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**FILED**

MAR 14 2014

KIM TURNER, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: J. Chen, Deputy.

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9 *Attorneys for Plaintiffs*

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 IN AND FOR THE COUNTY OF MARIN  
13 GENERAL CIVIL DIVISION – SAN RAFAEL

14 MARY KNAPP-SAMET, JANE ANN  
15 MIDDLETON, KATHRYN BALLINGER,  
16 NORA BURNS, BARBARA RUSSELL,  
17 WINNIE HUANG and HEATHER  
GOSLINER, individually, and on behalf of  
others similarly situated,

Case No. *CV* 1400998

18 Plaintiffs,

19 vs.

20 MARIN GENERAL HOSPITAL  
21 CORPORATION, a California corporation,  
22 SUTTER HEALTH CORPORATION, a  
23 California corporation and DOES 1 through  
50, inclusive,

24 Defendants.

**CLASS ACTION COMPLAINT FOR:**

- (1) Failure to Pay Overtime Wages in Violation of Labor Code §§ 510, 1194 and Wage Order No. 5;
- (2) Failure to Pay All Wages upon Termination in Violation of Labor Code § 203;
- (3) Failure to Furnish and Maintain Timely and Accurate Wage Statements in Violation of Labor Code § 226; and,
- (4) Violation of California’s Unfair Competition Act (“UCL”) Bus. & Prof. Code § 17200 *et seq.*

**JURY TRIAL DEMANDED**

1 Plaintiffs Mary Knapp-Samet, Jane Ann Middleton, Kathryn Ballinger, Nora Burns,  
2 Barbara Russell, Winnie Huang, and Heather Gosliner, (“Plaintiffs”), complain and allege as  
3 follows:

#### 4 INTRODUCTION

5 1. Plaintiffs bring this class action and representative action to remedy wage and  
6 hour violations by defendants MARIN GENERAL HOSPITAL CORPORATION, SUTTER  
7 HEALTH CORPORATION and DOES 1 through 50, Inclusive (collectively, “Defendants”),  
8 who engaged in a pervasive and unlawful scheme to deprive their employees of the protections  
9 granted them by California wage and hour law. Plaintiffs bring this action on their own behalf  
10 and on behalf of the following class of individuals (the “Class Members”):

11 2. Plaintiffs and all other persons who have been employed by Defendants, or any of  
12 them, as Nurse Case Managers at Marin General Hospital at any time from March 2010 and  
13 continuing while this action is pending (the “Class Period”).

14 3. During the Class Period, Defendants: (1) failed and refused to pay overtime wages  
15 to the Class Members; (2) failed and refused to provide timely and accurate wage and hour  
16 statements to the Class Members; (3) failed and refused to pay compensation due to the Class  
17 Members in a timely manner upon their termination or resignation; (4) failed and refused to  
18 furnish and maintain complete and accurate payroll records for the Class Members; (5)  
19 committed unfair business practices in an effort to increase profits and to gain an unfair business  
20 advantage at the expense of the Class Members and the public. The foregoing acts and other acts  
21 by Defendants violated provisions of the California Labor Code, including sections 201, 202,  
22 203, 226, 226.3, 226.7, 510, 512, 551, 552, 558, and 1174, (collectively the “Employment  
23 Laws”), violated the applicable Wage Orders issued by the Industrial Welfare Commission of the  
24 State of California (“Regulations”), violated California’s Unfair Business Practices Act,  
25 California Business & Professions Code sections 17200, *et seq.*, and violated the Class Members’  
26 rights.

#### 27 CLASS ACTION ALLEGATIONS

28 4. The Class Members seek payment of overtime wages and other compensation

1 owed to them, plus all benefits required pursuant to the Employment Laws and Regulations based  
2 on the sums that were withheld from them, plus penalties, attorney's fees and costs, as provided  
3 by statute.

4 5. The Class Members are so numerous that joinder of each such individual would be  
5 impracticable, and the disposition of their claims in a class action, rather than in numerous  
6 individual actions, will benefit the parties, the Court and the interests of justice.

7 6. There is a well-defined community of interest in the questions of law and fact  
8 involved affecting all Class Members in that Defendants' treatment of all Class Members as  
9 exempt employees under the Employment Laws and Regulations affects all Class Members.  
10 Common questions of law and fact predominate over questions that affect only individual Class  
11 Members in that the Class Members' duties and activities were controlled and directed by  
12 Defendants.

