff is informed and believes, and based thereupon  
8 alleges, that Defendants, and each of them, each had knowledge and information sufficient to  
9 them to have authorized, ratified and directed the acts of one another as their conduct relates to  
10 the Defendants' collective practices and treatment of the proposed class of employees herein.

11 IV.

12 GENERAL ALLEGATIONS

13 17. California Labor Code section 1194 provides that notwithstanding any agreement  
14 to work for a lesser wage, an employee receiving less than the legal overtime compensation is  
15 entitled to recover in a civil action the unpaid balance of their overtime compensation, including  
16 interest thereon, reasonable attorneys' fees, and costs of suit. Under California law, all  
17 employees are presumed to be hourly and nonexempt, and thus entitle to all protections and  
18 minimum labor standards as set forth in the California Labor Code and through enactments of  
19 Industrial Welfare Commission Wage Orders, specifically, as to overtime pay, meal periods and  
20 rest periods, as well as certain minimum non-delegable record/timekeeping requirements. It is  
21 the employer or Defendants' obligation to plead and prove that an employee is "plainly and  
22 unmistakably" fit into a proper exemption and that the employees spend a majority of their daily  
23 and weekly job duties engaged in tasks that qualify for any proffered exemption. Exemptions,  
24 under California law, are to be narrowly construed and benefits of doubtful classification inure to  
25 the benefit of employees to be non-exempt and offered greater employee statutory and regulatory  
26 protections.

27 18. Further, Business and Professions Code section 17203 provides that any person  
28 who engages in unfair competition may be enjoined in any court of competent jurisdiction.

1 Business and Professions Code section 17204 provides that any person who has suffered actual  
2 injury and has lost money or property as a result of the unfair competition may bring an action for  
3 restitution in a court of competent jurisdiction. Violations of the California Labor Code in  
4 connection with an employer's obligation to pay wages serves as a legitimate predicate for  
5 implication of the UCL.

6 19. During all, or a substantial portion, of the proposed Class Period, Plaintiff and  
7 each member of the Plaintiff Class were employed by Defendants, and each of them, in the State  
8 of California.

9 20. Plaintiff and each Plaintiff Class member were non-exempt employees covered  
10 under one or more Industrial Welfare Commission (IWC) Wage Orders, including Wage Order  
11 4-2000, 4-2001 ("Wage Orders"), Labor Code section 510, and/or other applicable wage orders,  
12 regulations and statutes, and each Plaintiff Class member was not subject to an exemption for  
13 computer, executive, administrative or professional employees, which imposed an obligation on  
14 the part of the Defendant to pay Plaintiff and Plaintiff Class members lawful overtime  
15 compensation at the requisite legal rate for hours worked in excess of 8 hours per week and/or 40  
16 per week, and were denied rest and meal period compensation for non-compliant missed, late or  
17 interrupted meals and rest periods throughout the Class Period.

18 21. During the Class Period, Defendant was obligated to pay Plaintiff and the Plaintiff  
19 Class overtime compensation for all hours worked over eight (8) hours of work in one (1) day or  
20 forty (40) hours in one week. Defendant regularly required Plaintiff and the Plaintiff Class to  
21 work overtime hours without overtime compensation.

22 22. Plaintiff and each Plaintiff Class member primarily performed non-exempt work  
23 in excess of the maximum regular rate hours set by the IWC in the above Wage Orders,  
24 regulations or statutes, and therefore entitled the Plaintiff and Plaintiff Class members to  
25 overtime compensation at the rate of time and one-half, and when applicable, double time rates  
26 as set forth by the above Wage Orders, regulations and/or statutes.

27 23. Plaintiff is informed and believes, and based thereupon alleges that Defendant  
28 failed to maintain necessary records to show that it properly classified her or members of the



1 proposed Plaintiff Class. Further, Defendants, and each of them, failed to monitor and record  
2 time and tasks in such a way that it can ever establish that its employees in the proposed Plaintiff  
3 Class spent a majority of their daily and/or weekly work duties performing tasks that qualified for  
4 exempt status, and in fact, by surveys, representative testimony, corporate representative  
5 witnesses, and corporate HR documents, Plaintiff can and will show that Defendant cannot meet  
6 its burden of proof to show that WALSH or any of the proposed Plaintiff Class members were  
7 properly classified as exempt.

