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Attorneys for Defendants
GETWELLNETWORK, INC. and SEAN THOMPSON

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

ERIKA KATHLEEN RICHEY, an
individual, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

GETWELLNETWORK, INC., a
foreign corporation; SEAN
THOMPSON, an individual, and
DOES 1 through 100, inclusive,

Defendants.

Case No: **'20CV2205 BEN BLM**

*Previously assigned to Hon. Robert P
Dahlquist, Dept. N-29 of the San Diego
Superior Court; Case No.:
37-2020-00035938-CU-OE-NC]*

**DEFENDANT
GETWELLNETWORK, INC.'S
NOTICE OF REMOVAL**

Removed: November 12, 2020
Complaint Filed: October 2, 2020

**TO PLAINTIFF AND THE CLERK OF THE ABOVE ENTITLED
COURT:**

PLEASE TAKE NOTICE that Defendant GetWellNetwork, Inc.
("GetWellNetwork") hereby removes the above-referenced action of Plaintiff
Erika Kathleen Richey from the Superior Court of California, County of San Diego
to the United States District Court for the Southern District of California pursuant
to 28 U.S.C. sections 1332, 1441, and 1446. In support of removal,
GetWellNetwork, Inc. states as follows:

I. PROCEDURAL HISTORY

1. On October 2, 2020, Plaintiff filed a Complaint in the Superior Court of California, County of San Diego entitled *Erika Kathleen Richey v. GetWellNetwork, Inc., Sean Thompson, and Does 1-15*, San Diego Superior Court Case No. 37-2020-00035938-CU-OE-NCL (“Complaint”). See, Declaration of Phillip Simpler [hereinafter “Simpler Decl.”] ¶2, Exhibit 2. The Complaint alleges causes of action against GetWellNetwork for: (1) Failure to Engage in the Interactive Process (Cal. Gov’t Code § 12940(n)); (2) Failure to Provide Reasonable Accommodation (Cal. Gov’t Code § 12940(m)); (3) Disparate Treatment – Wrongful Termination (Cal. Gov’t Code § 12940(a)); (4) Wrongful Termination in Violation of Public Policy; (5) Breach of Implied Covenant of Good Faith and Fair Dealing; (6) Failure to Pay Regular and Overtime Wages in Violation of the California Labor Code; (7) Failure to Provide Meal Periods and Rest Periods – Violation of Cal. Labor Code §§ 226.7 and 512; (8) Failure to Pay All Wages Owed Upon Termination – Violation of Cal. Labor Code § 203; (9) Failure to Properly Itemize Wage Statements – Violation of Cal. Labor Code § 226; (10) Unlawful and Unfair Violations of Cal. Business and Professions Code § 17200 *et. seq.* The Complaint also alleges causes of action nos. 4 through 10 against Defendant Sean Thompson.

2. On October 12, 2020, GetWellNetwork was served with the Summons, Complaint, and related materials through its registered agent for service of process. Simpler Decl. ¶3.

3. Defendant Sean Thompson has not been served with the Complaint, but consents to the removal. Declaration of Sean Thompson [hereinafter “Thompson Decl.”] ¶3.

4. On November 12, 2020, GetWellNetwork filed an Answer to the Complaint. Simpler Decl. ¶4, Exhibit 3.

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5. Based on information and belief, there are no other pleadings filed in this matter.

II. BASIS FOR REMOVAL JURISDICTION

6. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. section 1332 because the named parties are citizens of different states, Defendants are not citizens of California, and the amount in controversy exceeds \$75,000 exclusive of interest and costs. Accordingly, this case may be removed to this Court under 28 U.S.C. sections 1441 and 1446.

A. Plaintiff's Citizenship

7. To establish citizenship for diversity purposes, a natural person must be domiciled in a particular state. *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). Natural persons are domiciled in the places they reside with the intent to remain or to which they intend to return. *Kanter v. Warnter-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001). Residence is *prima facie* evidence of domicile. *Mondragon v. Capital One Auto Fin.*, 736 F.3d 880, 886 (9th Cir. 2013); *State Farm Mut. Auto. Ins. Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir.1994); *Marroquin v. Wells Fargo, LLC*, No. 11CV163-L BLM, 2011 WL 476540, at *1 (S.D. Cal. Feb. 3, 2011). An existing domicile is presumed to continue. *Mitchell v. United States*, 88 U.S. 350, 353 (1875) (“[D]omicile, once acquired, is presumed to continue until it is shown to have been changed.”); *Mintzis v. Scott*, No. 2:14-CV-01799-CAS, 2014 WL 3818104, at *5 (C.D. Cal. July 30, 2014). It is presumed that a natural person’s residence is also his domicile, and a party resisting this presumption bears the burden of producing contrary evidence. *Lew v. Moss*, 797 F.2d 747, 751 (9th Cir. 1986).

8. Here, Plaintiff “is, and was at all times relevant to this action, a citizen of the State of California, a resident of Oceanside, California.” Complaint ¶2.

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1 Accordingly, Plaintiff is domiciled in and a citizen of the State of California for the
2 purposes of diversity jurisdiction.

3 **B. Defendant GetWellNetwork, Inc.’s Citizenship**

4 9. A corporation is “a citizen of any State by which it has been
5 incorporated and of the State where it has its principal place of business.”
6 28 U.S.C. §1332(c)(1). A corporation’s “principal place of business” refers to the
7 place where the corporation’s high-level officers direct, control, and coordinate the
8 corporation’s activities, *i.e.*, its “nerve center.” *Hertz v. Friend*, 559 U.S. 77
9 (2010). In practice, the nerve center is normally the corporation’s headquarters,
10 provided that the headquarters is the actual center of direction, control, and
11 coordination. *Id.*

12 10. Here, GetWellNetwork is incorporated in Delaware. Declaration of
13 Clifford Boeglin [hereinafter “Boeglin Decl.”] ¶2; *see also*, Complaint ¶3.
14 GetWellNetwork’s high-level officers direct, control, and coordinate
15 GetWellNetwork’s activities from its principal place of business in Bethesda,
16 Maryland. Boeglin Decl. ¶3. Therefore, GetWellNetwork is a citizen of both
17 Delaware and Maryland for purposes of diversity jurisdiction.

18 **C. Defendant Sean Thompson’s Citizenship**

19 11. Mr. Thompson is a North Carolina citizen. Thompson Decl. ¶2. Mr.
20 Thompson’s home is in Apex, North Carolina, and he intends to continue living in
21 North Carolina indefinitely. *Id.* Accordingly, Mr. Thompson is domiciled in and a
22 citizen of the State of North Carolina for the purposes of diversity jurisdiction.

23 **D. Complete Diversity Exists**

24 12. Because Plaintiff is a California citizen, GetWellNetwork is a citizen
25 of Delaware and Maryland, and Mr. Thompson is a North Carolina citizen,
26 complete diversity of citizenship exists in this matter.

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28 ///

1 **E. Amount in Controversy**

2 13. The Court has diversity jurisdiction over an action in which the parties
3 are not citizens of the same state and “the matter in controversy exceeds the sum
4 or value of \$75,000.00, exclusive of interest and costs.” 28 U.S.C. §1332(a).
5 Where complete diversity exists between the named plaintiff and the defendants,
6 and the named plaintiff’s individual claims meet the amount in controversy, federal
7 courts have supplemental jurisdiction over class action claims filed by the named
8 plaintiff in the same case. See *Exxon Mobil Corp. v. Allapattah Servs., Inc.*, 545
9 U.S. 546, 549 (2005).

10 14. Establishing the \$75,000 threshold necessary for diversity jurisdiction
11 is not burdensome. When seeking removal of a state action to federal court based
12 on diversity jurisdiction, “a defendant’s notice of removal need include only a
13 plausible allegation that the amount in controversy exceeds the jurisdictional
14 threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S.Ct. 547,
15 554 (2014). The failure of the Complaint to specify the total amount of damages
16 or other monetary relief sought by Plaintiff does not deprive this Court of
17 jurisdiction. See, e.g., *Saulic v. Symantec Corp.*, No. SA-CV-07-610-AHS(PLAx),
18 2007 WL 5074883, *5 (C.D. Cal. Dec. 26, 2007); *Parker-Williams v. Charles*
19 *Tini & Associates, Inc.*, 53 F.Supp.3d 149, 152 (D.D.C. 2014). A defendant need
20 only to establish by a preponderance of evidence that the claims exceed the
21 jurisdictional minimum. *Rodriguez v. AT & T Mobility Servs. LLC*, 728 F.3d 975,
22 982 (9th Cir. 2013); *Singer v. State Farm Mutual Auto. Ins. Co.*, 116 F.3d 373, 376
23 (9th Cir. 1997).