13 7. Plaintiffs' claims are typical of those belonging to other Class Members in that  
14 Plaintiffs' employment duties and activities were typical of the employment duties and activities  
15 of other Class Members, and that Plaintiffs were treated by Defendants as exempt employees and  
16 denied the benefits and protections of the Employment Laws and Regulations in the same manner  
17 as the other Class Members.

18 8. Plaintiffs can adequately represent and protect the interests of all Class Members.  
19 Plaintiffs' counsel is competent and experienced in litigating class actions in California based on  
20 violations of the Employment Laws and Regulations.

21 9. Plaintiffs bring this action for unpaid wages, damages, waiting time penalties,  
22 restitution, and other relief against Defendant Marin General Hospital Corporation ("Marin  
23 General Hospital"), Sutter Health Corporation and Does 1-50 for, among other things, their  
24 unlawful acts and/or practices as alleged herein.

25 10. Plaintiffs seek unpaid wages and interest thereon, waiting time penalties, civil  
26 penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"), other injunctive and  
27 equitable relief, and reasonable attorneys' fees and costs, under Labor Code sections 201, 202,  
28 203, 204, 226, 510, 558 and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001

1 from Defendants.

2 11. This action is also brought under California Business and Professions Code  
3 section 17200 *et seq.* and seeks to hold Defendants MARIN GENERAL HOSPITAL and  
4 SUTTER HEALTH CORPORATION liable to Plaintiffs for unlawful business acts and practices  
5 such as their unlawful failure to pay earned wages owed to Plaintiffs, and to Defendant MARIN  
6 GENERAL HOSPITAL for the other labor law violations described herein . This is the express  
7 unlawful conduct for which Plaintiffs currently seek relief under Business and Professions Code  
8 section 17200 *et seq.* and civil penalties pursuant to PAGA. Discovery and investigation may  
9 reveal other unlawful acts and, therefore, Plaintiffs specifically reserve the right to amend to  
10 include such other unlawful acts once they have been given the opportunity to conduct discovery.

11 **JURISDICTION AND VENUE**

12 12. This Court has jurisdiction over this action under Article 6 of the California  
13 Constitution and Code of Civil Procedure section 410.10 because Defendants transacted business  
14 and committed the acts complained of herein in California.

15 13. This Court also has jurisdiction over Plaintiffs' claims for: (i) unpaid overtime  
16 wages under Labor Code sections 510 and 1194; (ii) Defendant MARIN GENERAL  
17 HOSPITAL's failure to pay all wages upon termination in violation of Labor Code sections 201  
18 through 203; (iii) Defendant MARIN GENERAL HOSPITAL's failure to furnish timely and  
19 accurate wage statements in violation of Labor Code sections 226; (iv) Defendants' violations of  
20 California's Unfair Competition Act ("UCL"), Business and Professions Code section 17200 *et*  
21 *seq.*; This Court also has jurisdiction over Plaintiffs' claims of restitution of unpaid wages and  
22 other ill-gotten benefits arising from Defendants unlawful business practices under California  
23 Business and Professions Code section 17200 *et seq.*

24 14. Venue is proper in this judicial district pursuant to Code of Civil Procedure  
25 section 395.5 because the acts, conduct, and events alleged herein occurred in Marin County.  
26 Defendant SUTTER HEALTH CORPORATION and Defendant MARIN GENERAL  
27 HOSPITAL maintain headquarters or other offices, transacts business, and/or has an agent in  
28 Marin County, and are otherwise within this Court's jurisdiction for purposes of service of

1 process. The unlawful acts alleged herein have a direct effect on Plaintiffs within the State of  
2 California and within Marin County.

3 **PARTIES**

4 15. Plaintiff MARY KNAPP-SAMET was employed by Defendants as a Nurse Case  
5 Manager at all times relevant to the claims made herein.

6 16. Plaintiff JANE ANN MIDDLETON was employed by Defendants as a Nurse  
7 Case Manager at all times relevant to the claims made herein.

