

Exhibit A

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LASSEN

12 VINCENT KELLY, on behalf of himself and
13 all others similarly situated, and the general
public,

14 *Plaintiff,*

15 v.

16 BANNER HEALTH, an Arizona corporation;
17 BH CORPORATE OFFICE, a business entity
of unknown form; and DOES 1 through 50,
18 inclusive,

19 *Defendants.*

Case No.: 2024 CV 0076552

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Pay Proper Sick Pay (Lab. Code § 246);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Failure to Indemnify (Lab. Code § 2802);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff VINCENT KELLY("Plaintiff"), on behalf of himself, all others similarly situated,
2 and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants BANNER HEALTH, an Arizona
5 corporation; BH CORPORATE OFFICE, a business entity of unknown form; and DOES 1 through
6 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the California Labor
7 Code and California Business and Professions Code. As set forth below, Plaintiff alleges that
8 Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
10 b. failed to pay them double time wages at the correct rate;
11 c. failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
13 d. failed to provide them with meal periods;
14 e. failed to provide them with rest periods;
15 f. failed to pay them premium wages for missed meal and rest periods;
16 g. failed to pay them proper sick time pay;
17 h. failed to provide them with accurate written wage statements;
18 i. failed to reimburse them with necessary business expenditures;
19 j. failed to pay them all their final wages following separation of employment.

20 Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover
21 unpaid wages, liquidated damages, penalties, restitution, and related relief on behalf of himself, all
22 others similarly situated, and the general public.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the monetary
25 damages and restitution sought by Plaintiff from Defendants' conduct exceeds the minimal
26 jurisdiction of the Superior Court of the State of California.

27 3. Venue is proper in the County of Lassen pursuant to Code of Civil Procedure sections
28 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are

1 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
2 offices, transacts business and/or has an agent therein.

3 4. Venue is proper in Lassen County because Defendants' have at all times alleged
4 herein, conducted business in Lassen County, and throughout California. As such, venue is proper
5 in any county in California.

6 **PARTIES**

7 5. Plaintiff VINCENT KELLY is, and at all relevant times mentioned herein, an
8 individual residing in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges that Defendant BANNER
10 HEALTH, is, and at all relevant times mentioned herein, an Arizona corporation doing business in
11 the State of California.

12 7. Plaintiff is informed and believes, and thereupon alleges that Defendant BH
13 CORPORATE OFFICE, is, and at all relevant times mentioned herein, a corporation of unknown
14 form, doing business in the State of California.

15 8.

16 9. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
17 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
18 will amend this Complaint to allege the true names and capacities of the DOE defendants when
19 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
20 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
21 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
22 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
23 defendants when ascertained.

24 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
25 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
26 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
27 or all of the other defendants, and in doing the things alleged herein, were acting within the course
28 and scope of such relationship and with the full knowledge, consent, and ratification by such other

1 defendants.

2 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
3 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
4 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
5 and omissions alleged herein.

6 12. This action has been brought and may be maintained as a class action pursuant to Code
7 of Civil Procedure section 382 because there is a well-defined community of interest among the
8 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
9 unaware of any difficulties likely to be encountered in managing this case as a class action.

10 13. **Relevant Time Period:** The relevant time period is defined as the time period
11 beginning four years prior to the filing of this action until judgment is entered.

- 12 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
13 separately, and/or any staffing agencies and/or any other third parties in hourly or
14 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 15 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
16 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 17 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
18 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 19 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
20 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
21 entered.
- 22 e. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
23 time from four years prior to the filing of this action and ending on the date that
final judgment is entered in this action, worked for more than 30 days for
24 Defendants, and were not paid for at least one hour of sick time for every 30 hours
of work thereafter, or at least 3 days of sick time for every 12-month period of
employment.
- 25 f. **Wage Statement Class:** All persons employed by Defendants in California during
26 the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 27 g. **Expense Reimbursement Class:** All persons employed by Defendants in
28 California who incurred business expenses during the **Relevant Time Period**.

1 h. **UCL Class:** All Hourly Employee Class and Expense Reimbursement Class
2 members employed by Defendants in California during the four years prior to the
3 filing of this action and ending on the date that final judgment is entered in this
4 action.

5 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
6 to amend or modify the class definitions with greater specificity, by further division into sub-classes
7 and/or by limitation to particular issues.

8 15. **Numerosity:** The class members are so numerous that the individual joinder of each
9 individual class member is impractical. While Plaintiff does not currently know the exact number of
10 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
11 exceeds the minimum required for numerosity under California law.

12 16. **Commonality and Predominance:** Common questions of law and fact exist as to all
13 class members and predominate over any questions which affect only individual class members.
14 These common questions include, but are not limited to:

- 15 a. Whether Defendants maintained a policy or practice of failing to provide
16 employees with their rest periods;
- 17 b. Whether Defendants maintained a policy or practice of failing to provide
18 employees with their meal periods;
- 19 c. Whether Defendants failed to pay premium wages to class members when they
20 have not been provided with meal and rest periods at the appropriate rates of pay;
- 21 d. Whether Defendants failed to pay minimum and/or overtime wages to class
22 members for all time worked;
- 23 e. Whether Defendants failed to pay proper sick time pay;
- 24 f. Whether Defendants failed to provide class members with accurate written wage
25 statements as a result of providing them with written wage statements with
26 inaccurate entries for, among other things, amounts of gross and net wages, and
27 total hours worked;
- 28 g. Whether Defendants applied policies or practices that result in late and/or
incomplete final wage payments;

- 1 h. Whether Defendants failed to reimburse class members for all necessary business
2 expenses incurred during the discharge of their duties;
- 3 i. Whether Defendants are liable to class members for waiting time penalties under
4 Labor Code section 203; and
- 5 j. Whether class members are entitled to restitution of money or property that
6 Defendants may have acquired from them through unfair competition;

7 17. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
8 is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing
9 to comply with the California Labor Code and Business and Professions Code as alleged in this
10 Complaint.