24 15. GetWellNetwork adamantly denies Plaintiff’s allegations, denies any
25 liability, and denies Plaintiff has suffered any damages. Nevertheless, in assessing
26 the amount in controversy for diversity jurisdiction purposes, a court must assume
27 that a jury will return a verdict for the plaintiff on all claims made in the complaint.
28 *Bank of California Nat. Ass’n v. Twin Harbors Lumber Co.*, 465 F.2d 489, 491 (9th

1 Cir. 1972); *Roth v. Comerica Bank*, 799 F.Supp.2d 1107, 1117 (C.D. Cal. 2010);
 2 *Kenneth Rothchild Trust v. Morgan Stanley Dean Witter*, 199 F.Supp.2d 993, 1001
 3 (C.D. Cal. 2002). This includes any possible award of attorneys’ fees where, as
 4 here, a statute at issue awards attorneys’ fees to the prevailing party. *See*,
 5 *Kroske v. U.S. Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 2005) (“The amount in
 6 controversy includes the amount of damages in dispute, as well as attorney’s fees,
 7 if authorized by statute or contract.”) (citations omitted); *Galt G/S v. JSS*
 8 *Scandinavia*, 142 F.3d 1150, 1155 (9th Cir. 1998). The ultimate inquiry is what
 9 amount is put in controversy by the plaintiff’s complaint, not what the amount of a
 10 defendant’s liability (if any) will ultimately be.

11 16. On September 8, 2020, GetWellNetwork received a demand letter
 12 from Plaintiff’s counsel stating that Plaintiff’s alleged damages for her individual
 13 claims for disability discrimination, failure to accommodate, failure to engage in
 14 the interactive process and wrongful termination amount to at least \$99,166.62.
 15 Boeglin Decl. ¶4, Exhibit 1. Therein, Plaintiff asserts that she is entitled to at least
 16 \$4,166.66 per month in lost earnings. Thus, as of the filing of this removal, Plaintiff
 17 asserts that her damages arising from her individual claims total **\$107,499.94**.

18 17. Plaintiff’s demand letter alone demonstrates that the amount in
 19 controversy in this matter exceeds the sum or value of \$75,000.00, exclusive of
 20 interests and costs. “[A] settlement letter is relevant evidence of the amount in
 21 controversy if it appears to reflect a reasonable estimate to plaintiff’s claims.”
 22 *Cohn v. Petsmart, Inc.*, 281 F.3d 837, 840 (9th Cir. 2002) citing *Wilson v. Belin*,
 23 20 F.3d 644, 651 n.8 (5th Cir. 1994) (“Because the record contains a letter, which
 24 plaintiff’s counsel sent to defendants stating that the amount in controversy
 25 exceeded \$50,000, it is ‘apparent’ that removal was proper.”); *Barbasa v.*
 26 *Lenscrafters*, 498 F.3d 972 (9th Cir. 2007). “Settlement demands can be a candid
 27 assessment of the amount likely to be recovered, if successful, at trial. *Rising-*
 28 *Moore v. Red Roof Inns, Inc.* (7th Cir. 2006) 435 F.3d 813, 816.

1 18. Notably, Plaintiff's settlement demand letter is more limited in scope
 2 than the Complaint and still establishes the amount in controversy without taking
 3 into account any damages for Plaintiff's wage and hour claims. Altogether, Plaintiff
 4 alleges ten causes of action seeking recovery of past and future economic damages,
 5 past and future non-economic damages, unpaid wages, unpaid overtime, waiting
 6 time penalties, penalties for inaccurate wage statements, penalties for meal and rest
 7 break violations, punitive damages, and attorney's fees. Complaint ¶¶ 41, 46, 50,
 8 55, 61, 72, 79, 85, 90, 98, Prayer ¶¶ 1-10. Plaintiff's additional claims alleged in
 9 the Complaint that were not reflected in her demand letter eliminate any doubt that
 10 Plaintiff's individual claims meet the minimum \$75,000 amount in controversy
 11 threshold.

12 19. Plaintiff's statutory claim for recovery of attorney's fees provides
 13 further support that the amount in controversy requirement is met since "[w]hen
 14 attorney fees are added into the equation," the conclusion that more than \$75,000
 15 is in controversy "becomes irresistible." *Parker-Williams*, 53 F.Supp.3d at 153.
 16 This conclusion is only further supported by the fact that in the Ninth Circuit,
 17 district courts have the discretion to calculate fee awards using either the lodestar
 18 method or the "percentage-of-the-fund" method. *Fischel v. Equitable Life*
 19 *Assurance Soc'y of U.S.*, 307 F.3d 997, 1006 (9th Cir. 2002) (citations omitted).
 20 As such, even where "the Court lacks the information required to calculate
 21 [attorneys'] fees, it is difficult to believe that the amount in controversy [] could be
 22 lower than \$75,000 when the [attorneys'] fees are factored in along with" other
 23 available damages. *Parker-Williams*, 53 F.Supp.3d at 152. Simply put, it is likely
 24 that Plaintiff's attorneys' fees, alone, will exceed \$75,000 if this matter goes to
 25 trial. For this independent reason, Plaintiff's Complaint satisfies the amount in
 26 controversy requirement.

27 20. In sum, Plaintiff's settlement demand letter and the allegations in the
 28 Complaint are more than sufficient to establish that Plaintiff has placed in

1 controversy an amount exceeding the jurisdictional minimum amount of
 2 \$75,000.00. Accordingly, this State Court action may be removed to the United
 3 States District Court for the Southern District of California because, at the time this
 4 action was filed and the present time, diversity jurisdiction exists.

5 **III. TIMELINESS OF REMOVAL**

6 21. Under 28 U.S.C. section 1446(b), a “notice of removal of a civil action
 7 or proceeding shall be filed within 30 days after the receipt by the defendant,
 8 through service or otherwise,...” The 30-day period for removal is triggered once
 9 service occurs. *Murphy Bros. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344,
 10 347-48 (“Accordingly, we hold that a named defendant’s time to remove is
 11 triggered by simultaneous service of the summons and complaint, or receipt of the
 12 complaint, ‘through service or otherwise,’ after and apart from service of the
 13 summons, but not by mere receipt of the complaint unattended by any formal
 14 service.”).

15 22. GetWellNetwork received a copy of the Complaint on October 12,
 16 2020, through its registered agent for service of process. Simpler Decl. ¶3.
 17 GetWellNetwork files this removal on or before November 12, 2020. As such, the
 18 removal is timely.

19 **IV. NOTICE PROVIDED TO STATE COURT AND PLAINTIFF**

20 23. Written notice of this Notice of Removal in the United States District
 21 Court for the Southern District of California will be served on Plaintiff’s counsel
 22 of record at Keegan & Baker, LLP. A copy of the Notice to Adverse Party of
 23 Removal of Action to Federal Court is attached hereto as **Exhibit A** (without
 24 exhibits because the exhibit is this Notice). In addition, a copy of this Notice of
 25 Removal will be filed with the Clerk of the Court in the Superior Court for the State
 26 of California, County of San Diego. A copy of the Notice to State Court of
 27 Removal of Action to Federal Court is attached hereto as **Exhibit B** (without
 28 exhibits because the exhibit is this Notice).

EXHIBIT A

COLLIN D. COOK (SBN 251606)
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4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9600
Facsimile: (858) 597-9601

Attorneys for Defendants
GETWELLNETWORK, INC. and SEAN THOMPSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - NORTH COUNTY DIVISION

ERIKA KATHLEEN RICHEY, an
individual, on behalf of herself and all others
similarly situated,,

Plaintiff,

v.

GETWELLNETWORK, INC., a foreign
corporation; SEAN THOMPSON, an
individual; and DOES 1 through 100,
inclusive,,

Defendants.

CASE NO.: 37-2020-00035938-CU-OE-NC
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Robert Dahlquist, Dept. N-29*

**DEFENDANT GETWELLNETWORK,
INC.'S NOTICE TO ADVERSE PARTY OF
REMOVAL OF ACTION TO FEDERAL
COURT**

Complaint Filed: October 2, 2020
Trial Date: Not Set

TO PLAINTIFF AND HER COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on November 12, 2020, Defendant GETWELLNETWORK, INC. filed a Notice of Removal of this action from Superior Court of California, County of San Diego to the United States District Court for the Southern District of California. A true and correct copy of the Notice is attached hereto as **Exhibit A** (without re-attaching this document as part of the exhibit).

DATE: November 12, 2020

FISHER & PHILLIPS LLP

By: 

COLLIN D. COOK
PHILLIP G. SIMPLER
Attorneys for Defendants
GETWELLNETWORK, INC.
and SEAN THOMPSON

PROOF OF SERVICE

(CCP §§ 1011, 1013, 1013(a) and 2015.5; Cal. Rules of Court, rule 2.306 and 2.251)

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of San Diego with the law offices of Fisher & Phillips LLP and its business address is 4747 Executive Dr, Suite 1000, San Diego, California 92121.

On November 12, 2020, I served the foregoing document(s) **DEFENDANTS GETWELNETWORK, INC.'S NOTICE TO ADVERSE PARTY OF REMOVAL OF ACTION TO FEDERAL COURT** on the person(s) listed below by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Patrick N. Keegan, Esq.
KEEGAN & BAKER, LLP
2292 Faraday Ave., Suite 100
Carlsbad, CA 92009
pkeegan@keeganbaker.com

Attorneys for Plaintiff
Erika Kathleen Richey

- ☐ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in San Francisco California, in a sealed envelope with postage fully prepaid.
- ☐ **[by FAX]** - Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at fax number(s) listed above from fax number (858) 597-9601. The fax reported no errors. A copy of the transmission report is attached.
- ☒ **[by OVERNIGHT DELIVERY]** - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.
- ☐ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above. (Cal. Rules of Court, rule 2.251)
- ☐ **[by PERSONAL SERVICE]** - I delivered the document(s) to the person(s) at the address(es) listed above by (1) (a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 6:00 p.m., or (2) by messenger – a copy of the Messenger Declaration is attached.