8 17. Plaintiff KATHRYN BALLINGER was employed by Defendant MARIN  
9 GENERAL HOSPITAL as a Nurse Case Manager at all times relevant to the claims made herein.

10 18. Plaintiff NORA BURNS was employed by Defendants as a Nurse Case Manager  
11 at all times relevant to the claims made herein.

12 19. Plaintiff BARBARA RUSSELL was employed by Defendant MARIN GENERAL  
13 HOSPITAL as a Nurse Case Manager at all times relevant to the claims made herein.

14 20. Plaintiff WINNIE HUANG was employed by Defendant MARIN GENERAL  
15 HOSPITAL as a Nurse Case Manager at all times relevant to the claims made herein.

16 21. Plaintiff HEATHER GOSLINER was employed by Defendant MARIN  
17 GENERAL HOSPITAL as a Nurse Case Manager at all times relevant to the claims made herein.

18 22. Defendant MARIN GENERAL HOSPITAL CORPORATION (“Defendant  
19 MARIN GENERAL HOSPITAL”) is a California corporation licensed to do, and is doing,  
20 business in the State of California and maintained and maintains its offices at 250 Bon Air Road,  
21 Greenbrae, California.

22 23. Defendant SUTTER HEALTH CORPORATION is a California corporation  
23 licensed to do, and is doing, business in the State of California and maintained and maintains its  
24 offices at 2200 River Plaza Drive, Sacramento, California.

25 24. Plaintiffs are informed, believe, and thereon allege that Defendants Does 1  
26 through 50 are corporations, or are other business entities or organizations of a nature unknown  
27 to Plaintiffs.

28 25. Plaintiffs are unaware of the true names of Defendants Does 1 through Plaintiffs

1 sue these Defendants by said fictitious names, and will amend this complaint when the true  
2 names and capacities are ascertained, when such facts pertaining to liability are ascertained, or as  
3 permitted by law or by the Court. Plaintiffs are informed and believe that each of the fictitiously  
4 named Defendants are in some manner responsible for the events and allegations set forth in this  
5 complaint.

6 26. Plaintiffs are informed, believe, and thereon allege that at all relevant times, each  
7 Defendant was an employer, was the principal, agent, partner, joint-venturer, officer, director,  
8 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
9 predecessor in interest of some or all of the other Defendants, and was engaged with some or all  
10 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some  
11 or all of the other Defendants so as to be liable for their conduct with respect to the matters  
12 alleged in this complaint.

13 27. Plaintiffs are informed, believe, and thereon allege that each Defendant acted  
14 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,  
15 each Defendant knew or should have known about, authorized, ratified, adopted, approved,  
16 controlled, and/or aided and abetted the conduct of all other Defendants. As used in this  
17 complaint, "Defendant" means "Defendants and each of them," and refers to the Defendants  
18 named in the particular cause of action in which the word appears.

19 28. At all times mentioned herein, each Defendant was the co-conspirator, agent,  
20 servant, employee, and/or joint-venturer of each of the other Defendants and was acting within  
21 the course and scope of said conspiracy, agency, employment, and/or joint venture and with the  
22 permission and consent of each of the other Defendants.

23 29. Plaintiffs make the allegations in this complaint without any admission that, as to  
24 any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading, and  
25 Plaintiffs reserve all of Plaintiffs' rights to plead in the alternative.

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

27 30. Defendant MARIN GENERAL HOSPITAL operates the only full-service, acute  
28 care hospital in Marin County, California, Marin General Hospital, and has done so since at least

1 July 20, 2010. Since that time, Defendant MARIN GENERAL HOSPITAL employed Plaintiffs  
2 in and around the County of Marin.

3 31. Defendant SUTTER HEALTH CORPORATION operated Marin General  
4 Hospital, and did so until July 20, 2010. Before that time, Defendant SUTTER HEALTH  
5 CORPORATION employed certain of the Plaintiffs in and around the County of Marin.

6 32. At all times relevant during the period in which they operated Marin General  
7 Hospital, Defendant MARIN GENERAL HOSPITAL or SUTTER HEALTH CORPORATION  
8 improperly classified Plaintiffs and the other Nurse Case Managers as exempt employees, not  
9 entitled to overtime pay. In fact, Plaintiffs' work as Nurse Case Managers did not meet any  
10 applicable recognized exemption to payment of overtime.