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

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

22 26. Plaintiff Class members performed primarily non-exempt functions for the  
23 Defendant and were mis-classified as exempt employees. They do not qualify under the  
24 corporate professional exemption because they are not paid statutory minimum pay to qualify for  
25 this exemption. They are not employed to manage Defendant's enterprise in managerial duties.  
26 They do not perform work related to Defendant's general business operation but primarily  
27 perform functions related to the product or service provided by Defendant and do not exercise  
28 discretion and/or independent judgment to be exempt in an administrative capacity. Further, they

1 are not employed on an hourly basis with pay not less than the statutory rate set by the IWC  
2 Wage Orders and premium overtime pay. Hence, the work performed in these employee  
3 positions is not exempt work but rather is non-exempt work.

4 27. Class members who ended their employment during the Class Period, but were  
5 not paid the above due overtime compensation timely upon the termination of their employment  
6 as required by Labor Code sections 201-203, are entitled to penalties as provided by California  
7 Labor Code section 203.

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

10 V.

11 CLASS ACTION ALLEGATIONS

12 29. Plaintiff brings this action on behalf of herself, the general public and all other  
13 similarly-situated persons as a class action pursuant to California Code of Civil Procedure  
14 section 382. The class which Plaintiff seeks to represent is composed of and defined as follows:

15 Plaintiff Class:

16 All Defendant's California-based employees within the Enterprise Information Services  
17 (EIS) having job titles, job codes and/or descriptions of "Data Analyst," "Systems  
18 Analyst," "Technical Analyst," "Security Analyst," "Data Security Analyst"  
19 "Applications Analyst," "Applications Support Analyst," "Epic Change Team Systems  
20 Analyst," "Systems Analyst - Change/Release," "Epic Workstation Manager," "Epic  
21 Database Administrator," "Epic Security Analyst," "EIS Infrastructure Manager," "EIS  
22 Manager," "Systems Integration Manager," "Epic Badges Manager," "Epic Environment  
23 Coordinator," including employees who perform identical functions under similar  
24 circumstances under different job descriptions or titles, who employed on or after four  
25 years prior to the commencement of this action through the date of commencement of  
26 trial who Defendant classified as "exempt" based on corporate records.

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

29 Plaintiff "Overtime Subclass" (Overtime):

30 All members of the Plaintiff Class who, during the Relevant Time Period, were  
31 classified as exempt employees based on corporate records, and who were not  
32 paid at the legally requisite overtime rate for all hours worked in excess of eight  
33 (8) hours per workday and/or forty (40) hours per workweek.

34 31. Further, Plaintiff seeks to certify a subclass of employees composed of and  
35 defined as follows:

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

**Plaintiff "Meal Period Subclass":**

All members of the Plaintiff Class who, during the Relevant Time Period, (1) worked periods exceeding five hours without an uninterrupted, off-duty, 30-minute meal period and/or periods in excess of ten hours without a second uninterrupted, off-duty, 30-minute meal periods, and (2) were not provided compensation of one hour's pay ("premium wage") at the employee's regular rate for each such day that a meal period was not provided.

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

**Plaintiff "Rest Period Subclass":**

All members of the Plaintiff Class who, during the Relevant Time Period, worked periods of four hours or a major fraction thereof without a duty free rest period of at least 10-minutes and who were not compensated one hour's pay ("premium wage") at the employee's regular rate for each day that a rest period was not permitted.

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

**Plaintiff "Waiting Time Subclass":**

All members of the Plaintiff Class who, during the Relevant Time Period, who separated from their employment from CEDARS-SINAI by way of voluntary or involuntary discharge, and to whom the Defendant knowingly failed to timely pay all wages due to said employees.

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

**Plaintiff "Wage Statement Subclass":**

All members of the Plaintiff Class who, during the Relevant Time Period, to whom CEDARS-SINAI knowingly and intentionally failed to provide accurate itemized wage statements showing all hours the said employee was actually caused or suffered to work and the corresponding regular and overtime wages to be paid.

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

///

**Plaintiff "UCL Subclass":**

All members of the "Overtime Subclass," the "Meal Period Subclass," and the

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

4 36. Plaintiff reserves the right under Rule 3.765(b), California Rules of Court, to  
5 amend or modify the Class description with greater specificity or further division into subclasses  
6 or limitation to particular issues.

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

10 38. **Ascertainable Class:** The proposed class and each subclass are ascertainable in  
11 that their members can be identified and located using information contained in Defendant’s  
12 payroll and personnel records.