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

Executed November 12, 2020, at San Diego, California.

Beth Elliott

Print Name

By:



Signature

EXHIBIT B

COLLIN D. COOK (SBN 251606)
Email: ccook@fisherphillips.com

FISHER & PHILLIPS LLP
One Embarcadero Center, Suite 2050
San Francisco, California 94111-3712
Telephone: (415) 490-9000
Facsimile: (415) 490-9001

PHILLIP G. SIMPLER (SBN 292486)
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Telephone: (858) 597-9600
Facsimile: (858) 597-9601

Attorneys for Defendants
GETWELLNETWORK, INC. and SEAN THOMPSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - NORTH COUNTY DIVISION

ERIKA KATHLEEN RICHEY, an
individual, on behalf of herself and all others
similarly situated,

Plaintiff,

v.

GETWELLNETWORK, INC., a foreign
corporation; SEAN THOMPSON, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 37-2020-00035938-CU-OE-NC
[Unlimited Civil Jurisdiction]

*Assigned for all purposes to the
Honorable Robert Dahlquist, Dept. N-29*

**DEFENDANT GETWELLNETWORK,
INC.'S NOTICE TO STATE COURT OF
REMOVAL OF ACTION TO FEDERAL
COURT**

Complaint Filed: October 2, 2020
Trial Date: Not Set

PLEASE TAKE NOTICE THAT on November 12, 2020, Defendant GetWellNetwork, Inc., filed with the United States District Court for the Southern District of California its Notice of Removal of this action, a true and correct copy of which is attached hereto as **Exhibit A** (without re-attaching this document as part of the exhibit).

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1 Pursuant to 28 U.S.C. section 1446(d), the filing of the aforesaid Notice of Removal in
2 the District Court, together with the filing of this Notice with this Court, effects the removal of
3 this action, and this Court may not proceed further with the above-captioned litigation unless
4 and until the case is remanded.

5
6 DATE: November 12, 2020

FISHER & PHILLIPS LLP

7
8 By: 

9 COLLIN D. COOK
10 PHILLIP G. SIMPLER
11 Attorneys for Defendants
12 GETWELLNETWORK, INC.
13 and SEAN THOMPSON
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PROOF OF SERVICE

(CCP §§ 1011, 1013, 1013(a) and 2015.5; Cal. Rules of Court, rule 2.306 and 2.251)

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of San Diego with the law offices of Fisher & Phillips LLP and its business address is 4747 Executive Dr., Suite 1000, San Diego, California 92121.

On November 12, 2020, I served the foregoing document(s) **DEFENDANT GETWELLNETWORK, INC.'S NOTICE TO STATE COURT OF REMOVAL OF ACTION TO FEDERAL COURT** on the person(s) listed below by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Patrick N. Keegan, Esq.
KEEGAN & BAKER, LLP
2292 Faraday Ave., Suite 100
Carlsbad, CA 92009
pkeegan@keeganbaker.com

Attorneys for Plaintiff
Erika Kathleen Richey

- ☐ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in San Francisco California, in a sealed envelope with postage fully prepaid.
- ☐ **[by FAX]** - Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at fax number(s) listed above from fax number (415) 490-9001. The fax reported no errors. A copy of the transmission report is attached.
- ☒ **[by OVERNIGHT DELIVERY]** - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.
- ☐ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above. (Cal. Rules of Court, rule 2.251)
- ☐ **[by PERSONAL SERVICE]** - I delivered the document(s) to the person(s) at the address(es) listed above by (1) (a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 6:00 p.m., or (2) by messenger – a copy of the Messenger Declaration is attached.

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

Executed November 12, 2020, at San Francisco, California.

Beth Elliott

Print Name

By:



Signature

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; am employed with the law offices of Fisher & Phillips LLP and my business address is 4747 Executive Drive, Suite 1000, San Diego, California 92121.

On November 12, 2020 I served the foregoing document entitled **DEFENDANT GETWELLNETWORK, INC.'S NOTICE OF REMOVAL** on all the appearing and/or interested parties in this as follows:

Patrick N. Keegan, Esq.
KEEGAN & BAKER, LLP
2292 Faraday Ave., Suite 100
Carlsbad, CA 92009

Email: pkeegan@keeganbaker.com
Attorneys for Plaintiff
Erika Kathleen Richey

- ☐ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at San Diego, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.
- ☒ **[by ELECTRONIC SUBMISSION]** - I served the above listed document(s) described via the United States District Court's Electronic Filing Program on the designated recipients via electronic transmission through the CM/ECF system on the Court's website. The Court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document(s). Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities.
- ☐ **[by FAX]** - I caused the aforementioned document(s) to be telefaxed to the aforementioned facsimile number(s). *The facsimile machine I used complied with California Rules of Court, Rule 2003(3) and no error was reported by the machine. Pursuant to California Rules of Court, Rule 2005(i), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this declaration and/or no error was reported by the machine.*
- ☒ **[by FEDERAL EXPRESS]** - I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.

☐ [by **PERSONAL SERVICE**] - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Knox Services, whose business address is 2250 Fourth Avenue, San Diego, CA 92101.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed November 12, 2020 at San Diego, California.

Beth Elliott

Print Name

By:



Signature

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ERIKA KATHLEEN RICHEY, an individual, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
KEEGAN & BAKER, LLP (760) 929-9303
Patrick N. Keegan, Esq. (SBN 167698)
2292 Faraday Ave., Suite 100
Carlsbad, CA 92009

DEFENDANTS

GETWELLNETWORK, INC., a foreign corporation; SEAN THOMPSON, an individual, and DOES 1 through 100, inclusive

County of Residence of First Listed Defendant Bethesda, MD
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

'20CV2205 BEN BLM

Attorneys (If Known)
FISHER & PHILLIPS LLP Tel. (415) 490-9000
Collin D. Cook (SBN 251606); Phillip G. Simpler (SBN 292486)
One Embarcadero Center, Suite 2050
San Francisco, CA 94111-3712

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Sections 1332, 1441, and 1446.

Brief description of cause: Claims for disability discrimination, failure to accommodate a disability, wrongful termination and wage and hour violations.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

November 12, 2020

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT 2

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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/02/2020 at 12:55:32 PM
Clerk of the Superior Court
By Gregory Hornick, Deputy Clerk

Attorneys for Plaintiff
ERIKA KATHLEEN RICHEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO
NORTH COUNTY JUDICIAL DISTRICT

ERIKA KATHLEEN RICHEY, an individual, on
behalf of herself and all others similarly situated,

Plaintiff,

vs.

GETWELLNETWORK, INC., a foreign corporation;
SEAN THOMPSON, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No.: **37-2020-00035938-CU-OE-NC**

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

JURY TRIAL DEMANDED

Plaintiff ERIKA KATHLEEN RICHEY (or "Plaintiff") alleges upon information and belief as follows:

1. This action arises out of the retaliatory acts against Plaintiff ERIKA KATHLEEN RICHEY, a loyal and well-regarded former employee who, after making a reasonable accommodation of the workplace to make it readily accessible to and usable by her because of her diagnosed medical condition and after reporting acts of wage software updates made without notice or prior approval of Defendant GETWELLNETWORK, INC.'s customers, was then unlawfully discharged by Defendant GETWELLNETWORK, INC. and Defendant SEAN THOMPSON, a Director of GETWELLNETWORK, INC., as a result. Additionally, this lawsuit alleges causes of action for violations of the California Labor Code and the California Business and Professions Code §§ 17200, et seq., on behalf of Plaintiff and all others similarly situated as current and former employees of Defendant GETWELLNETWORK, INC.,

1 seeking damages, restitution and injunctive relief, including the unpaid wages and overtime wages, premium
 2 wages for missed meal and rest periods, penalties, and interest, as well as attorney's fees and costs of this
 3 litigation.

4 PARTIES

5 2. Plaintiff ERIKA KATHLEEN RICHEY (hereinafter "Plaintiff" or "Ms. Richey") is, and was
 6 at all times relevant to this action, a citizen of the State of California, a resident of Oceanside, California,
 7 and was employed by GETWELLNETWORK, INC. in the position of "Tier 2 Client Support Specialist"
 8 in the State of California in San Diego County, California, from May 20, 2019 until February 20, 2020, when
 9 she was discharged.

10 3. GETWELLNETWORK, INC. (hereinafter, "GETWELLNETWORK") is, and was at all
 11 times relevant to this action, is a foreign corporation doing business in California and County of San Diego,
 12 and employed Plaintiff and Defendant SEAN THOMPSON in San Diego County, California.
 13 GETWELLNETWORK keeps and maintains a San Diego office at 5825 Oberlin Dr., Suite 7, San Diego,
 14 California 92121. GETWELLNETWORK represents itself as a healthcare company, offering computer
 15 software solutions described as follows: "Our solutions engage patients and families, empower clinicians
 16 and deliver outcomes that matter. From inpatient to outpatient, to physician practices and urgent care clinics,
 17 to patients on the go, GetWellNetwork offers the only cross-continuum platform that performs across every
 18 care setting." GETWELLNETWORK further represents that it has more than 300 employees across the U.S.