11 33. At all times relevant during the period in which they operated Marin General  
12 Hospital, Defendant MARIN GENERAL HOSPITAL or SUTTER HEALTH CORPORATION  
13 failed to timely pay Plaintiffs and other similarly situated Nurse Case Managers all wages due  
14 and owing to them at regular pay periods in accordance with statutory requirements.

15 34. For all of the foregoing reasons, during the period in which they operated Marin  
16 General Hospital, Defendant MARIN GENERAL HOSPITAL or SUTTER HEALTH  
17 CORPORATION is liable for failing to pay overtime wages, failing to pay all wages owed on  
18 each pay period, failure to provide timely and accurate wage statements, failure to pay all wages  
19 owed upon termination, and unfair competition.

20 35. Plaintiffs seek: (i) unpaid overtime wages for all hours worked in excess of eight  
21 hours a day or forty hours a week; (ii) civil penalties under Labor Code section 226(e); (iii)  
22 continuation wages under Labor Code section 203; (iv) restitution under Business and  
23 Professions Code section 17203 of all monies owed, but unlawfully withheld; (v) injunctive relief  
24 under Business and Professions Code section 17203; and (vi) civil penalties pursuant to PAGA.

25 **PRIVATE ATTORNEY GENERAL ALLEGATIONS**

26 36. Plaintiffs are aggrieved employees as defined in Labor Code section 2699 (a).  
27 They bring this cause of behalf of themselves and other current or former employees affected by  
28 the labor law violations alleged in this complaint.

1           37. Defendant MARIN GENERAL HOSPITAL, at all relevant times to this  
2 complaint, was an employer or person acting on behalf of an employer who violated Plaintiffs'  
3 and other aggrieved employees' rights by violating California Labor laws regulating payment of  
4 wages and/or the hours and days of work, and are subject to civil penalties provided for in Labor  
5 Code section 558.

6           38. Defendant MARIN GENERAL HOSPITAL committed the following violations of  
7 the California labor Code against Plaintiffs, and, on that information and belief, against other  
8 current or former employees while they were employed by Defendant MARIN GENERAL  
9 HOSPITAL:

10           39. (a) Defendant MARIN GENERAL HOSPITAL violated Labor Code sections  
11 201 and 202 by failing to pay Plaintiffs, and, on information and belief, other current or former  
12 employees of Defendant MARIN GENERAL HOSPITAL all wages due on the date of the  
13 employee's involuntary termination or within 72 hours of receipt of notice of employee's  
14 voluntary termination.

15           40. (b) Defendant MARIN GENERAL HOSPITAL violated Labor Code section  
16 226 by failing to provide accurate itemized wage statements to Plaintiffs and, on information and  
17 belief, other current and former employees of Defendant MARIN GENERAL HOSPITAL.

18           41. (c) Defendant MARIN GENERAL HOSPITAL violated Labor Code sections  
19 510, 558, 1182.12, 1197 and provisions of Industrial Welfare Commission Wage Orders by  
20 failing to pay Plaintiffs all overtime wages due for all hours worked.

21           42. (d) Defendant MARIN GENERAL HOSPITAL violated Labor Code section  
22 1174 by failing to maintain payroll records showing the daily hours worked by Plaintiffs and, on  
23 information and belief, other current and former employees of Defendant MARIN GENERAL  
24 HOSPITAL.

25           43. On October 10, 2013 Plaintiffs sent notice to Defendant MARIN GENERAL  
26 HOSPITAL and the Labor and Workforce Development Agency (LWDA), by certified mail,  
27 notifying them of the specific violations and the facts and theories supporting those violations.  
28 On January 15, 2014, LWDA responded that it did not intend to investigate the matter.





1           48. Pursuant to California Labor Code sections 510 and 1194, and pursuant to IWC  
2 Wage Order No. 5, 8 California Code of Regulations section 11050, ("Wage Order No. 5"), it is  
3 unlawful for an employer to fail to pay non-exempt employees such as Plaintiffs at one and one-  
4 half (1.5) times the regular rate for all hours worked over eight (8) in a day and/or over forty (40)  
5 in a week. It is also unlawful for an employer to fail to pay such employees at two (2) times the  
6 regular rate for all hours worked in excess of twelve (12) hours in one day. In addition, any work  
7 in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of  
8 no less than twice the regular rate of pay of such an employee. The Code and Wage Orders also  
9 provide that the employee's regular rate of compensation equals one fortieth (1/40) of the  
10 employee's weekly salary.