11 18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and
12 has no interests that are adverse to, or otherwise conflict with, the interests of absent class members
13 and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and
14 adequately represent and protect the interests of the other class members.

15 19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
16 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
17 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
18 of Plaintiff and absent class members.

19 20. **Superiority:** A class action is vastly superior to other available means for fair and
20 efficient adjudication of the class members' claims and would be beneficial to the parties and the
21 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
22 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
23 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
24 due to many individual class members are likely to be relatively small and would thus make it
25 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
26 class action will serve an important public interest by permitting class members to effectively pursue
27 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
28 or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS

1
2 21. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
3 statutory periods.

4 22. Defendants had a common policy and practice of systemically failing to pay Plaintiff
5 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.
6 Plaintiff and Class Members were consistently required to perform work, off-the-clock, for which
7 they were not paid wages. Specifically, Plaintiff and Class Members were systemically required to
8 perform work during unpaid meal periods, when such meal periods were provided, including having
9 to carry and monitor their company-issued radios. Additionally, Plaintiff and Class Members were
10 required to make and respond to work-related calls off-the-clock, including scheduling calls, for
11 which no wages were paid.

12 23. This uncompensated time caused Plaintiff and Class Members to work in excess of
13 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
14 and Class Members to minimum and overtime wages, which they were systemically denied.

15 24. Defendants also failed to Plaintiff and Class Members overtime wages at the proper
16 and applicable regular rates of pay. Specifically, Plaintiff and Class Members earned supplemental
17 incentive pay and various shift differential pay, in addition to their hourly pay. However, these
18 supplemental earnings were not accounted for when determining Plaintiff and Class Members'
19 regular rates of pay, and respective and proper overtime rates of pay.

20 25. Defendants had a common policy and practice of systemically denying Plaintiff and
21 Class Members the opportunity to take meal periods in compliance with the California Law.
22 Specifically, Plaintiff and Class Members were regularly denied meal periods altogether.
23 Additionally, Plaintiff and Class Members were denied the opportunity to take their meal periods
24 prior to the completion of their fifth hour of work, and second meal periods prior to the completion
25 of their tenth hour of work. Finally, Plaintiff and Class Members were denied the opportunity to take
26 uninterrupted meal periods of at least 30 minutes. Plaintiff and Class Members were regularly
27 required to perform work-related activities during meal periods, including having to carry and monitor
28 their company-issued radios during meal periods and rest breaks.

1 26. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
2 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
3 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
4 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
5 Defendants' practice of requiring putative class members to continue working through their meal and
6 rest periods due to the excessive workload.

7 27. Defendants had a common policy and practice of systemically denying Plaintiff and
8 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
9 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
10 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
11 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
12 no formal compliant written rest period policy that encouraged employees to take their rest periods,
13 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
14 and practice of requiring putative class members to continue working through their rest breaks due to
15 the excessive workload, including having to carry and monitor their company-issued radios during
16 meal periods and rest breaks.

17 28. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
18 wages at their appropriate regular rates of pay for each meal and rest period denied.

19 29. Plaintiff and Class Members were not provided with accurate wage statements as
20 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
21 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
22 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
23 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
24 or other indelible form."

25 30. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
26 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

27 31. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
28 by the employee" were not accurately reflected in that: all hours worked, including overtime, were

1 not included.

2 32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
3 were not accurately reflected in that: all hours worked, including overtime, were not included.

4 33. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
5 issues to Plaintiff and Class Members failed to state “the name and address of the legal entity that is
6 the employer.”

7 34. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
10 overtime, were not included.

11 35. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
12 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
13 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
14 of Labor Code § 226.

15 36. Plaintiff and Class Members were not reimbursed for business expenses incurred in
16 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class Members were
17 required to use their personal cellular phones for work purposes. Additionally, Plaintiff and Class
18 Members were required to purchase their own tools, including utility belts and key holders, all
19 necessary to perform their duties under Defendants’ employ. Plaintiff and Class members were not
20 reimbursed for these necessary work-related expenses.

21 37. Finally, Defendants had a common policy and practice of systemically failing to pay
22 Plaintiff and Class Members the requisite sick time pay in accordance with California Law.
23 Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not
24 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every
25 12 month period of work. Additionally, Plaintiff and Class Members earned supplemental incentive
26 pay and various shift differential pay, in addition to their hourly pay. However, these supplemental
27 earnings were not accounted for when determining Plaintiff and Class Members’ regular rates of pay,
28 and respective and proper sick rates of pay.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, 1174, and 1198)

(Plaintiff and Meal Period Sub-Class)

1
2
3
4
5 38. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
6 fully alleged herein.

7 39. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
8 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
9 Code and the applicable Industrial Welfare Commission Wage Order.

10 40. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
11 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
12 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
13 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
14 minutes for each work period of ten hours.

15 41. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
16 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
17 during required meal periods and require employers to pay non-exempt employees an hour of
18 premium wages on each workday that the employee is not provided with the required meal period.

19 42. Compensation for missed meal periods constitutes wages within the meaning of Labor
20 Code section 200.