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

20 40. **Typicity:** The claims of Plaintiff W. LSH for overtime wages, waiting time  
21 penalties, interest, and attorneys’ fees are typical of the claims of all members of the Class and  
22 Subclasses mentioned herein because all members of the Class and Subclasses sustained similar  
23 injuries and damages arising out of Defendant’s common course of conduct in violation of law  
24 and the injuries and damages of all members of the Class and Subclasses were caused by  
25 Defendant’s wrongful conduct in violation of law, as alleged herein.

26 41. **Adequacy:** Plaintiff CHELSE WALSH is an adequate representatives of the Class  
27 and Subclasses herein, will fairly protect the interests of the members of the Class and  
28 Subclasses, has no interests antagonistic to the members of the Class and Subclasses and will

1 vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating  
2 matters of this type. Class Counsel are competent and experienced in litigating large  
3 employment law class actions.

4 42. **Superiority:** The nature of this action and the nature of laws available to Plaintiff  
5 make use of the class action format a particularly efficient and appropriate procedure to afford  
6 relief to Plaintiff for the wrongs alleged herein, as follows:

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

**DRAFT**

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

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

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

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

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

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

- 1 a. Whether the Class Members qualify for exempt status under the  
2 administrative exemption;
- 3 b. Whether the Class Members qualify for exempt status under the computer  
4 professional exemption;
- 5 c. Whether the Class Members were improperly mis-classified by Defendant  
6 without analysis as to job duties performed.
- 7 d. The extent to which Defendant analyzed the duties and responsibilities of  
8 the Class Members before classifying them as exempt;
- 9 e. The number of hours per week and per day Class Members are expected to  
10 work;
- 11 f. Defendant's expectations as to the duties and responsibilities of the Class  
12 Members, and whether these expectations are reasonable under the  
13 circumstances;
- 14 g. Whether the various tasks performed by the Class Members qualify as  
15 exempt or non-exempt tasks;
- 16 h. Whether Defendant's withholding of overtime pay and was willful under  
17 the meaning of Labor Code Section 203.
- 18 i. Whether Defendant failed to keep adequate records for the members of the  
19 Wage Statement Subclass pursuant to Labor Code 226(a) (and the  
20 consequence for such statutory violations if Defendant did not);
- 21 j. Whether Defendant's conduct constitutes unfair competition within the  
22 meaning of Business and Professions Code sections 17200 and 17203;
- 23 k. Whether members of the Class and Subclasses are entitled to  
24 compensatory damages, and if so, the means of measuring such damages;
- 25 l. Whether the members of the Class and Subclasses are entitled to  
26 injunctive and/or declaratory relief;
- 27 m. Whether the members of the Class and Subclasses are entitled to  
28 restitution;

- n. Whether Defendant is liable for pre-judgment interest; and
- o. Whether Defendant is liable for attorneys' fees and costs.

44. **Manageability and Superiority of Class Action Procedure:** The nature of this action and the nature of laws available to Plaintiff make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein. Specifically, the primary class turns upon Defendant's own uniform, systematic practice of classifying all affected job positions as "salaried exempt" without any individual scrutiny of tasks and duties is in compliance with Labor Code section 1194 and the presumptions against employees being deemed "exempt" from overtime payment requirements. Therefore, the propriety of the classification scheme applicable to all employees holding the job titles and positions is a predominant question of fact that is easily cable of being discovered through manageable devices of common proof such as statistical random sampling, survey evidence based on scientific principles, representative testimony, documentary evidence and common practices/procedures of the Defendant in treating each of the class members as a homogeneous group in the payment of their wages. Furthermore, the Plaintiff Class comprised California-based employees within the Enterprise Information Services (EIS) having job titles, job codes and/or descriptions of "Data Analyst," "Systems Analyst," "Technical Analyst," "Security Analyst" "Data Security Analyst" "Applications Analyst," "Applications Support Analyst," "Epic Change Team Systems Analyst," "Systems Analyst - Change/Release," "Epic Workstation Manager," "Epic Database Administrator," "Epic Security Analyst," "EIS Infrastructure Manager," "EIS Manager," "Systems Integration Manager," "Epic Bridges Manager," "Epic Environment Coordinator," "and/or similar job titles or positions assigned to the installation, configuration, deployment, implementation, training, updating, monitoring, maintaining and troubleshooting of Defendant's migration to an EPIC-based Electronic Medical Records (EMR) initiative, is, despite Defendant's efforts to use a multitude of duplicative job titles, a narrowly defined group of employees whose job duties, tasks and classification scheme can be readily achieved through means of common proof. Once the predominant issue of exempt classification is determined, then each of the derivative Subclass claims and damages, if any, suffered by each

**DRAFT**



1 member is capable of being shown by several means of common proof and limited by individual  
2 showings of entitlement to recovery that can be professionally administered and tailored to the  
3 facts and circumstances of the case.