19 4. Defendant SEAN THOMPSON (or "Mr. Thompson") is, and was at all times relevant to this
 20 action, a citizen of the State of California, a resident of San Diego County, California, and employed by
 21 GETWELLNETWORK in the position of "Director, Client Support" in San Diego County, California. In
 22 his capacity as a "Director, Client Support," Mr. Thompson was responsible for and oversaw the work of
 23 Plaintiff and all Client Support Specialists employed by GETWELLNETWORK in the State of California
 24 and is being sued in his capacity as a Director of GETWELLNETWORK, and is personally liable under
 25 Labor Code § 558.1 as a natural person who is an owner, director, officer, or managing agent of
 26 GETWELLNETWORK, the employer of Plaintiff and the Class (defined *infra*) of Client Support Specialists
 27 employed by GETWELLNETWORK in the State of California.
 28

5. Plaintiff is unaware of the true names and capacities of the defendants sued herein as DOES

1 through 100, and therefore sues these defendants by such fictitious names. Plaintiff alleges on information and belief that at all relevant times each of the DOE defendants was responsible in some manner for the acts, omissions and occurrences herein alleged and Plaintiff's damages were proximately caused thereby. Plaintiff will amend this complaint to allege the true names and capacities of the DOE defendants after they have been ascertained. Plaintiff is informed and believe, and based thereon allege, that the this Court has both subject matter and personal jurisdiction over DOES 1 through 100, inclusive, and that venue is proper in this Court with respect to those defendants. Any reference made to GETWELLNETWORK and Mr. Thompson (collectively hereinafter referred to as "Defendants"), by specific name or otherwise, individually or collectively, is also a reference to the actions or inactions of DOES 1 through 100, inclusive.

6. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times, Defendants and DOES 1 through 100, inclusive, were the owners, directors, officers, agents, representatives, partners, shareholders, and related or affiliated entities of GETWELLNETWORK, and/or natural persons who are the owners, directors, officers, or managing agents of GETWELLNETWORK, Plaintiff's employer, and in doing the things hereinafter mentioned, were acting in the course and scope of their agency, employment, relationship or retention with the permission, consent, authority and ratification of Defendants. Plaintiff is presently unaware of the true names and identities of those defendants fictitiously sued herein as DOES 1 through 100.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action under Code of Civil Procedure § 410.10 and venue is proper in this Court under Code of Civil Procedure §§ 395(a) and 395.5, because the GETWELLNETWORK is qualified and registered to do business in California, and in fact does business, in San Diego County, California, Defendant Sean Thompson is a citizen of the State of California and is employed in San Diego County, California, and Plaintiff is also a citizen of the State of California and resides in this judicial district.

8. Further, this action does not qualify for federal jurisdiction because this action qualifies for the local controversy exception under 28 U.S.C. § 1332(d)(4)(A) because (1) more than two-thirds, if not all, of the proposed Class consists of California citizens, (2) Defendant Sean Thompson is also a citizen of the State of California, (3) all the damages occur within the State of California, and (4) within the past three

1 years, no competing class action has been filed.

2 FACTUAL ALLEGATIONS

3 9. Commencing in May 20, 2019, Ms. Richey was employed by GETWELLNETWORK in the
4 position of “Tier 2 Client Support Specialist,” and reported to Defendant Sean Thompson, Director, Client
5 Support, also employed by GETWELLNETWORK.

6 10. At all relevant times, persons employed by GETWELLNETWORK in a Client Support
7 Specialist position in California were not compensated at a rate no less than one and a half times their
8 regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek,
9 and were improperly classified as salaried employees, exempt from overtime pay. Persons employed by
10 GETWELLNETWORK in a Client Support Specialist position in California were not and are not properly
11 exempt from overtime pay under any exemption, either the executive exemption contained in Wage Order
12 4–2001, Section 1(A)(1), or the administrative exemption contained in Wage Order 4–2001, Section 1(A)(2),
13 or the professional exemption contained in Wage Order 4–2001, Section 1(A)(3), (codified at 8 Cal.Code
14 Regs., tit. 8, § 11040(1)(A)). Specifically, persons employed by GETWELLNETWORK in a Client Support
15 Specialist position in California were not and are not properly exempt under the executive exemption
16 because they are not employed to manage the affairs of a recognized subdivision or unit of
17 GETWELLNETWORK or GETWELLNETWORK’s healthcare customers; they do not customarily and
18 regularly direct the work of two or more other employees of GETWELLNETWORK or the employees of
19 GETWELLNETWORK’s healthcare customers; and they do not have the authority to hire or fire other
20 employees of GETWELLNETWORK or the employees of GETWELLNETWORK’s healthcare customers.
21 8 Cal.Code Regs., tit. 8, § 11040(1)(A)(1). Further, persons employed by GETWELLNETWORK in a
22 Client Support Specialist position in California were not and are not properly classified as exempt under the
23 administrative exemption because their job duties are not directly related to the management or general
24 business operations of GETWELLNETWORK or GETWELLNETWORK’s healthcare customers; and they
25 do not customarily and regularly exercise discretion and independent judgment in carrying out job duties
26 as to matters of significant to GETWELLNETWORK’s business because they are engaged in production
27 aspects of GETWELLNETWORK’s business as opposed to administrative functions of
28 GETWELLNETWORK’s business and they do not have the authority or power to make an independent

choice with respect to matters of significance. *Id.* § 11040(1)(A)(2). Lastly, persons employed by GETWELLNETWORK in a Client Support Specialist position in California were not and are not properly exempt under the professional exemption because they are not primarily engaged in an occupation commonly recognized as a learned or artistic profession; they are not required to have any specific degree or license or training, as any university or college degree will suffice; and they are not licensed by the State of California and primarily engaged in the practice of law, medicine, dentistry, optometry, architecture, engineering, teaching, or accounting. *Id.* § 11040(1)(A)(3). Each of the exemptions - administrative, executive and professional - require that the employee be “primarily engaged in” the duties which meet the test for the exemption. The term “primarily engaged in” means that more than one-half of the employee’s work time must be spent engaged in exempt work and differs substantially from the federal test which simply requires that the “primary duty” of the employee falls within the exempt duties. At all relevant times, persons employed by GETWELLNETWORK in a Client Support Specialist position in California were not and are not properly classified as exempt under any exemptions - administrative, executive and professional - because they are not and were not primarily engaged in the duties which meet the test for any exemption, i.e. they did not spend more than one-half of their work time engaged in exempt work. Plaintiff is informed and believes, and based upon that information and belief alleges that Defendants knew or should have known that Plaintiff and the other Class members did not qualify as exempt from overtime pay and purposely elected not to pay them for their overtime labor.

11. Plaintiff is informed and believes, and based upon that information and belief alleges that Defendants, at all relevant times to this action, classified all persons employed by GETWELLNETWORK in a Client Support Specialist position in California as computer software employees under Labor Code § 515.5. Labor Code § 515.5 provides that certain computer software employees are exempt from the overtime requirements set forth in Labor Code § 510 if certain criteria are met. One of the criteria of Labor Code § 515.5 is that the employee’s annual salary or hourly rate of pay is not less than the statutorily specified rate, which the IR department is responsible for adjusting October 1st of each year to be effective on January 1st of the following year by an amount equal to the percentage increase in the California Consumer Price Index for Urban Wage Earners and Clerical Workers. Labor Code, § 515.5(a)(4). In 2020, certain computer software employees may be exempt from overtime only if they are paid at least \$46.55 per

1 hour or an annual salary of at least \$96,968.33 (or \$8,080.70 per month) under Labor Code, § 515.5(a)(4).
2 In accordance with Labor Code Section 515.5(a)(4), the IR department adjusted the computer software
3 employee's minimum hourly rate of pay exemption from \$45.41 to \$46.55, the minimum monthly salary
4 exemption from \$7,883.62 to \$8,080.71, and the minimum annual salary exemption from \$94,603.25 to
5 \$96,968.33 effective January 1, 2020, reflecting the 2.5% increase in the California Consumer Price Index
6 for Urban Wage Earners and Clerical Workers. During her employment, Ms. Richey was not paid the
7 minimum annual salary amount in order to qualify as exempt from overtime pay as computer software
8 employees under Labor Code § 515.5. Additionally, upon information and belief, Plaintiff alleges that none
9 of the persons employed by GETWELLNETWORK in a Client Support Specialist position in California
10 were not paid and are not paid the minimum annual salary amount in order to qualify as exempt from
11 overtime pay as computer software employees under Labor Code § 515.5 during the Class Period (defined
12 *infra*).

13 12. During her employment, Ms. Richey began to suffer from a lower back condition aggravated
14 by sitting for prolonged periods of time during the times working for GETWELLNETWORK. On or about
15 December 6, 2019, Ms. Richey obtained the written opinion of her medical provider, Jason Kullmann, D.C.,
16 that in order to slow the progression of her condition and avoid relapses, her medical provider recommended
17 that she be able to stand at her workstation during the times working for GETWELLNETWORK and that
18 she utilize a stand-up desk during the times working for GETWELLNETWORK, which she provided to
19 GETWELLNETWORK.