21 43. Labor Code section 1198 makes it unlawful to employ a person under conditions that
22 violate the applicable Wage Order.

23 44. Section 11 of the applicable Wage Order states:

24 No employer shall employ any person for a work period of more than
25 five (5) hours without a meal period of not less than 30 minutes, except
26 that when a work period of not more than six (6) hours will complete
27 the day’s work the meal period may be waived by mutual consent of
28 the employer and employee. Unless the employee is relieved of all duty
during a 30 minute meal period, the meal period shall be considered an
‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written

1 agreement between the parties an on-the-job paid meal period is agreed
2 to. The written agreement shall state that the employee may, in writing,
revoke the agreement at any time.

3 45. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
4 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
5 members were not subject to valid on-duty meal period agreements with Defendants.

6 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
7 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
8 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
9 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
10 Specifically, Plaintiff and **Meal Period Sub-Class** members were regularly denied meal periods
11 altogether. Additionally, Plaintiff and **Meal Period Sub-Class** members were denied the opportunity
12 to take their meal periods prior to the completion of their fifth hour of work, and second meal periods
13 prior to the completion of their tenth hour of work. Finally, Plaintiff and **Meal Period Sub-Class**
14 members were denied the opportunity to take uninterrupted meal periods of at least 30 minutes.
15 Plaintiff and **Meal Period Sub-Class** members were regularly required to perform work-related
16 activated during meal periods, including having to carry and monitor their company-issued radios
17 during meal periods and rest breaks.

18 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
20 **Class** members when they worked five (5) hours without clocking out for any meal period.

21 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,
22 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
23 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
24 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

25 49. Moreover, Defendants written policies fail to inform Meal period Class Members of
26 their meal period rights under the Labor Code and applicable Wage Orders.

27 50. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
28 **Class** members additional premium wages, and/or were not paid premium wages at the employees'

1 regular rates of pay when required meal periods were not provided.

2 51. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
3 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
4 thereon, and costs of suit.

5 52. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
6 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
7 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST PERIODS**

10 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

11 **(Plaintiff and Rest Period Sub-Class)**

12 53. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 54. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
15 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
16 Code and the applicable Wage Order.

17 55. Section 12 of the applicable Wage Order imposes an affirmative obligation on
18 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
19 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
20 be in the middle of each work period insofar as practicable.

21 56. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
22 employers from requiring employees to work during required rest periods and require employers to
23 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
24 workday that the employee is not provided with the required rest period(s).

25 57. Compensation for missed rest periods constitutes wages within the meaning of Labor
26 Code section 200.

27 58. Labor Code section 1198 makes it unlawful to employ a person under conditions that
28 violate the Wage Order.

1 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
2 applicable Wage Order.

3 66. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
4 which an employee is subject to the control of the employer, and includes all the time the employee
5 is suffered or permitted to work, whether or not required to do so.”

6 67. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
7 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
8 that an employer has actual or constructive knowledge that employees are working.

9 68. Labor Code section 1194 invalidates any agreement between an employer and an
10 employee to work for less than the minimum or overtime wage required under the applicable Wage
11 Order.

12 69. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
13 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
14 to the underlying unpaid minimum wages and interest thereon.

15 70. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
16 than the minimum wage required under the applicable Wage Order for all hours worked during a
17 payroll period.

18 71. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
19 person acting either individually or as an officer, agent or employee of another person, to pay an
20 employee, or cause an employee to be paid, less than the applicable minimum wage.

21 72. Labor Code section 1198 makes it unlawful for employers to employ employees under
22 conditions that violate the applicable Wage Order.

23 73. Labor Code section 204 requires employers to pay non-exempt employees their earned
24 wages for the normal work period at least twice during each calendar month on days the employer
25 designates in advance and to pay non-exempt employees their earned wages for labor performed in
26 excess of the normal work period by no later than the next regular payday.

27 74. Labor Code section 223 makes it unlawful for employers to pay their employees lower
28 wages than required by contract or statute while purporting to pay them legal wages.

1 75. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
2 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
3 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
4 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
5 worked on the seventh consecutive day of one workweek.

6 76. Labor Code section 510 and Section 3 of the applicable Wage Order also require
7 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
8 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
9 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

10 77. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
11 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
12 working conditions and compensation arrangements.

13 78. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
14 **Employee Class** members for all time worked, including but not limited to, overtime hours at
15 statutory and/or agreed rates.

16 79. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
17 overtime for all hours worked, at the proper rates of pay. Plaintiff and **Hourly Employee Class**
18 members were consistently required to perform work, off-the-clock, for which they were not paid
19 wages. Specifically, Plaintiff and **Hourly Employee Class** members were systemically required to
20 perform work during unpaid meal periods, when such meal periods were provided, including having
21 to carry and monitor their company-issued radios. Additionally, Plaintiff and **Hourly Employee**
22 **Class** members were required to make and respond to work-related calls off-the-clock, including
23 scheduling calls, for which no wages were paid.

24 80. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
25 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
26 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
27 they were systemically denied.

28 81. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime

1 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly Employee**
2 **Class** members earned supplemental incentive pay and various shift differential pay, in addition to
3 their hourly pay. However, these supplemental earnings were not accounted for when determining
4 Plaintiff and **Hourly Employee Class** members' regular rates of pay, and respective and proper
5 overtime rates of pay.

6 82. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
7 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
8 full amount of wages earned during each pay period during the applicable limitations period,
9 including overtime wages.