4 VI.

5 CAUSES OF ACTION

6 FIRST CAUSE OF ACTION

7 **Failure To Pay Overtime Wages [Labor Code § 510, 515, 515.5, 1194]**  
8 **(Plaintiff and each Member of the Overtime Subclass as against each Defendant)**

9 45. Plaintiff incorporates all preceding paragraphs by this references as though fully  
10 set forth herein.

11 46. At all relevant times, the following were applicable provisions of California law  
12 that applied to Plaintiff, the proposed Plaintiff Class and to the Defendants, and each of them:

- 13 (a) Labor Code §204 establishes the fundamental right of all employees in the  
14 State of California to be paid wages, including straight time and overtime,  
15 in a timely fashion for their work. This precludes any waiver for unpaid  
16 due and owing wages that remain unpaid at the time of separation;
- 17 (b) Labor Code §510(a) states in pertinent part: “Any work in excess of eight  
18 hours in one workday and any work in excess of 40 hours in any one  
19 workweek ... shall be compensated at the rate of no less than one and one-  
20 half times the regular rate of pay for any employee”;
- 21 (c) Pursuant to Labor Code §1198, it is unlawful to employ persons for longer  
22 than the hours set by the Industrial Welfare Commission or under  
23 conditions prohibited by the IWC Wage Order(s)
- 24 (d) Wage Order No. 1, codified in California Code of Regulations, title 8,  
25 section 1049(1)(A)(2) regarding the “Administrative Exemption” states in  
26 pertinent part: “person employed in an administrative capacity means  
27 any employee: (a) Whose duties and responsibilities involve... (i) The  
28 performance of office or non-manual work directly related to management  
policies or general business operations of his/her employer or his/her  
employer’s customers; ... and (b) Who customarily and regularly exercises  
discretion and independent judgment...”
- 29 (e) 29 C.F.R. §541.202(a), as revised in 2004, states: “To qualify for the  
administrative exemption, an employee’s primary duty must include the  
exercise of discretion and independent judgment with respect to matters of  
significance. In general, the exercise of discretion and independent  
judgment involves the comparison and the evaluation of possible courses  
of conduct, and acting or making a decision after the various possibilities  
have been considered. The term “matters of significance” refers to the  
level of importance or consequence of the work performed.”
- 30 (f) 29 C.F.R. §541.202(b), as revised in 2004, states: “The phrase “discretion

1 and independent judgment” must be applied in the light of all the facts  
2 involved in the particular employment situation in which the question  
3 arises. Factors to consider when determining whether an employee  
4 exercises discretion and independent judgment with respect to matters of  
5 significance include, but are not limited to:

- 6 - whether the employee has authority to formulate, affect, interpret,  
7 or implement management policies or operating practices;
- 8 - whether the employee carries out major assignments in conducting  
9 the operations of the business;
- 10 - whether the employee performs work that affects business  
11 operations to a substantial degree, even if the employee's  
12 assignments are related to operation of a particular segment of the  
13 business;
- 14 - whether the employee has authority to commit the employer in  
15 matters that have significant financial impact;
- 16 - whether the employee has authority to waive or deviate from  
17 established policies and procedures without prior approval;
- 18 - whether the employee has authority to negotiate and bind the  
19 company on significant matters;
- 20 - whether the employee provides consultation or expert advice to  
21 management; whether the employee is involved in planning long-  
22 or short-term business objectives;
- 23 - whether the employee investigates and resolves matters of  
24 significance on behalf of management; and
- 25 - whether the employee represents the company in handling  
26 complaints, arbitrating disputes or resolving grievances.”

27 (g) 29 C.F.R. § 541.202(e), as revised in 2004, states in pertinent part:  
28 The exercise of discretion and independent judgment must be  
29 more than the use of skill in applying well-established techniques,  
30 procedures or specific standards described in manuals or other  
31 sources.”