20 13. On December 10, 2019, Ms. Richey sent her accommodation request to
21 GETWELLNETWORK by sending an email to Tula Pisano, Sr. Human Resources Operations Manager,
22 attaching a copy of Dr. Kullmann's December 6, 2019 written medical opinion of Ms. Richey. On
23 December 10, 2019, Ms. Pisano received Ms. Richey's written request that she be provided a stand-up desk
24 during the times working for the Company and responded by instructing Ms. Richey that her accommodation
25 request was to be "initiated and coordinated with Cigna via an ADA accommodation request." On
26 December 11, 2019, Cigna confirmed receipt of Ms. Richey's accommodation request with a statement
27 entitled "Acknowledgment of Request for Leave Eligibility Notice - Erika K Richey," which was either
28 reported by GETWELLNETWORK as an accommodation under the ADA or Cigna interpreted the request

1 as “Erika K Richey’s request on 12/11/2019 for an accommodation under the ADA.”

2 14. On January 7, 2020, Cigna FML Leave Manager, Bryan McCray, on behalf of
3 GETWELLNETWORK, gave notice to Ms. Richey that the Company denied her accommodation request
4 for a stand-up desk and failed to participate in a timely good-faith interactive process with Ms. Richey to
5 determine whether a reasonable accommodation could be made, by summarily stating, “Your employer has
6 denied this accommodation request and we have notified your employee of this decision in writing.”

7 15. On January 16, 2020, Ms. Pisano was informed of Cigna’s denial of Ms. Richey’s
8 accommodation request for a stand-up desk without participating in a timely good-faith interactive process
9 with Ms. Richey to determine whether a reasonable accommodation could be made. When Ms. Richey
10 complained, Ms. Pisano noted that “the paperwork can be a little time-consuming but it is a requirement
11 under our ADA policy,” and thereafter, did not without participating in a timely good-faith interactive
12 process with Ms. Richey to determine whether a reasonable accommodation could be made and let stand
13 Cigna’s denial of Ms. Richey’s request for a stand-up desk. On February 20, 2020, Mr. Thompson
14 discharged Ms. Richey in retaliation of her request for a reasonable accommodation and before participating
15 in a timely good-faith interactive process with Ms. Richey.

16 16. Employers are prohibited from discharging employees on the basis of their physical disability
17 or medical condition under the California Fair Employment and Housing Act (“FEHA”), Cal. Gov. Code
18 §§ 12940(a), 12941. *See also, Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 638
19 (“The broad purpose of the FEHA is to safeguard an employee’s right to seek, obtain, and hold employment
20 without experiencing discrimination on account of race, religious creed, color, national origin, ancestry,
21 physical handicap, medical condition, marital status, sex, or age.”)

22 17. “[T]he duty of an employer to provide reasonable accommodation for an employee with a
23 disability is broader under the FEHA than under the ADA.” *Bagatti v. Department of Rehabilitation* (2002)
24 97 Cal.App.4th 344, 362. “Under the FEHA, ‘reasonable accommodation’ means ‘a modification or
25 adjustment to the workplace that enables the employee to perform the essential functions of the job held or
26 desired.’ ” *Cuiellette v. City of Los Angeles* (2011) 194 Cal.App.4th 757, 766; *see, CACI No. 2542*.
27 Reasonable accommodations include “[m]aking the workplace readily accessible to and usable by employees
28 with disabilities” and “[m]odifying or providing equipment or devices.” *CACI No. 2542*.

1 18. Prior to filing this action, Ms. Richey has exhausted all administrative remedies required by
2 law to assert claims for violation of FEHA, including disability discrimination for GETWELLNETWORK's
3 failure to engage in a good-faith interactive process to reasonably accommodate Ms. Richey's disability, i.e.
4 physical or medical condition, and for a failure to reasonably accommodate Ms. Richey's disability, i.e.
5 physical or medical condition, and has received a "Right to Sue" letter from the California Department of
6 Fair Employment and Housing.

7 19. Approximately a week before her discharge, Ms. Richey told Mr. Thompson that she didn't
8 want to be in a position where she had to lie to GETWELLNETWORK's customers because Mr. Thompson
9 was pushing out software updates without notice or prior approval of GETWELLNETWORK's customers
10 and was not allowing GETWELLNETWORK's customers to perform the change control process. The day
11 he discharged Ms. Richey, Mr. Thompson clearly stated to Ms. Richey that he didn't like being challenged
12 by her statements about the software updates.

13 20. In an effort to hide the reasons for the February 20, 2020 discharge of Ms. Richey,
14 GETWELLNETWORK falsely asserted to its customers and reported to a credit reporting agency that Ms.
15 Richey had "retired" as a reason why she was no longer employed by GETWELLNETWORK. Additionally,
16 GETWELLNETWORK stated other reasons for the February 20, 2020 discharge of Ms. Richey into her
17 employee file. Moreover, GETWELLNETWORK's reasons for the February 20, 2020 discharge of Ms.
18 Richey inserted into her employee file were not required by GETWELLNETWORK's personnel policies
19 and procedures, and thus, were pre-textual. An internal email of Peter J. Keating, SVP, Chief People Officer,
20 sent to others at company sent on February 19, 2020 regarding the decision to "terminate" Ms. Richey
21 demonstrates that the decision was based upon subjective beliefs about her future performance and her
22 discharge was not required by GETWELLNETWORK's written personnel policies and procedures, and
23 actual practices, because she failed a phishing test. GETWELLNETWORK's personnel policies and
24 procedures prohibit the termination of employees for making accommodation requests for their physical and
25 medical conditions and do not require the discharge of an employee who fails a phishing test, but
26 GETWELLNETWORK did not follow such personnel policies and procedures in discharging Ms. Richey.

27 21. As part of her employment with GETWELLNETWORK, Plaintiff was required to sign a
28 written employment contract, which she did sign on May 13, 2019. This contract, set in writing, put forward

1 the terms and conditions of Plaintiff's employment with GETWELLNETWORK. This contract incorporated
 2 by reference GETWELLNETWORK's personnel policies and procedures, which included a program of
 3 progressive discipline through which GETWELLNETWORK created self-imposed limitations on any
 4 discharge or discipline of an employee. These written policies and procedures, and actual practices, expressly
 5 limited the grounds for discharge and created self imposed mandatory pre-termination steps and procedures.
 6 Plaintiff reasonably expected to be protected by, and to benefit from, these policies, procedures and practices
 7 before any discharge occurred. Plaintiff also expected, based upon the written policies and procedures, and
 8 actual practices of GETWELLNETWORK, to be protected by a thorough, good faith and fair and complete
 9 investigation before any discipline or discharge by Defendants. These policies, procedures and practices
 10 created Plaintiff's reasonable belief that Plaintiff could only be discharged for good cause in accordance with
 11 such policies, procedures and practices. GETWELLNETWORK did not follow such policies, procedures
 12 and practices before disciplining and discharging Plaintiff from her employment with
 13 GETWELLNETWORK.

14 22. Defendants, and each of them, negligently and recklessly hired, employed, supervised,
 15 disciplined and trained its managers, supervisors, directors, employees and agents who failed to prevent or
 16 timely stop the retaliation complained of herein. Defendants, and each of them, had actual and constructive
 17 notice of these complained of acts; prior wrongful and retaliatory acts against Plaintiff and others who
 18 complained of wage theft; Defendants' prior negligent and reckless failure to prevent and timely stop such
 19 conduct; and Defendants' negligent and intentional failure to take effective action to prevent the complained
 20 of retaliation.

21 23. Defendants, and each of them, intentionally and negligently breached their duty to prevent
 22 and stop retaliation by failing to hire, train, discipline and provide competent supervisors, make and enforce
 23 rules, give proper and effective orders and discipline, direction, and training, select and employ appropriate
 24 persons, and select, train and supervise employees and agents with due care.

25 24. Defendants, and each of them, intentionally and negligently failed to instruct their agents and
 26 employees to refrain from retaliation; unreasonably failed to adopt rules, policies, and regulations designed
 27 to prevent retaliation from occurring; unreasonably employed persons they knew, or should have known,
 28 to be engaged in retaliation; failed to properly supervise its employees to prevent these illegal acts from

1 occurring; stood by and took no effective action when they knew, or should have known, they were
 2 occurring; failed to prevent these acts when they could have reasonably been prevented; authorized,
 3 encouraged and then ratified the acts complained of herein.

4 25. Said retaliation and wrongful discharge, did directly and proximately cause economic injury
 5 and damage to Plaintiff. Additionally, Plaintiff has been subjected to mental anguish and emotional distress
 6 because of the retaliation and wrongful discharge complained of herein.

7 CLASS ACTION ALLEGATIONS

8 26. This action has been brought and may be maintained as a class action under Code of Civil
 9 Procedure § 382 because the proposed class is easily ascertainable and there is a well-defined community
 10 of interest in the litigation, as described further below.

11 27. Plaintiff brings this action on behalf of herself and all other persons similarly situated
 12 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class of persons defined as follows:

13 All persons employed by Getwellnetwork, Inc. in a Client Support Specialist position in the
 14 State of California ("Class") at any time commencing on the date four (4) years prior to the
 filing of this Complaint and through the date of trial (the "Class Period").

15 Defendants and their officers, directors, and managing agents are excluded from the Class. Plaintiff is
 16 informed and believes that over two-thirds of the Class are citizens of the State of California. Plaintiff
 17 reserves the right under California Rule of Court 3.765 to amend or modify the Class definition and Class
 18 Period with greater particularity or further division into subclasses or limitation to particular issues as
 19 warranted as additional facts are discovered by Plaintiff during her future investigations.