10 83. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
11 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
12 overtime wages, interest thereon and costs of suit.

13 84. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
14 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
15 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PAY PROPER SICK PAY**

18 **(Lab. Code § 246)**

19 **(Plaintiff and Sick Pay Class)**

20 85. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 86. Labor Code Section 246 affords an employee "who works in California for 30 or
23 more days within a year from the commencement of employment [] paid sick days . . . of not less
24 than one hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or paid
25 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
26 period."

27 87. Additionally, Subsection (l) of Section 246 provides:

28 For the purposes of this section, an employer shall calculate paid sick leave

1 using any of the following calculations:

2 (1) Paid sick time for nonexempt employees shall be calculated in the same
3 manner as the regular rate of pay for the workweek in which the employee
4 uses paid sick time, whether or not the employee actually works overtime
in that workweek.

5 88. Defendants had a common policy and practice of systemically failing to pay Plaintiff
6 and **Sick Pay Class** members the requisite sick time pay in accordance with California Law.
7 Specifically, Plaintiff and **Sick Pay Class** members worked for Defendants for more than 30 days,
8 but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick
9 time for every 12 month period of work. Additionally, Plaintiff and **Sick Pay Class** members earned
10 supplemental incentive pay and various shift differential pay, in addition to their hourly pay.
11 However, these supplemental earnings were not accounted for when determining Plaintiff and **Sick**
12 **Pay Class** members' regular rates of pay, and respective and proper sick rates of pay.

13 89. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages
14 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and
15 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties
16 pursuant to Labor Code § 558(a).

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

19 **(Lab. Code § 226)**

20 **(Plaintiff and Wage Statement Penalties Sub-Class)**

21 90. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 91. Labor Code section 226(a) states:

24 An employer, semimonthly or at the time of each payment of wages,
25 shall furnish to his or her employee, either as a detachable part of the
check, draft, or voucher paying the employee's wages, or separately if
26 wages are paid by personal check or cash, an accurate itemized
statement in writing showing (1) gross wages earned, (2) total hours
27 worked by the employee, except as provided in subdivision (j), (3) the
number of piece-rate units earned and any applicable piece rate if the
28 employee is paid on a piece-rate basis, (4) all deductions, provided that
all deductions made on written orders of the employee may be

1 aggregated and shown as one item, (5) net wages earned, (6) the
2 inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and only the last four digits of his or her social
4 security number or an employee identification number other than a
5 social security number, (8) the name and address of the legal entity that
6 is the employer and, if the employer is a farm labor contractor, as
7 defined in subdivision (b) of Section 1682, the name and address of the
8 legal entity that secured the services of the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the
11 employee and, beginning July 1, 2013, if the employer is a temporary
12 services employer as defined in Section 201.3, the rate of pay and the
13 total hours worked for each temporary services assignment. The
14 deductions made from payment of wages shall be recorded in ink or
15 other indelible form, properly dated, showing the month, day, and year,
16 and a copy of the statement and the record of the deductions shall be
17 kept on file by the employer for at least three years at the place of
18 employment or at a central location within the State of California. For
19 purposes of this subdivision, 'copy' includes a duplicate of the itemized
20 statement provided to an employee or a computer-generated record that
21 accurately shows all of the information required by this subdivision.

12 92. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
13 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
14 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
15 retains the right to elect to receive a written paper stub or record and that those who are provided with
16 electronic wage statements retain the ability to easily access the information and convert the electronic
17 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

18 93. Plaintiff is informed and believes that, at all relevant times during the applicable
19 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
20 with written wage statements as described above. Additionally, the wage statements issued to class
21 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
22 described above.

23 94. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
24 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
25 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
26 provided in electronic format in violation of Labor Code § 226.

27 95. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
28 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the

1 legal entity that is the employer.”

2 96. Plaintiff is informed and believes that Defendants’ failure to provide Plaintiff and
3 **Wage Statement Class** members with accurate written wage statements was intentional in that
4 Defendants have the ability to provide them with accurate wage statements but have intentionally
5 provided them with written wage statements that Defendants have known do not comply with Labor
6 Code section 226(a).

7 97. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
8 Defendants have violated their legal rights to receive accurate wage statements and have misled them
9 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
10 statements has prevented immediate challenges to Defendants’ unlawful pay practices, has required
11 discovery and mathematical computations to determine the amount of wages owed, has caused
12 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
13 submission of inaccurate information about wages and deductions to federal and state government
14 agencies.

15 98. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
16 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
17 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
18 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
19 \$4000.00 per class member, as well as awards of reasonable attorneys’ fees and costs.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

22 **(Lab. Code §§ 201-203)**

23 **(Plaintiff and Waiting Time Penalties Sub-Class)**

24 99. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 100. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
27 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
28 earned and unpaid before termination or resignation.

1 herein.

2 109. Labor Code section 2802(a) states:

3 An employer shall indemnify his or her employee for all necessary
4 expenditures or losses incurred by the employee in direct consequence
5 of the discharge of his or her duties, or of his or her obedience to the
6 directions of the employer, even though unlawful, unless the employee,
7 at the time of obeying the directions, believed them to be unlawful.

8 110. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
9 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
10 and **Expense Reimbursement Class** members were required to use their personal cellular phones for
11 work purposes. Additionally, Plaintiff and **Expense Reimbursement Class** members were required
12 to purchase their own tools, including utility belts and key holders, all necessary to perform their
13 duties under Defendants' employ. Plaintiff and **Expense Reimbursement Class** members were not
14 reimbursed for these necessary work-related expenses.