32 47. Defendants, and each of them, employed Plaintiff, and the proposed Plaintiff  
33 class, to engage in the integration and migration of Defendant’s Information Technology (IT)  
34 systems within its Enterprise Information Service (EIS) to conform with EPIC-based Electronic  
35 Medical Records (EMR) or Electronic Health Records systems and numerous other computer  
36 network application software tools. This did not involve patient care which is the core business  
37 operation of CEDARS-SINAI. Neither Plaintiff, nor the proposed Plaintiff Class, engaged in the  
38 design or the decisions as to what systems, application, network and computer hardware was

1 necessary for the upgrade, but were merely tasked with the manual, routine and repetitive  
2 installation, configuration, and maintenance of the new system. No license, certification, or  
3 advance degree was necessary or required to perform the tasks; rather, WALSH and the proposed  
4 class were merely to implement rigid pre-determined and scheduled GO LIVES at Defendant's  
5 numerous medical facilities.

6 48. Plaintiff and the Plaintiff Class Members were regularly required to work  
7 overtime hours and are entitled to overtime compensation for overtime work performed for the  
8 Defendant, in an amount according to proof. Pursuant to Labor Code sections 1194 and 1198  
9 and IWC Wage Order 4-2001, the Plaintiff Class Members seek the payment of all overtime  
10 compensation which they earned and accrued after four (4) years prior to filing of the Complaint,  
11 according to proof. Plaintiff was an employee of the Defendant until June 2012 and all of her  
12 job duties led her to be expected to work 10-12 hour shifts, workweeks that exceeded forty (40)  
13 hours and for which she was not paid overtime wages at the legally requisite rate. Her job duties  
14 were to install, configure, implement troubleshoot and maintain EPIC based data systems for  
15 Defendants' medical facilities, and Defendant did not accurately record work time nor did the  
16 Defendant monitor whether the majority of her work tasks were qualified for exempt status. In  
17 fact, WALSH's work duties, like those of all members of the Plaintiff Class, were routine,  
18 manual and repetitive – requiring skill and experience with application tools – but not requiring  
19 advance knowledge, skill and training to develop, create, design or originate novel solutions to  
20 problems. Further, WALSH and the proposed Plaintiff Class were prevented from the  
21 engagement in any significant degree of discretion and independent judgment on any EPIC  
22 related implementation and migration issue due to multiple levels of management and the use of  
23 pre-ordained and established policies and procedures for which neither WALSH nor the  
24 proposed Class had any role in creating, and for which neither WALSH or the proposed Class  
25 could not deviate without advance approval from management.

26 49. Plaintiff is informed and believes that she and the proposed Plaintiff class were  
27 simply deemed “salaried” exempt without any justifiable factual basis by the Defendant. At the  
28 very least, Defendant place personnel in the identified positions, and other equivalent positions,

1 solely based on the use of sophisticated sounding job requisition postings, but no advance or post  
2 position analysis as to how each employee actually spent his or her day, the duties for which  
3 comprised a majority of work time, nor did the Defendant audit or monitor whether the  
4 employees met any overtime exemption. In fact, the Defendant failed to even record all work  
5 hours in any way, so it cannot determine how a majority of Plaintiff's, or the proposed Plaintiff  
6 Class', work duties were spent, even if some minority of task, on occasion, qualified for exempt  
7 status. Based on this and other documents, witnesses and corporate representative evidence,  
8 Plaintiff contends that Defendant cannot meet its burden of proof to show that she or any  
9 proposed Class member was plainly and unmistakably classified into a proper exemption, nor  
10 can it deny that it's system of classification was uniform and standard during the proposed Class  
11 Period.

12 50. As a result, Plaintiff and the proposed Plaintiff Class are owed wages for overtime  
13 worked and can show such time through the use of schedules, surveys, representative evidence,  
14 statistical sampling of work times and dates, and other means of objective proof showing that  
15 Plaintiff and the class worked overtime and that Defendant had no legitimate and continuing  
16 basis to claim exemption status.

17 51. Additionally, Plaintiff and Plaintiff Class Members are entitled to attorneys' fees,  
18 and costs, pursuant to California Labor Code §1194 and prejudgment interest in an amount  
19 according to proof.

20 **SECOND CAUSE OF ACTION**  
21 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**  
22 **[Labor Code Section 226.7, IWC Wage Order 4-2001(11)]**  
**(By Plaintiff and Members of the Meal Period Subclass as Against each Defendant)**

23 52. Plaintiff incorporates all preceding paragraphs by this references as though fully  
24 set forth herein.