20 28. This action is properly maintainable as a class action. Although Plaintiff does not, as yet,
 21 know the exact size of the Class, based upon GETWELLNETWORK's representations and the nature of
 22 its business, Plaintiff believes that there are numerous Class members. Thus, the Class is sufficiently
 23 numerous to make joinder impracticable. The disposition of the claims of the members of the Class through
 24 this class action will benefit both the parties and this Court. In addition, the Class is readily identifiable from
 25 information and employment records in the possession of GETWELLNETWORK.

26 29. There is a well-defined community of interest in the questions of law and fact involved
 27 affecting the parties to be represented. The questions of law and fact to the Class predominate over
 28 questions which may affect individual Class members, including the following:

- a. Whether Defendants properly classified Plaintiff and other members of the Class as exempt from overtime compensation;
- b. Whether Plaintiff and other members of the Class worked more than eight (8) hours in a day or more than forty (40) hours in a week without overtime compensation;
- c. Whether Defendants failed to pay Plaintiff and other members of the Class for their overtime labor;
- d. Whether Defendants failed to pay Plaintiff and other members of the Class wages and overtime wages timely and all wages owed upon discharge or resignation;
- e. Whether Defendants failed to provide meal and/or rest periods to Plaintiff and other members of the Class;
- f. Whether Defendants failed to record and/or provide Plaintiff and other members of the Class accurate itemized wage statements;
- g. Whether Defendants' conduct violates the Labor Code;
- h. Whether Defendants' conduct violates Industrial Welfare Commission Wage Order No. 4-2001; and
- i. Whether Defendants' conduct is unlawful and/or unfair constituting violations of Business and Professions Code §§ 17200, et seq.

30. Plaintiff's and the other Class members' claims for restitution and damages arise from their employment by GETWELLNETWORK and were caused by Defendants' denial and failure to provide regular and overtime wages, failure to provide meal and rest periods (and their nonpayment of premium wages in exchange therefore), failure to pay for all hours worked, failure to pay for all wages owed upon termination, and failure to provide accurate itemized wage statements. Since Plaintiff's and the other Class members' claims are all derived from a common nucleus of operative facts, Plaintiff asserts claims that are typical of the claims of the Class since she, at all material times mentioned herein, was employed by GETWELLNETWORK as a "Tier 2 Client Support Specialist" in the State of California; worked more than eight (8) hours in any given day and more than forty (40) hours in any given week; did not receive compensation for all hours worked, including overtime compensation, meal periods, or rest periods; did not receive itemized wage statements; and was not paid all wages owed upon discharge.

31. Plaintiff will fairly and adequately protect the interests of the other Class members. Plaintiff has no interest that is contrary to or in conflict with those members of the Class she seeks to represent. Furthermore, Plaintiff has retained counsel experienced and competent in the prosecution of complex class action litigation involving the Labor Code violations alleged herein to further ensure such protection and

1 Plaintiff intends to prosecute this action vigorously.

2 32. The prosecution of separate actions by individual members of the Class would create a risk
3 of inconsistent or varying adjudications with respect to individual members of the Class, which would
4 establish incompatible standards of conduct for the party opposing the Class and would lead to repetitious
5 trials of the numerous common questions of fact and law. Plaintiff knows of no difficulty that will be
6 encountered in the management of this litigation that would preclude its maintenance as a class action. As
7 a result, a class action is far superior to other available methods for the fair and efficient adjudication of this
8 controversy.

9 33. Notice to the members of the Class may be made by e-mail or first-class mail because all
10 members of the Class have been individually identified by GETWELLNETWORK and all members of the
11 Class can be individually identified through access to GETWELLNETWORK's employment records.

12 34. Plaintiff and the other Class members have suffered irreparable harm and damages as a result
13 of Defendants' wrongful conduct as alleged herein. Absent a representative action, Plaintiff and the other
14 Class members will continue to suffer losses, thereby allowing these violations of law to proceed without
15 remedy, and allowing Defendants to retain the proceeds of their ill-gotten gains.

16 35. In addition, Defendants have acted or refused to act on grounds generally applicable to the
17 Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

18 **FIRST CAUSE OF ACTION**

19 **[Disability Discrimination-Failure to Engage in Interactive Process (Cal. Gov. Code § 12940(n))]**
20 **(On Behalf of Plaintiff Against GETWELLNETWORK)**

21 36. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this
22 complaint as if fully set forth herein.

23 37. In California, it is a violation of public policy for an employer to fail to engage in a good-faith
24 interactive process to determine whether reasonable accommodation can be made for an employee's medical
25 condition.

26 38. GETWELLNETWORK was at all times relevant to this action a for profit entity regularly
27 employing five or more persons and an "employer" within the meaning of Cal. Gov. Code § 12926(d).
28 Plaintiff was an employee of the GETWELLNETWORK. Plaintiff had a diagnosed chronic lower back
condition which is aggravated by sitting for prolonged periods of time that was known to the

1 GETWELLNETWORK on December 10, 2019. On December 10, 2019, she requested that
 2 GETWELLNETWORK make reasonable accommodation of her workplace at GETWELLNETWORK's
 3 San Diego office location for her diagnosed chronic lower back condition in order to slow the progression
 4 of her condition, and avoid relapses so that she would be able to continue to perform her essential job
 5 requirements while sitting for prolonged periods of time. Plaintiff was willing to participate in an interactive
 6 process to determine whether reasonable accommodation of her diagnosed chronic lower back condition
 7 which is aggravated by sitting for prolonged periods of time could be made so that she would be able to
 8 continue to perform the essential job requirements at GETWELLNETWORK's San Diego office location.

9 39. GETWELLNETWORK failed to participate in a timely good-faith interactive process with
 10 Plaintiff to determine whether reasonable accommodation could be made (and instead summarily denied her
 11 accommodation request on January 7, 2020).

12 40. Plaintiff was harmed by GETWELLNETWORK's failure to engage in a good-faith
 13 interactive process for her physical or medical condition. GETWELLNETWORK's failure to engage in a
 14 good-faith interactive process was a substantial factor in causing her harm.

15 41. As a direct and proximate result of GETWELLNETWORK's conduct in violation of Cal.
 16 Gov. Code § 12940(n), Plaintiff has suffered past and future economic damages, including but not limited
 17 to lost earnings, lost profits, and medical expenses (e.g. Overtime, Paid Sick Leave, PTO, 401K
 18 contributions, Healthcare, etc.), past and future non-economic damages, including but not limited to, mental
 19 anguish and emotional distress, and reasonable attorney's fees and costs, in amounts to be determined at the
 20 time of trial.

21 **SECOND CAUSE OF ACTION**

22 **[Disability Discrimination-Failure to Provide Reasonable Accommodation** 23 **(Cal. Gov. Code § 12940(m))]**

(On Behalf of Plaintiff Against GETWELLNETWORK)

24 42. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this
 25 complaint as if fully set forth herein.

26 43. In California, it is a violation of public policy for an employer to fail to reasonably
 27 accommodate an employee's medical condition.

28 44. GETWELLNETWORK was at all times relevant to this action an "employer" within the

1 meaning of Cal. Gov. Code § 12926(d). Plaintiff was an employee of the GETWELLNETWORK. On
 2 December 6, 2019, she had a diagnosed chronic lower back condition which is aggravated by sitting for
 3 prolonged periods of time. GETWELLNETWORK knew of her diagnosed chronic lower back condition
 4 which is aggravated by sitting for prolonged periods of time on December 10, 2019. Plaintiff was able to
 5 perform the essential duties of her current position. GETWELLNETWORK failed to provide a reasonable
 6 accommodation of her workplace at GETWELLNETWORK's San Diego office location for her physical
 7 condition by failing to provide her with a stand-up desk that can be utilized in both a sitting and standing
 8 capacity and instead summarily denied her accommodation request on January 7, 2020.

9 45. Plaintiff was harmed by GETWELLNETWORK's failure to provide reasonable
 10 accommodation for her physical or medical condition. GETWELLNETWORK's failure to provide
 11 reasonable accommodation was a substantial factor in causing her harm.

12 46. As a direct and proximate result of GETWELLNETWORK's conduct in violation of Cal.
 13 Gov. Code § 12940(m), Plaintiff has suffered past and future economic damages, including but not limited
 14 to lost earnings, lost profits, and medical expenses (e.g. Overtime, Paid Sick Leave, PTO, 401K
 15 contributions, Healthcare, etc.), past and future non-economic damages, including but not limited to, mental
 16 anguish and emotional distress, and reasonable attorney's fees and costs, in amounts to be determined at the
 17 time of trial.

18 **THIRD CAUSE OF ACTION**

19 **[Disparate Treatment—Wrongful Termination (Cal. Gov. Code, § 12940(a))]** 20 **(On Behalf of Plaintiff Against GETWELLNETWORK)**

21 47. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this
 22 complaint as if fully set forth herein.

23 48. In California, disparate treatment occurs when an employer treats an employee less favorably
 24 than others because of employee's protected status. GETWELLNETWORK was at all times relevant to this
 25 action an "employer" within the meaning of Cal. Gov. Code § 12926(d) and, as such, was barred from
 26 failing to engage in interactive process and failing to reasonably accommodate Plaintiff's medical condition
 27 as set forth in Cal. Gov. Code § 12940.

28 49. Plaintiff was employed by GETWELLNETWORK. Plaintiff requested a reasonable
 accommodation for her medical condition. Thereafter, GETWELLNETWORK discharged Plaintiff.