15 111. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
16 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
17 the Complaint and until the date of entry of judgment.

18 112. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
19 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
20 costs pursuant to Code of Civil Procedure section 1021.5.

21 **EIGHTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(Bus. & Prof. Code §§ 17200 et seq.)**

24 **(Plaintiff and UCL Class)**

25 113. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
26 herein.

27 114. Business and Professions Code section 17200 defines "unfair competition" to include
28 any unlawful business practice.

115. Business and Professions Code sections 17203-17204 allow a person who has lost
money or property as a result of unfair competition to bring a class action in accordance with Code

1 of Civil Procedure section 382 to recover money or property that may have been acquired from
2 similarly situated persons by means of unfair competition.

3 116. California law requires employers to pay hourly, non-exempt employees for all hours
4 they are permitted or suffered to work, including hours that the employer knows or reasonable should
5 know that employees have worked.

6 117. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
7 THIRD, FOURTH, and SEVENTH causes of action herein.

8 118. Plaintiff lost money or property as a result of the aforementioned unfair competition.

9 119. Defendants have or may have acquired money by means of unfair competition.

10 120. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
11 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
12 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
13 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
14 alleged herein.

15 121. Defendants have committed criminal conduct through their policies and practices of,
16 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
17 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
18 proper sick time pay; and reimbursement for necessary business expenditures.

19 122. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
20 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
21 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
22 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
23 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
24 similarly situated persons in a class action proceeding.

25 123. As a result of Defendants' violations of the Labor Code during the applicable
26 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
27 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

28 124. Plaintiff is informed and believes that other similarly situated persons have been

1 subject to the same unlawful policies or practices of Defendants.

2 125. Due to the unfair and unlawful business practices in violation of the Labor Code,
3 Defendants have gained a competitive advantage over other comparable companies doing business in
4 the State of California that comply with their legal obligations.

5 126. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
6 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
7 violates or is considered unlawful under any other state or federal law.

8 127. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
9 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
10 Defendants, and each of them, and their agents and employees, from further violations of the Labor
11 Code and applicable Wage Orders.

12 128. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
13 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
14 Defendants, and each of them, and their agents and employees, from further violations of the Labor
15 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
16 an order permanently enjoining Defendants, and each of them, and their respective agents and
17 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
18 Wage Orders.

19 129. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
20 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
21 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
22 and unfair business practices.

23 130. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
24 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
25 reasonable attorneys' fees in connection with their unfair competition claims.

26 131. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
27 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
28 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful

1 and unfair business practices.

2 132. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
3 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
4 reasonable attorneys' fees in connection with their unfair competition claims.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
7 public, prays for relief and judgment against Defendants as follows:

- 8 a. An order that the action be certified as a class action;
- 9 b. An order that Plaintiff be appointed class representative;
- 10 c. An order that counsel for Plaintiff be appointed class counsel;
- 11 d. Unpaid wages and overtime;
- 12 e. Actual damages;
- 13 f. Liquidated damages;
- 14 g. Unreimbursed expenses;
- 15 h. Restitution;
- 16 i. Declaratory relief;
- 17 j. Pre-judgment interest;

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- 1 k. Statutory penalties;
- 2 l. Costs of suit;
- 3 m. Reasonable attorneys' fees; and
- 4 n. Such other relief as the Court deems just and proper.

5
6 Dated: February 16, 2024

D.LAW, INC.

7
8 

9
10 Emil Davtyan
11 David Yeremian
12 David Keledjian
13 Hrag A. Alexanian
14 Attorneys for Plaintiff
15 VINCENT KELLY, and the putative class

DEMAND FOR JURY TRIAL

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Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: February 16, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
Hrag A. Alexanian
Attorneys for Plaintiff
VINCENT KELLY, and the putative class

Exhibit B

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) David Keledjian (SBN 309135) Hrag A. Alexanian (SBN 333430) D.Law- 880 E. Broadway, Glendale, CA 91205 TELEPHONE NO : (818) 962-6465 FAX NO : (818) 962-6469 EMAIL ADDRESS : d.keledjian@d.law; h.alexanian@d.law ATTORNEY FOR (Name): Plaintiff, Vincent Kelly		FOR COURT USE ONLY ENDORSED FILED Clerk of the Superior Court County of Lassen FEB 16 2024 By <u>R. DAVID</u> DEPUTY CLERK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN STREET ADDRESS 2610 Riverside Drive MAILING ADDRESS: CITY AND ZIP CODE Susanville, CA 96130 BRANCH NAME Hall of Justice		CASE NUMBER: 2024 CV 0076552 JUDGE: DEPT.:
CASE NAME: Kelly v Banner Health, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

BY FAX

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input checked="" type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Eight (8)

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 16, 2024
 David Keledjian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

**The Superior Court of the State of California
In and For the County of Lassen
2610 Riverside Drive, Susanville CA 96130**

Vincent Kelly vs Banner Health, an Arizona
Corporation

Case Number: **2024-CV0076552**

DELAY REDUCTION PROGRAM NOTICE

Notice: All parties and counsel are required to apprise themselves of the local Delay Reduction Program rules.

This case is subject to the Delay Reduction Program set forth in detail in the Local Rules of the Lassen Superior Court. It is the duty and obligation of each party and attorney to be familiar and comply with these Local Rules, in addition to applicable statutes and the Rules of Court, as the same relate to Delay Reduction Programs.