25 53. By use of a systematic, uniform, but unsupportable exemption classification  
26 system, Defendant unfairly and illegally failed to provide Plaintiff and members of the "Meal  
27 Period Subclass" with sufficient and compliant meal periods as required by Labor Code Section  
28 226.7, 512, and IWC Wage Order 4-2001, Section 11. On a daily and weekly basis, Plaintiff was

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

5 60. Plaintiff incorporates all preceding paragraphs as though fully set forth  
6 herein.

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

14 62. Members of the Waiting Time Subclass are no longer employed by Defendant.  
15 They were either discharged from or quit Defendant's employment.

16 63. Defendant willfully failed to pay LC203 Subclass Members a sum due at the time  
17 of their termination or within seventy-two (72) hours of their resignation, and failed to pay those  
18 sums for thirty (30) days thereafter.

19 64. Defendant's willful failure to pay wages to the LC203 Subclass Members  
20 violates Labor Code section 203 because Defendant knew wages were due to the LC203 Subclass  
21 Members, but Defendant failed to pay them.

22 65. Members of the "Waiting Time" Subclass are entitled to penalties  
23 pursuant to Labor Code section 203, in the amount of each class member's daily wage multiplied  
24 by thirty (30) days.

25 **FIFTH CAUSE OF ACTION**  
26 **Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement**  
27 **Provisions (Lab. Code, § 226(a))**  
28 **(Plaintiff and the Wage Statement Subclass against each Defendant)**

66. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

67. Section 226(a) of the California Labor Code requires Defendant to itemize in

1 wage statements all deductions from payment of wages and to accurately report total hours  
2 worked by Plaintiff and the members of the proposed Class. Defendant has knowingly and  
3 intentionally failed to comply with Labor Code section 226(a) on each and every wage statement  
4 provided to Plaintiff and members of the proposed Wage Statement Subclass. To wit, Plaintiff  
5 alleges that the wages statements failed to accurately set forth all hours actually caused or  
6 suffered to work.

7 68. As a consequence of Defendant's knowing and intentional failure to comply with  
8 Labor Code section 226(a), Plaintiff and the Wage Statement Subclass are entitled to actual  
9 damages or penalties not to exceed \$4000 for each employee pursuant to Labor Code section  
10 226(b), together with interest thereon and attorneys' fees and costs.

11 **SIXTH CAUSE OF ACTION**  
12 **Violations of the Unfair Competition Law**  
**(Plaintiff and each Plaintiff Class Member and Subclass Member against each Defendant)**

13 69. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

14 70. The failure to pay lawful overtime compensation and timely pay all pay due upon  
15 termination of employment to Plaintiff, and each Plaintiff Class Member and Subclass Member,  
16 is an unlawful and unfair business practice within the meaning of Business and Professions Code  
17 section 17200, et seq., including but not limited to a violation of the applicable State of  
18 California Industrial Welfare Commission Wage Orders, regulations and statutes, or is otherwise  
19 a practice which is otherwise unfair and unlawful including that the Defendant did not pay tax  
20 contributions on the accrued overtime compensation in the form of FICA, Social Security,  
21 Medicare and Unemployment Insurance.

22 71. This cause of action is brought under Business and Professions Code sections  
23 17203 and 17204, commonly called the Unfair Competition Law. Under this cause of action and  
24 pursuant to Business and Professions Code section 17208, Plaintiff and all Plaintiff Class  
25 Members seek restitution of overtime wages and other pay owed and, where applicable, penalties  
26 under Labor Code section 203, where such wages were due each of the class members during the  
27 Class Period, commencing four (4) years prior to filing of this complaint, according to proof.

28 72. This cause of action is brought as a cumulative remedy as provided in Business

1 and Professions Code section 17205, and is intended as an alternative remedy for restitution for  
2 Plaintiff, each Plaintiff Class Member and each Plaintiff Subclass Member, for the time period,  
3 or any portion thereof, commencing within four (4) years prior to the filing of this complaint, and  
4 as the primary remedy for Plaintiff, each Plaintiff Class Member and each Plaintiff Subclass  
5 Member for the time period of the fourth year prior to the filing of this complaint, as such one  
6 year time period exceeds the statute of limitations on statutory wage claims.