1 GETWELLNETWORK's failure to engage in interactive process and GETWELLNETWORK's failure to
 2 reasonably accommodate Plaintiff's medical condition was a substantial motivating reason for Plaintiff's
 3 discharge. Plaintiff was harmed by such conduct because she was discharged by GETWELLNETWORK
 4 from her employment.

5 50. As a direct and proximate result of GETWELLNETWORK's conduct in violation of Cal.
 6 Gov. Code § 12940(a), Plaintiff has suffered and is entitled to recover past and future economic damages,
 7 including but not limited to lost past and future wages and benefits, and past and future non-economic
 8 damages, including but not limited to, mental anguish and emotional distress, and reasonable attorney's fees
 9 and costs, in amounts to be determined at the time of trial.

10 51. In doing the things herein alleged, GETWELLNETWORK is guilty of oppression, fraud
 11 and/or malice toward Plaintiff, because, among other things, it acted with a willful and conscious disregard
 12 of Plaintiff's rights by discharging her in contravention of a fundamental public policy. Insofar as the things
 13 alleged were attributable to employees of GETWELLNETWORK, said employees were employed by
 14 GETWELLNETWORK with knowledge of the unfitness of the employees and/or they acted with a
 15 conscious disregard for the rights of Plaintiff and/or GETWELLNETWORK authorized or ratified their
 16 wrongful conduct and/or there was advance knowledge, conscious disregard, authorization, ratification or
 17 act of oppression, fraud or malice on the part of an officer, director or managing agent of
 18 GETWELLNETWORK. By such conduct, Plaintiff is entitled to the recovery of exemplary and punitive
 19 damages.
 20

21 **FOURTH CAUSE OF ACTION**
 22 **[Wrongful Termination in Violation of Public Policy]**
 23 **(On Behalf of Plaintiff Against All Defendants)**

24 52. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this
 25 complaint as if fully set forth herein.

26 53. The policy against discrimination in employment on the basis of prohibited characteristics,
 27 including a physical or medical condition, "inures to the benefit of the public" because any type of
 28 "invidious discrimination foments strife and unrest." *City of Moorpark v. Sup.Ct. (Dillon)* (1998) 18 Cal.4th
 1143, 1160 (internal quotes omitted). Disability discrimination can form the basis of a common-law action
 for wrongful discharge. *Id.*

54. Plaintiff was employed by GETWELLNETWORK. Plaintiff requested a reasonable accommodation for her medical condition. Thereafter, Defendants discharged Plaintiff. Defendants' failure to engage in interactive process and Defendants' failure to reasonably accommodate Plaintiff's medical condition was a substantial motivating reason for Plaintiff's discharge. Additionally, Plaintiff's failure to participate in unlawful activities as directed by Defendant Sean Thompson was a substantial motivating reason for Plaintiff's discharge. Plaintiff was harmed by such conduct because she was discharged by Defendants from her employment with GETWELLNETWORK.

55. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and is entitled to recover past and future economic damages, including but not limited to lost past and future wages and benefits, and past and future non-economic damages, including but not limited to, mental anguish and emotional distress, and reasonable attorney's fees and costs, in amounts to be determined at the time of trial.

56. In doing the things herein alleged, GETWELLNETWORK is guilty of oppression, fraud and/or malice toward Plaintiff, because, among other things, it acted with a willful and conscious disregard of Plaintiff's rights by discharging her in contravention of a fundamental public policy. Insofar as the things alleged were attributable to employees of GETWELLNETWORK, said employees were employed by GETWELLNETWORK with knowledge of the unfitness of the employees and/or they acted with a conscious disregard for the rights of Plaintiff and/or GETWELLNETWORK authorized or ratified their wrongful conduct and/or there was advance knowledge, conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of an officer, director or managing agent of GETWELLNETWORK. By such conduct, Plaintiff is entitled to the recovery of exemplary and punitive damages in amounts to be determined at the time of trial.

FIFTH CAUSE OF ACTION
[Breach of Implied Covenant of Good Faith and Fair Dealing]
 (On Behalf of Plaintiff Against All Defendants)

57. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this complaint as if fully set forth herein.

58. As part of her employment with the GETWELLNETWORK, Plaintiff was required to sign a written employment contract, which she did sign on May 13, 2019. This contract, set in writing, put forward the terms and conditions of Plaintiff's employment with the GETWELLNETWORK. This contract

1 incorporated by reference the GETWELLNETWORK's personnel policies and procedures, which prohibits
2 GETWELLNETWORK from subjecting Plaintiff to unfair, arbitrary, or unlawful treatment and retaliation.

3 59. In every employment contract, there is an implied promise of good faith and fair dealing. This
4 implied promise means that neither the employer nor the employee will do anything to unfairly interfere with
5 the right of the other to receive the benefits of the employment relationship. Good faith means honesty of
6 purpose without any intention to mislead or to take unfair advantage of another. Generally speaking, it means
7 being faithful to one's duty or obligation. However, the implied promise of good faith and fair dealing
8 cannot create obligations that are inconsistent with the terms of the contract. Plaintiff's employment contract
9 with GETWELLNETWORK includes an implied covenant of good faith and fair dealing, which prohibits
10 GETWELLNETWORK from subjecting Plaintiff to unfair, arbitrary, or unlawful treatment.

11 60. Defendants' failure to engage in interactive process and Defendants' failure to reasonably
12 accommodate the Plaintiff's disability prevented Plaintiff from receiving the benefits of Plaintiff's
13 employment contract with GETWELLNETWORK. Additionally, Plaintiff's failure to participate in
14 unlawful activities as directed by Defendant Sean Thompson prevented Plaintiff from receiving the benefits
15 of Plaintiff's employment contract with GETWELLNETWORK. By such conduct, Defendants did not act
16 fairly and in good faith. Plaintiff was harmed by such conduct because she was discharged by Defendants
17 from her employment with GETWELLNETWORK.

18 61. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered past and future
19 economic damages, in an amount to be determined at the time of trial.

20 **SIXTH CAUSE OF ACTION**

21 **[Failure to Pay Regular and Overtime Wages in Violation of the Cal. Labor Code]** 22 **(On Behalf of Plaintiff and the Class Against All Defendants)**

23 62. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this
24 complaint as if fully set forth herein.

25 63. Pursuant to Labor Code § 204, among other authority, all wages, other than those mentioned
26 in Labor Code §§ 201, 202, 204.1, or 204. 2, earned by any person in any employment are due and payable
27 twice during each calendar month, on days designated in advance by the employer as the regular paydays.
28 Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between
the 16th and the 26th day of the month during which the labor was performed, and labor performed between

1 the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day
2 of the following month. Moreover, all wages earned for labor in excess of the normal work period shall be
3 paid no later than the payday for the next regular payroll period. Furthermore, pursuant to Labor Code §
4 218, a wage claimant may sue directly or through an assignee for any wages or penalty due him or her under
5 the Labor Code or relevant Wage Order.

6 64. Labor Code § 510 provides that employees in California shall not be employed more than
7 eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional
8 compensation beyond their regular wages in amounts specified by law.

9 65. Labor Code § 1194 establishes an employee's right to recover unpaid overtime compensation,
10 interest thereon, together with the costs of suit, and attorneys fees. Labor Code § 1198 states that the
11 employment of an employee for longer hours than those fixed by the Industrial Welfare Commission
12 ("IWC") is unlawful. Specifically, for hours worked in excess of 8 hours in a day, Plaintiff and the other
13 Class members were entitled to and are owed overtime wages calculated at 1½ times their regular hourly
14 rate in excess of 8 hours and up to and including 12 hours, and calculated at 2 times their regular hourly rate
15 for daily hours in excess of 12 hours; and/or for hours worked in excess of 40 hours in a workweek,
16 calculated at 1½ times their regular hourly rate for weekly hours in excess of 40 hours.

17 66. Defendants have intentionally and improperly designated Plaintiff and the other Class
18 members as exempt employees to avoid payment of overtime wages and other benefits in violation of the
19 Labor Code and Industrial Welfare Commission requirements.

20 67. In violation of said sections of the Labor Code, the applicable IWC Wage Orders, and the
21 applicable regulations, Defendants, and each of them, have failed to pay Plaintiff and the other Class
22 members the full amount of their wages due for their labor.

23 68. An employee who works during a meal period must be paid for all time worked during the
24 meal period and be compensated for all hours worked with payment of the appropriate overtime premium
25 if work performed during a meal period results in accrual of daily or weekly overtime. On those occasions
26 in which meal periods were not being provided or taken and the employee's total daily time worked did not
27 exceed eight (8) hours and total weekly time worked had not exceeded 40 hours, this resulted in a failure
28 to pay regular wages earned by Plaintiff and the other Class members during meal periods were not being

provided or taken. On those occasions in which meal periods were not being provided or taken and/or the employee's total daily time worked exceeded eight (8) hours or total weekly time worked exceeded 40 hours, this resulted in a failure to pay overtime wages earned by Plaintiff and the other Class members during meal periods were not being provided or taken.

69. On those occasions in the employee's total daily time worked exceeded eight (8) hours or total weekly time worked exceeded 40 hours, this resulted in a failure to pay overtime wages earned by Plaintiff and the other Class members.