Important aspects of the Local Rules include the requirement for preparation, service, and filing of a Case Management Statement by each party **no later than 15 calendar days before the date set for the Case Management Conference**. The parties will be notified by the clerk of the court when the case management judge orders a first Case Management Conference, and are required to have trial counsel present at the Conference. **No special appearances for counsel of record will be accepted.**

The court expects and requires meaningful participation in the Program and reasonable expediency in the prosecution and defense of an action: this reduces the need for multiple conferences, and saves the parties expenses related to court appearances. Conversely, ineffective compliance results in closer management by the Court, and more frequent court appearances.

This action is assigned to one judge for all Delay Reduction Program purposes, and that judge shall preside over all Program conferences. Any motions or requests concerning Delay Reduction Program matters should be directed to the assigned judge. Motions not concerning Delay Reduction Program matters are not a part of the Program, and should be noticed and calendared on the appropriate Law & Motion calendar.

Sanctions for non-compliance with the Local Rules and Delay Reduction Program orders can be expected, in the absence of good cause for the same.

Copies of the Local Rules for the Delay Reduction Program of the Lassen Superior Court are available from the Court's filing office and on the Court's website at :
www.Lassen.Courts.CA.gov.

COPY

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

BANNER HEALTH, an Arizona corporation;
Additional Parties Attachment Form is Attached

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

VINCENT KELLY, on behalf of himself and all others similarly
situated, and the general public,

BY FAX

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Lassen County Superior Court
2610 Riverside Drive
Susanville, CA 96130

CASE NUMBER:
(Número del Caso):
2024 CV 0076552

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Emil Davtyan; D.Law, Inc., 880 E Broadway, Glendale, CA 91205; Ph: (818) 962-6465 / Fx: 818-962-6469

DATE:
(Fecha) FEB 16 2024

Clerk, by **T. STALTER** Deputy
(Secretario) **R. DAVID** *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of *(specify):*
- on behalf of *(specify):* BANNER HEALTH, an Arizona corporation
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other *(specify):*
- by personal delivery on *(date):*

SHORT TITLE: Kelly v. Banner Health, et al.	CASE NUMBER:
--	--------------

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant
 BH CORPORATE OFFICE, a business entity of unknown form; and DOES 1 through 50, inclusive,

ADDITIONAL PARTIES ATTACHMENT
 Attachment to Summons

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form

Save this form

Clear this form

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Keledjian SBN 309135 D.Law, Inc. 880 E Broadway Glendale, CA 91205 TELEPHONE NO.: (818) 962-6465 FAX NO. (Optional): E-MAIL ADDRESS (Optional): d.keledjian@d.law ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN - CENTRAL STREET ADDRESS: 2610 Riverside Dr. MAILING ADDRESS: 2610 Riverside Dr. CITY AND ZIP CODE: Susanville, CA 96130 BRANCH NAME: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN - CENTRAL	
PLAINTIFF/PETITIONER: Vincent Kelly, on behalf of himself and all others similarly situated DEFENDANT/RESPONDENT: BANNER HEALTH, an Arizona corporation	CASE NUMBER: 2024CV0076552
<p style="text-align: center;">PROOF OF SERVICE SUMMONS</p>	Ref. No. or File No.: Kelly v. Banner Health, et al.

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action. BY FAX
2. I served copies of: **Summons; Complaint; Civil Case Cover Sheet; Notice Delay Reduction Program Notice**
3.
 - a. Party served (specify name of party as shown on documents served): **BH Corporate Office, a business entity of unknown form**
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
By Serving Peter S Fine, FACHE Chief Executive Officer Banner Health, Agent for Service
4. Address where the party was served: **2901 N Central Ave, Suite 160 Phoenix, AZ 85012**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: (2) at:
 - b. **by substituted service.** On: **2/27/2024** at: **01:50 PM** I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
Sonya Appelian
Admin Assistan authorized to accept
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person of at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents:

PLAINTIFF/PETITIONER: Vincent Kelly, on behalf of himself and all others similarly situated DEFENDANT/RESPONDENT: BANNER HEALTH, an Arizona corporation	CASE NUMBER: 2024CV0076552
--	-------------------------------

on: _____ from: _____ or a declaration of mailing is attached.

(5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

- (1) on: _____ (2) from: _____
 (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
 (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. **by other means** (*specify means of service and authorizing code section*):
 Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
 b. as the person sued under the fictitious name of (*specify*):
 c. as occupant.
 d. On behalf of (*specify*): **BH Corporate Office, a business entity of unknown form** under the following Code of Civil Procedure section:

- | | |
|---|--|
| <input type="checkbox"/> 416.10 (corporation) | <input checked="" type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

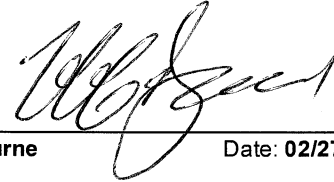
- a. Name: **Jeff Bourne**
 b. Address: **1753 E. Broadway Road #302 #302, Tempe, AZ 85282**
 c. Telephone number: **909-664-9577**
 d. **The fee for service was: \$210.00**

- e. I am:
- (1) not a registered California process server.
 (2) exempt from registration under Business and Professions Code section 22350(b).
 (3) a registered California process server:
- (i) owner employee independent contractor.
 (ii) Registration No.: _____
 (iii) County: **0**

PLAINTIFF/PETITIONER:	Vincent Kelly, on behalf of himself and all others similarly situated	CASE NUMBER: 2024CV0076552
DEFENDANT/RESPONDENT:	BANNER HEALTH, an Arizona corporation	

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.