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

11 74. Further, Plaintiff requests the violations of the Defendant alleged herein be  
12 enjoined, and other equitable relief as this court deems proper including an order for the  
13 reclassification of Class Members to non-exempt status and requiring payment by the Defendant  
14 of tax contributions on the accrued overtime compensation in the form of FICA, Social Security,  
15 Medicare, Unemployment Insurance or other appropriate payments.

16 75. Plaintiff is informed and believes, and thereon alleges, that some potential Class  
17 Members are no longer employed and CEDARS-SINAI's conduct in failing to timely pay all  
18 wages due and owing was willful and as a consequence, those Class Members are owed waiting  
19 time penalties under Labor Code sections 201-207.

20 **DRAFT**  
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment as follows:

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

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

- 1 b. For damages, as set forth in Labor Code §1194(a) and the IWC Wage Order(s),  
2 including IWC Wage Order 5, section 20, regarding wages due and owing,  
3 according to proof;
- 4 c. For pre-judgment interest as allowed by Labor Code §218.6, Labor Code §1194(a)  
5 and Civil Code §3287;
- 6 d. For an award of reasonable attorneys' fees and costs pursuant to Labor Code  
7 §218.5 and Labor Code §1194(a), and pursuant to Code of Civil Procedure §  
8 1021.5 ;

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

- 10 e. For one (1) hour of pay at the regular rate of compensation for each member of the  
11 Meal Period Subclass for each workday that a meal period was not provided;
- 12 f. For recovery pursuant to IWC Wage Order 4, section 11;
- 13 g. For pre-judgment interest as authorized by Labor Code §218.6 and CC  
14 §3287;
- 15 h. For an award of reasonable attorneys' fees and costs pursuant to Labor Code  
16 §218.5 and pursuant to Code of Civil Procedure § 1021.5;

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

- 18 i. For one (1) hour of pay at the regular rate of compensation for each  
19 member of the Rest Period Subclass for each day worked that a rest period was not  
20 provided;
- 21 j. For recovery pursuant to IWC Wage Order 5, section 20;
- 22 k. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287
- 23 l. For an award of reasonable attorneys' fees and costs pursuant to Labor Code  
24 §218.5 and pursuant to Code of Civil Procedure § 1021.5;

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

- 26 m. For recovery as authorized by Labor Code section 203;

27 **As to the Fifth Cause of Action for Failure to Provide Accurate Wage Statements:**

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



- 1 o. For injunctive relief to ensure Defendant's compliance with Labor Code §226  
2 pursuant to Labor Code §226(g);  
3 p. For an award of costs and reasonable attorneys' fees pursuant to Labor Code  
4 §226(e) and/or §226(g) and pursuant to Code of Civil Procedure § 1021.5;

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

- 6 q. For an accounting, under administration of Plaintiff and/or the receiver and  
7 subject to Court review, to determine the amount to be returned by Defendant, and  
8 the amounts to be paid to members of the Classes who are owed monies by  
9 Defendant;  
10 r. For an Order requiring Defendant to identify each of the members of the Classes  
11 by name, home address, and home telephone number;  
12 s. For an Order requiring Defendant to make full restitution and payment to the  
13 Class due to unfair competition, including disgorgement of its wrongfully  
14 withheld wages pursuant to California Business and Professions Code sections  
15 17203 and 17204;  
16 t. For an Order for a preliminary and/or permanent injunction prohibiting Defendant  
17 from continuing the illegal course of conduct, alleged herein;  
18 u. That Defendant further be enjoined to cease and desist from unfair competition in  
19 violation of sections 17209, et seq of the California Business and Professions  
20 Code;  
21 v. That Defendant be enjoined from further acts of restraint of trade or unfair  
22 competition;  
23 w. For the creation of an administrative process wherein each injured member of the  
24 Classes may submit a claim in order to receive her/her money;  
25 x. For all other appropriate injunctive, declaratory and equitable relief;  
26 y. For interest to the extent permitted by law;  
27 z. For an award of attorneys' fees and costs incurred in the investigation, filing and  
28 prosecution of this action pursuant to Civil Code §1021.5, Business and

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

Professions Code §17200, et seq., Labor Code §1194 and/or any other applicable provision of law;

**As to All Causes of Action:**

- aa. For such other and further relief as this Court may deem just and proper; and
- bb. For reasonable attorneys' fees and costs incurred.