11           49. At all times relevant during the liability period, Defendants maintained and  
12 enforced policies and practices of refusing to pay Plaintiffs properly for all hours worked. In  
13 particular, Defendants required or suffered and permitted each of their employee Nurse Case  
14 Managers to work shifts lasting over: (i) eight (8) hours in duration; and (ii) twelve (12) hours in  
15 duration, for which they were not properly paid overtime wages. In addition, Defendants  
16 required or suffered and permitted each of their employee Nurse Case Managers to work shifts  
17 lasting over eight (8) hours in duration seven (7) consecutive days of a workweek.

18           50. Plaintiffs are informed and believe, and thereon allege, that the work days in  
19 which Plaintiffs were not properly paid for all hours worked, were most often work days of more  
20 than eight (8) hours in a day, sometimes over twelve (12) hours in a day, and the work-weeks in  
21 which the employees were not paid for all hours worked, were most often work weeks of greater  
22 than forty (40) hours in a week. In addition, Plaintiffs were sometimes required or suffered and  
23 permitted to work seven (7) or more consecutive days in a workweek and were not properly paid  
24 for all hours worked.

25           51. Defendants failed to pay Plaintiffs one and one-half (1.5) times their regular rate  
26 of pay for all hours of work greater than eight (8) in a day or forty (40) in a week by failing to  
27 properly pay for all time worked by Plaintiffs.

28           52. Defendants failed to pay Plaintiffs two (2.0) times their regular rate of pay for all

1 hours of work greater than twelve (12) in a day by failing to properly pay for all time worked by  
2 Plaintiffs.

3 53. Defendants failed to pay Plaintiffs two (2.0) times their regular rate of pay for all  
4 hours of work greater than eight (8) on the seventh day of a workweek by failing to properly pay  
5 for all time worked by Plaintiffs.

6 54. For all work time over eight (8) hours in a day and over forty (40) in a week, that  
7 Plaintiffs were not properly paid at the appropriate rate, Plaintiffs are entitled to overtime pay at  
8 one and one-half (1.5) times their true regular rate, plus interest thereon, and pursuant to Labor  
9 Code section 1194, attorneys' fees and costs according to proof.

10 55. For all work time over twelve (12) hours in a day that Plaintiffs were not properly  
11 paid at the appropriate rate, Plaintiffs are entitled to overtime pay at two (2.0) times their true  
12 regular rate, plus interest thereon, and pursuant to Labor Code section 1194, attorneys' fees and  
13 costs according to proof.

14 56. For all work time in excess of eight (8) hours on the seventh day in any  
15 workweek, that Plaintiffs were not properly paid at the appropriate rate, Plaintiffs are entitled to  
16 overtime pay at two (2.0) times their true regular rate, plus interest thereon, and pursuant to  
17 Labor Code section 1194, attorneys' fees and costs according to proof.

18 57. WHEREFORE, Plaintiffs are entitled to their unpaid overtime wages, interest,  
19 attorneys' fees, and costs pursuant to Labor Code section 1194, subdivision (a).

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES UPON TERMINATION**  
22 **(Violation of California Labor Code §§ 201,202, and 203)**  
23 **(Against Defendant MARIN GENERAL HOSPITAL)**

24 58. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

25 59. Defendant MARIN GENERAL HOSPITAL committed the following violations of  
26 the California Labor Code against Plaintiffs, and, on information and belief, against other current  
27 or former Nurse Case Manager employees while they were employed by Defendant.

28 60. At all times relevant during the liability period, Plaintiffs were employees of

1 Defendants covered by Labor Code section 201 or section 202.

2 61. Pursuant to Labor Code section 201 or section 202, Plaintiffs were entitled, upon  
3 termination of their employment, to timely payment of all wages earned and unpaid prior to  
4 termination. Discharged employees were entitled to payment of all wages earned and unpaid  
5 prior to discharge immediately upon termination. Employees who resigned were entitled to  
6 payment of all wages earned and unpaid prior to resignation within seventy-two (72) hours after  
7 giving notice of resignation or, if they gave seventy-two (72) hours previous notice, they were  
8 entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

9 62. At all times relevant during the liability period, Defendant MARIN GENERAL  
10 HOSPITAL failed to pay Plaintiffs all wages earned and unpaid prior to termination in  
11 accordance with Labor Code section 201 or section 202.