Jeff Bourne Date: 02/27/2024

ATTORNEY OR FIRM WITHOUT ATTORNEY (Name and Address)			TELEPHONE NUMBER	FOR COURT USE ONLY
David Keledjian SBN 309135 D.Law, Inc. 880 E Broadway Glendale, CA 91205 ATTORNEY FOR Plaintiff			(818) 962-6465	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN - CENTRAL 2610 Riverside Dr. Susanville, CA 96130				
SHORT TITLE OF CASE: Kelly, on behalf of himself and all others similarly situated, Vincent v. BANNER HEALTH, an Arizona corporation				
DATE:	TIME:	DEP./DIV.	CASE NUMBER: 2024CV0076552	
Proof of Service by Mail				Ref. No. or File No: Kelly v. Banner Health, et al.

BY FAX

I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.

On **02/27/2024** after substituted service under section C.C.P. 415.20(a), 415.20(b), or 415.95(a) was made, I served the within:

Summons; Complaint; Civil Case Cover Sheet; Notice Delay Reduction Program Notice

On the defendant, in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon pre-paid for first class in the United States mail At: **Chino Hills**, California, addressed as follows:

BH Corporate Office, a business entity of unknown form
Peter S Fine, FACHE Chief Executive Officer Banner Health - Agent for Service
2901 N Central Ave, Suite 160 Phoenix, AZ 85012

Person attempting service:

- a. Name: **Kristinamarie Mejia**
- b. Address: **15345 Fairfield Ranch Rd Suite 200, Chino Hills, CA 91709**
- c. Telephone number: **909-664-9577**
- d. **The fee** for this service was: **210.00**
- e. I am:
- (3) a registered California process server:
 - (i) **Employee**
 - (ii) Registration No.: **1086**
 - (iii) County: **San Bernardino**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Kristinamarie Mejia Date: **02/27/2024**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Keledjian SBN 309135 D.Law, Inc. 880 E Broadway Glendale, CA 91205 TELEPHONE NO.: (818) 962-6465 FAX NO. (Optional): E-MAIL ADDRESS (Optional): d.keledjian@d.law ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN - CENTRAL STREET ADDRESS: 2610 Riverside Dr. MAILING ADDRESS: 2610 Riverside Dr. CITY AND ZIP CODE: Susanville, CA 96130 BRANCH NAME: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN - CENTRAL	
PLAINTIFF/PETITIONER: Vincent Kelly, on behalf of himself and all others similarly situated DEFENDANT/RESPONDENT: BANNER HEALTH, an Arizona corporation	CASE NUMBER: 2024CV0076552
<p style="text-align: center;">PROOF OF SERVICE SUMMONS</p>	Ref. No. or File No.: Kelly v. Banner Health, et al.

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action. BY FAX
2. I served copies of: **Summons; Complaint; Civil Case Cover Sheet; Notice Delay Reduction Program Notice**
3.
 - a. Party served (specify name of party as shown on documents served): **BANNER HEALTH, an Arizona corporation**
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Diane Ruiz , Agent for C.T. Corporation Systems
4. Address where the party was served: **330 N Brand Blvd, 700 Glendale, CA 91203**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: **2/20/2024** (2) at: **12:55 PM**
 - b. **by substituted service.** On: at: I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person of at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents:
 on: from: or a declaration of mailing is attached.

PLAINTIFF/PETITIONER:	Vincent Kelly, on behalf of himself and all others similarly situated	CASE NUMBER: 2024CV0076552
DEFENDANT/RESPONDENT:	BANNER HEALTH, an Arizona corporation	

(5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on: _____ (2) from: _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*):
 Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **BANNER HEALTH, an Arizona corporation**
 under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: **James P Sands**
- b. Address: **11024 Balboa Blvd # 1462 , Granada Hills, CA 91344**
- c. Telephone number: **909-664-9577**
- d. **The fee** for service was: **\$165.00**
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: **914**
- (iii) County: **Los Angeles**

PLAINTIFF/PETITIONER:	Vincent Kelly, on behalf of himself and all others similarly situated	CASE NUMBER: 2024CV0076552
DEFENDANT/RESPONDENT:	BANNER HEALTH, an Arizona corporation	

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



A handwritten signature in blue ink, appearing to read 'James P Sands', written over a horizontal line.

James P Sands

Date: 02/22/2024

Exhibit C

1 Timothy J. Long (SBN CA 137591)
2 GREENBERG TRAURIG, LLP
3 400 Capitol Mall, Ste. 2400
4 Sacramento, California 95814
5 Telephone: 916-442-1111
6 LongT@gtlaw.com

7 *Attorneys for Defendant Banner Health*

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

10 VINCENT KELLY, on behalf of himself and
11 all others similarly situated, and the general
12 public

13 Plaintiff,

14 v.

15 BANNER HEALTH, an Arizona corporation;
16 BH CORPORATE OFFICE, a business entity
17 of unknown form; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No. _____

(Superior Court of California, Lassen County,
Case No. 2024-CV-0076552)

**DECLARATION OF TIMOTHY J. LONG
IN SUPPORT OF DEFENDANT BANNER
HEALTH’S NOTICE OF REMOVAL**

*Filed concurrently with Defendant Banner
Health’s Notice of Removal*

20 I, Timothy J. Long, declare:

21 1. I am an attorney duly licensed to practice law in the State of California. I am a
22 shareholder at Greenberg Traurig, LLP, counsel of record for Defendant Banner Health
23 (“Defendant” or “Banner”) in the above-entitled matter. I make this Declaration in support of
24 Defendant’s Notice of Removal. I have personal knowledge of the facts stated herein or know of
25 such facts from my review of the case documents and the court docket in this matter and other
26 information that is publicly available or provided to me by Banner, and, if called upon, I could
27 and would testify competently to their truth.