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

Dated: June 27, 2012

By: \_\_\_\_\_  
Michael D. Singer  
J. Jason Hill  
Attorneys for Plaintiff CHELSE WALSH

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

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

**DRAFT**

Dated: June 27, 2012

By: \_\_\_\_\_  
Michael D. Singer  
J. Jason Hill  
Attorneys for Plaintiff CHELSE WALSH

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7010 0290 0001 1353 1290

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

Postmark  
Here

Sent to  
 CALIFORNIA LABOR & WORKFORCE DEV. AGENCY  
 Street, Apt. No.,  
 or PO Box No. 801 K STREET, SUITE 2101  
 City, State, ZIP+4  
 SACRAMENTO CA 95814

PS Form 3811, August 2003

See Reverse for Instructions

**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:

SECRETARY OF THE CALIFORNIA  
 LABOR & WORKFORCE DEVELOPMENT AGENCY  
 801 K STREET, SUITE 2101  
 SACRAMENTO, CA 95814

2. Article Number

(transfer from service label)

7010 0290 0001 1353 1290

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

EMPLOYMENT DEVELOPMENT DEPARTMENT  
 X 800 Capitol Mall Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service type  VHO

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes



**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**

*(Domestic Mail Only. No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

0290 0000 0101 1000 0000 0101

Postage	\$ 2.00
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 7.40</b>

Postmark  
Here

Sent To  
**CEDA-S-SINAI Med Care Foundation**  
 Street, Apt. No.,  
 or PO Box No. **200 N. Robertson Blvd, #101**  
 City, State, ZIP+4  
**BEVERLY HILLS CA 90211**

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:  <b>CEDA-S SINAI MEDICAL CARE FOUNDATION</b>  <b>410 THOMAS GARDEN AGENT</b>  <b>FOR SERVICE OF PROCESS</b>  <b>200 NORTH ROBERTSON BLVD</b>  <b>SUITE 101</b>  <b>BEVERLY HILLS CA 90211</b></p>	<p>B. Received by (Printed Name) <i>[Signature]</i> <input type="checkbox"/> Date of Delivery <i>[Signature]</i></p> <p>D. Is delivery address different from item B? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                  If YES, enter delivery address below:</p>
<p>2. Article Number                  (Transfer from service label)</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>PS Form 3811, February 2004</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>7010 0290 0001 1353 1313</p> <p>Domestic Return Receipt 102695-02-M-1640</p>

**U.S. Postal Service**  
**CERTIFIED MAIL - RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7010 0290 0001 1353 1306

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

Postmark  
Here

Sent To  
**CEDAR-SINAI MEDICAL CENTER**  
 Street, Apt. No.,  
 or PO Box No. **8700 Beverly Blvd. TSB 290**  
 City, State, ZIP+4  
**LOS ANGELES CA 90048**

PS Form 3811, August 2003

See Reverse for Instructions

**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:  
**CEDARS-SINAI MEDICAL CENTER**  
**C/O PETER BRAVEMAN, AGENT**  
**FOR SERVICE OF PROCESS**  
**8700 BEVERLY BLVD. TBS-290**  
**LOS ANGELES CA 90048**

2. Article Number (Transfer from service label) **7010 0290 0001 1353 1306**

**COMPLETE THIS SECTION: ON DELIVERY**

A. Signature  Agent  
  Addressee

B. Received by (Printed Name) **JAMES SCOTT** C. Date of Delivery **6-28-02**

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

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

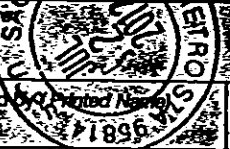
7100 0120 0620 1000 ESET ESET ER21

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

Postmark  
Here

Sent to  
*CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY*  
 Street, Apt. No.,  
 or PO Box No. *800 CAPITOL MALL MTC-55*  
 City, State, ZIP+4  
*SACRAMENTO CA 95814*

PS Form 3800, August 2006 See Reverse for Instructions

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece or on the front if space permits.</li> </ul> <p>1. Article Addressed to:  <i>SECRETARY OF THE CALIFORNIA LABOR &amp; WORKFORCE DEVELOPMENT AGENCY</i>  <i>800 CAPITOL MALL, MTC-55</i>  <i>SACRAMENTO, CA 95814</i></p> <p>2. Article Number                  (Transfer from service label) <span style="border: 1px solid black; padding: 2px;">7010 0290 0001 1353 1283</span></p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature                  X  <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  YES <i>DEVELOPMENT DEPARTMENT</i>  <i>800 Capitol Mall</i>  <i>Sacramento, CA 95814</i></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>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------