12 63. Defendant MARIN GENERAL HOSPITAL's failure to pay Plaintiffs all wages  
13 earned prior to termination in accordance with Labor Code section 201 or section 202 was  
14 willful. Defendant MARIN GENERAL HOSPITAL had the ability to pay all wages earned by  
15 employees prior to termination in accordance with Labor Code section 201 or section 202, but  
16 intentionally adopted policies and/or practices incompatible with the requirements of Labor Code  
17 section 201 or section 202.

18 64. When Defendant MARIN GENERAL HOSPITAL failed to pay upon termination  
19 all wages earned prior to termination, Defendant MARIN GENERAL HOSPITAL knew what it  
20 was doing and intended to do what it did.

21 65. Pursuant to Labor Code section 201 or section 202, Plaintiffs are entitled to all  
22 wages earned prior to termination that Defendant MARIN GENERAL HOSPITAL did not pay  
23 them.

24 66. Pursuant to Labor Code section 203, Plaintiffs are entitled to continuation of their  
25 wages, from the day their earned and unpaid wages were due upon termination until paid, up to a  
26 maximum of thirty (30) days.

27 67. As a result of Defendant MARIN GENERAL HOSPITAL's conduct, Plaintiffs  
28 have suffered damages in an amount, subject to proof, to the extent they were not paid for all

1 wages earned prior to termination.

2 68. As a result of Defendant MARIN GENERAL HOSPITAL's conduct, Plaintiffs  
3 have suffered damages in an amount, subject to proof, to the extent they were not paid all  
4 continuation wages owed under Labor Code section 203.

5 69. WHEREFORE, Plaintiffs are entitled to recover the full amount of their unpaid  
6 wages, continuation wages under section 203, interest thereon, reasonable attorneys' fees, and  
7 costs of suit.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO FURNISH AND MAINTAIN TIMELY**  
10 **AND ACCURATE WAGE STATEMENTS**  
11 **(Violation of California Labor Code § 226)**  
12 **(Against Defendant MARIN GENERAL HOSPITAL)**

13 70. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

14 71. Defendant MARIN GENERAL HOSPITAL committed the following violations of  
15 the California Labor Code against Plaintiffs, and, on information and belief, against other current  
16 or former Nurse Case Manager employees while they were employed by Defendant.

17 72. California Labor Code section 226 (a) requires employers to furnish each  
18 employee with a statement itemizing the gross wages earned by the employee, either semi-  
19 monthly or at the time each payment of wages is made. Labor Code section 226 (e) provides that  
20 if an employer knowingly and intentionally fails to provide a statement properly itemizing the  
21 total gross wages earned by the employee, then the employee is entitled to recover the greater of  
22 all actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100)  
23 for each subsequent violation, up to four thousand dollars (\$4000).

24 73. Plaintiffs are informed and believe that at all times relevant, Defendant MARIN  
25 GENERAL HOSPITAL knowingly and intentionally failed to furnish Plaintiffs with timely and  
26 accurate itemized statements showing the total hours worked by each of them, as required by  
27 Labor Code section 226 (a).

28 74. WHEREFORE, Defendants are liable to Plaintiffs for the amounts provided by  
Labor Code section 226 (e).

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**FOURTH CAUSE OF ACTION**

**VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT  
(Violation of California's Unfair Competition Law, Bus. & Prof. Code § 17200 *et seq.*)  
(Against All Defendants)**

75. Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

76. Defendants committed the following violations of the California Labor Code against Plaintiffs, and, on information and belief, against other current or former Nurse Case Manager employees while they were employed by Defendants.

77. The unlawful acts and practices of Defendants alleged above constitute unlawful business acts and/or practices within the meaning of California Business and Professions Code sections 17200 *et seq.* Defendants' unlawful business acts and/or practices as alleged herein have violated numerous laws, including state statutory and/or common law, and said predicate acts are therefore per se violations of section 17200 *et seq.* The predicate unlawful business act is Defendants' unlawful failure to pay overtime wages owed to Plaintiffs, as alleged above.