28 2. On February 16, 2023, Plaintiff Vincent Kelly (“Plaintiff”) filed a putative Class
Action Complaint in the Superior Court of California for the County of Lassen, entitled *Vincent
Kelly, et al. v. Banner Health, et al.*, Case No. 2024-CV-0076552 (the “State Court Action”). A

1 true and correct copy of the Complaint is attached as **Exhibit A** to Defendant's Notice of
2 Removal being filed concurrently herewith.

3 3. Pursuant to 28 U.S.C. § 1446(a), attached as **Exhibit B** to Defendant's Notice of
4 Removal being filed concurrently herewith are all other (*i.e.*, excluding Exhibit A) process,
5 pleadings, and orders filed and served upon Banner in the State Court Action. Banner filed an
6 Answer to the Complaint in the State Court Action on March 22, 2024. However, at the time of
7 this Notice of Removal, Banner did not yet have a conformed copy of its filed Answer. Banner
8 is providing all of the filings in the State Court currently in possession and will provide this Court
9 a conformed copy of the filed Answer as soon possible.

10 4. Pursuant to 28 U.S.C. § 1446(d), promptly after filing the Notice of Removal,
11 Defendant will give separate written notice to all adverse parties and shall file a copy of said
12 Notice with the clerk of the Lassen County Superior Court.

13 5. I declare under the penalty of perjury under the laws of the State of California and
14 the United States that the foregoing is true and correct.

15 DATED this 22nd day of March 2024.

16 GREENBERG TRAURIG, LLP

17
18 By: /s/ Timothy J. Long

19 Timothy J. Long

20 *Attorneys for Defendant Banner Health*

Exhibit D

1 Timothy J. Long (SBN CA 137591)
2 GREENBERG TRAURIG, LLP
3 400 Capitol Mall, Ste. 2400
4 Sacramento, California 95814
5 Telephone: 916-442-1111
6 LongT@gtlaw.com

7 *Attorneys for Defendant Banner Health*

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

10 VINCENT KELLY, on behalf of himself and
11 all others similarly situated, and the general
12 public

13 Plaintiff,

14 v.

15 BANNER HEALTH, an Arizona corporation;
16 BH CORPORATE OFFICE, a business entity
17 of unknown form; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No. _____

(Superior Court of California, Lassen County,
Case No. 2024-CV-0076552)

**Declaration of Jaime Barrette in support of
Defendant Banner Health’s Notice of
Removal**

*Filed concurrently with Defendant Banner
Health’s Notice of Removal*

20 I, Jaime Barrette, declare:

21 1. I am over the age of 18, and I am competent to attest to the facts set forth herein.

22 I have personal knowledge of the foregoing facts or know them based on a review of records and
23 data that Defendant Banner Health (“Banner”) maintains in the regular course of its business. I
24 make this declaration in support of Banner’s Notice of Removal in the above captioned case.

25 2. I am the Senior Director of Employee Relations at Banner..

26 3. As the Senior Director of Employee Relations, I am responsible for, among other
27 things, providing general human resources support to Banner employees at all job levels.

28 4. Using Banner’s business records and data available to me, I have determined the
following:

1 Meal Period, Rest Periods, Minimum Wage, and Overtime Claims

- 2 a. Banner employed 362 non-exempt employees in California between
3 February 16, 2020 and February 14, 2024.
- 4 b. The non-exempt employees that Banner employed in California between
5 February 16, 2020 and February 14, 2024 earned an average of \$35.49 per
6 hour.
- 7 c. The non-exempt employees that Banner employed in California between
8 February 16, 2020 and February 14, 2024 worked a combined total of
9 approximately 27,252 workweeks.

10 Waiting Time Claim

- 11 d. Banner employed 146 non-exempt employees in California between
12 February 16, 2021 and February 14, 2024.
- 13 e. The non-exempt employees that Banner employed in California between
14 February 16, 2021 and February 14, 2024 earned an average of \$28.63 per
15 hour.
- 16 f. The non-exempt employees that Banner employed in California between
17 February 16, 2021 and February 14, 2024 worked an average of 8.33 hours
18 per day.

19 Inaccurate Wage Statement Claim

- 20 g. Banner employed 219 employees (exempt and non-exempt) in California
21 between February 16, 2023 and February 14, 2024.
- 22 h. The employees (exempt and non-exempt) that Banner employed in
23 California between February 16, 2023 and February 14, 2024 received
24 4,060 wage statements during that time.

25 Reimbursement Claim

- 26 i. Banner employed 398 employees (exempt and non-exempt) in California
27 between February 16, 2020 and February 14, 2024.
- 28

1 j. The employees (exempt and non-exempt) that Banner employed in
2 California between February 16, 2020 and February 14, 2024 worked a
3 combined total of approximately 19,580 pay periods.


4 5. Banner is a private, not for profit corporation, incorporated in the State of Arizona.

5 6. Banner's principal place of business, including its corporate center where its
6 executive officers are located and direct and control Banner's operations and activities, is in
7 Phoenix, Arizona.

8 I declare under the penalty of perjury under the laws of the United States that the
9 foregoing is true and correct.

10 Executed this 21st day of March 2024.

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Jaime Barrette