78. This identifies the express unlawful conduct for which Plaintiffs currently seek relief under Business and Professions Code section 17200 *et seq.* Discovery and investigation may reveal other unlawful acts and, therefore, Plaintiffs specifically reserve the right to amend to include such other unlawful acts once they have been given the opportunity to conduct discovery.

79. As a direct and proximate result of the unlawful conduct, alleged above, Defendants violated the California Labor Code and the applicable Wage Orders of the California Industrial Welfare Commission.

80. As a direct and proximate result of Defendants' violations of the Unfair Competition Law, Plaintiffs suffered injuries in fact and lost money and property, within the meaning of the Unfair Competition Law.

81. As a direct and proximate result of the aforementioned acts, Defendants received and continue to hold monies in which Plaintiffs have a possessory interest.

82. Pursuant to Business and Professions Code section 17200 *et seq.*, Plaintiffs are entitled to restitution for at least the unpaid overtime wages, as alleged above.

83. WHEREFORE, Plaintiffs are entitled to equitable relief, including restitution,

1 attorneys' fees, and costs.

2 **PRAYER**

3 WHEREFORE, Plaintiffs, on behalf of themselves, the proposed class, and/or others  
4 similarly situated, pray for judgment and the following specific relief against Defendants as  
5 follows:

6 **FIRST CAUSE OF ACTION**

7 **UNLAWFUL FAILURE TO PAY OVERTIME WAGES**  
8 **(Against All Defendants)**

- 9 A. For all unpaid overtime wages due;  
10 B. For prejudgment interest at the maximum legal rate;  
11 C. For reasonable attorneys' fees;  
12 D. For costs of suit; and  
13 E. For such other and further relief as the Court may deem just and proper.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES UPON TERMINATION**  
16 **(Against Defendant MARIN GENERAL HOSPITAL)**

- 17 A. For damages, including the full amount of unpaid wages and continuation wages  
18 allowable under Labor Code section 203;  
19 B. For prejudgment interest at the maximum legal rate;  
20 C. For reasonable attorneys' fees;  
21 D. For costs of suit; and  
22 E. For such other and further relief as the Court may deem just and proper.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO FURNISH AND MAINTAIN TIMELY**  
25 **AND ACCURATE WAGE STATEMENTS**  
26 **(Against Defendant MARIN GENERAL HOSPITAL)**

- 27 A. For statutory penalties under Labor Code section 226(e);  
28 B. For prejudgment interest at the maximum legal rate;

- 1 C. For reasonable attorneys' fees;
- 2 D. For costs of suit; and
- 3 E. For such other and further relief as the Court may deem just and proper.

4 **FOURTH CAUSE OF ACTION**

5 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT**  
6 **(Against All Defendants)**

- 7 A. For an order awarding restitution of the unpaid regular, overtime, and premium wages  
8 due;
- 9 B. For declaratory and injunctive relief;
- 10 C. For prejudgment interest at the maximum legal rate;
- 11 D. For reasonable attorneys' fees;
- 12 E. For costs of suit; and
- 13 F. For such other and further relief as the Court may deem just and proper.

14 **FOR PENALTIES PURSUANT TO THE LABOR**  
15 **CODE PRIVATE ATTORNEY GENERALS ACT**

16 **Against Defendant MARIN GENERAL HOSPITAL)**

- 17 A. For Labor Code violations described above which provide for a specific statutory  
18 penalty, an award of those penalties for plaintiff and other aggrieved Nurse Case  
19 Manager employees of Defendant MARIN GENERAL HOSPITAL.
- 20 B. For Labor Code violations described above which do not already provide for a  
21 specific civil penalty, a penalty equal to \$100 per employee per pay period for the  
22 initial violation and \$200 for each employee per pay period for each subsequent  
23 violation.

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury.

Dated: March 14, 2014

JARET & JARET  
LAW OFFICES OF ARTHUR R. SIEGEL

by

  
\_\_\_\_\_  
PHILLIP JARET  
ROBERT S. JARET

ARTHUR R. SIEGEL  
Attorneys for Plaintiffs

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