70. On those occasions in the employee's total daily time worked exceeded eight (8) hours or total weekly time worked exceeded 40 hours and the employee was paid overtime wages on a quarterly basis, if any, this resulted in a failure to timely pay overtime wages earned by Plaintiff and the other Class members.

71. As a direct and proximate result of Defendants' unlawful failure to pay such compensation to Plaintiff and the other Class members for their labor, Plaintiff and the other Class members have suffered, and will continue to suffer, damages in amounts to be determined at the time of trial.

72. As a direct and proximate result of Defendants' unlawful failure to pay such compensation to Plaintiff and the other Class members for their labor, Plaintiff and the other Class members are entitled to recovery of regular and overtime compensation according to proof, statutory penalties, interest, and reasonable attorney's fees and costs pursuant to Labor Code §§ 218, 218.5, 218.6, 226, 510, 558, 1194, and 1197.1, the applicable IWC Wage Orders, and the applicable regulations, in amounts to be determined according to proof at the time of trial.

SEVENTH CAUSE OF ACTION

[Failure to Provide Meal Periods and Rest Periods - Violation of Cal. Labor Code §§ 226.7 & 512]
(On Behalf of Plaintiff and the Class Against All Defendants)

73. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this complaint as if fully set forth herein.

74. In California, an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes in which the employee is relieved of all duty and employer control and is not required to remain at the work site or facility during the meal period under Labor Code §§ 226.7 and 512. If the employer

requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. Labor Code § 226.7 provides that if an employer fails to provide an employee with such a meal period, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each five (5) hours of work where an uninterrupted thirty (30) minute meal period is not provided. Additionally, during the time when the employee is not relieved of all duty during his or her uninterrupted thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period that is counted as hours worked which must be compensated at the employee's regular rate of pay.

75. At all times relevant hereto, Plaintiff and the other Class members have worked for Defendants more than five (5) hours in a workday. At all relevant times hereto, because Plaintiff and the other Class members were improperly classified as exempt from overtime pay and meal periods, Defendants had no policy to provide proper meal periods to Plaintiff and the other Class members during the Class Period. Additionally, at all relevant times hereto, Defendants failed to properly schedule, make available and/or provide proper meal periods to Plaintiff and the other Class members during the Class Period and/or required Plaintiff and the other Class members to remain at the work site or facility during any meal period provided, if any, during the Class Period. Plaintiff and the other Class members regularly work and have worked in excess of five (5) hours a day without being afforded an uninterrupted thirty (30) minute meal period in which they were relieved of all duties or employer control as required by Labor Code §§ 226.7 and 512. Thus, Defendants intentionally and improperly denied meal periods to Plaintiff and the other Class members during the Class Period in violation of Labor Code §§ 226.7 and 512. Additionally, on those occasions when Defendants failed to provide uninterrupted thirty (30) minute meal periods in which they were relieved of all duties or employer control to Plaintiff and the other Class members, Defendants failed to pay Plaintiff and the other Class members one (1) additional hour of pay at the employee's regular rate of pay for each workday that the meal period was not provided, as required Labor Code § 226.7.

76. In California, the IWC Wage Orders require that employers must authorize and permit nonexempt employees to take a rest period that must, insofar as practicable, be taken in the middle of each work period. The rest period is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four hour work period, or major fraction thereof. The Division of Labor Standards Enforcement (DLSE) considers anything more than two hours to be a "major fraction" of

four. Labor Code § 226.7 provides that employers shall authorize and permit employees to take “rest periods at the rate often (10) minutes net rest time per four (4) hours of work.” If an employer does not authorize or permit a rest period, the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of pay for each workday that the rest period is not provided under Labor Code § 226.7.

77. At all times relevant hereto, Plaintiff and the other Class members have worked for Defendants more than four (4) hours in a workday during the Class Period. Because Plaintiff and the other Class members were improperly classified as exempt from overtime pay and rest periods, Defendants had no policy to authorize or permit rest periods to Plaintiff and the other Class members during the Class Period. Additionally, Defendants have failed to properly schedule, make available and/or provide rest periods to Plaintiff and the other Class members during the Class Period. Thus, Defendants have intentionally and improperly denied rest periods to Plaintiff and the other Class members during the Class Period in violation of Labor Code § 226.7. Additionally, on those occasions when Defendants failed to authorize or provide rest periods to Plaintiff and the other Class members, Defendants failed to pay Plaintiff and the other Class members one (1) additional hour of pay at the employee’s regular rate of pay for each workday that the rest period was not provided, as required by Labor Code § 226.7.

78. As a result of Defendants’ violations of Labor Code and Defendants’ unlawful failure to provide meal and rest periods to Plaintiff and the other Class members, Plaintiff and the other Class members have suffered, and will continue to suffer, damages, in amounts to be determined according to proof at the time of trial.

79. As a result of Defendants’ violations of Labor Code and Defendants’ unlawful failure to provide meal and rest periods to Plaintiff and the other Class members, Plaintiff and the other Class members are entitled to recover one (1) additional hour of pay at the employee’s regular rate of pay for each workday that meal period and the rest period were not provided, and an award of reasonable attorney’s fees and costs pursuant to Labor Code §§ 226.7 and 512.

EIGHTH CAUSE OF ACTION

[Failure to Pay all Wages Owed Upon Termination - Violation of Cal. Labor Code § 203]
(On Behalf of Plaintiff and the Class Against All Defendants)

80. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this complaint as if fully set forth herein.

1 81. Labor Code § 201 requires an employer who discharges an employee to pay all compensation
2 due and owing to that employee immediately upon discharge. Labor Code § 202 requires an employer to
3 pay all compensation due and owing to an employee who resigns within seventy-two (72) hours of that
4 employee resignation, unless the employee provides at least seventy-two (72) hours' notice of resignation,
5 in which case all compensation is due at the end of the employee's final day of work. Labor Code § 203
6 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor
7 Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee
8 shall continue as a penalty from the date due at the same rate until paid up to a maximum thirty (30) day
9 period.

10 82. Commencing from at least three (3) years prior to the filing of this action, Defendants have
11 had a consistent and uniform policy, procedure and practice of willfully failing to pay all "wages" as defined
12 as Labor Code § 200 owed to Plaintiff and other Class members who are former employees at the time of
13 their discharge or resignation, including, but not limited to, straight time, overtime, vacation time, and other
14 wages earned and remaining uncompensated.

15 83. Commencing from three (3) years prior to the filing of this action, Plaintiff and certain other
16 Class members were discharged from or quit their employment with GETWELLNETWORK.
17 GETWELLNETWORK failed to pay Plaintiff and certain other Class members all "wages" as defined as
18 Labor Code § 200 owed to Plaintiff and other Class members due and owing immediately at the time of
19 their discharge or resignation with notice or within seventy-two (72) hours of their resignation without
20 notice, and failed to pay those sums for thirty (30) days thereafter.

21 84. Defendants' failure to pay wages to Plaintiff and such other Class members who were
22 discharged from or quit their employment with GETWELLNETWORK commencing from three (3) years
23 prior to the filing of this action was willful under Labor Code § 203 because there was no good faith dispute
24 that any wages due to Plaintiff and such other Class members was due and owing.

25 85. Thus, Plaintiff and such other Class members, who were discharge or quit their employment
26 with GETWELLNETWORK commencing three (3) year prior to the filing of this action, are entitled to
27 penalties pursuant to Labor Code § 203, measured by the daily rate of pay of Plaintiff and such other Class
28 members calculated by multiplying the daily wage by the number of days that the employee was not paid,

up to a maximum of 30 days, in amounts to be determined according to proof at the time of trial, and are entitled to an award of reasonable attorney's fees and costs.

NINTH CAUSE OF ACTION

[Failure to Properly Itemize Wage Statements - Violation of Cal. Labor Code § 226]

(On Behalf of Plaintiff and the Class Against All Defendants)

86. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this complaint as if fully set forth herein.

87. Pursuant to Labor Code § 226(a), an employer is required to furnish each of its, his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

88. During the Class Period, GETWELLNETWORK provided itemized wage statements to Plaintiff and the other Class members. Defendants, at all times relevant hereto, have failed to provide properly itemized wage statements to Plaintiff and the other Class members in violation of Labor Code § 226, by, among other things, failing to accurately state the hours actually worked, failing to accurately state the number of missed meal and rest periods, failing to accurately state the gross wages earned, and failing to accurately state the net wages earned.

89. Defendants' violations of Labor Code § 226 were not isolated and unintentional payroll errors due to clerical or inadvertent mistakes. At all times relevant hereto, Defendants' violations of Labor Code § 226 were "knowing and intentional" because Defendants knew that facts existed that brought its actions or omissions within the provisions of section Labor Code § 226(a) – i.e., that Defendants knew that their wage statements did not accurately state the hours actually worked, accurately state the number of missed meal and rest periods, accurately state the gross wages earned, and accurately state the net wages earned.

1 Plaintiff and the other Class members suffered and continue to suffer injury as a result of Defendants'
 2 knowing and intentional failure to comply with Labor Code § 226(a). This lawsuit, and the difficulty and
 3 expense Plaintiff and the other Class members have encountered in attempting to reconstruct their time and
 4 pay records, is evidence of the injury suffered as a result of Defendants' failure to provide itemized wage
 5 statements. Defendants' failure to provide itemized wage statements resulted in forcing Plaintiff and the
 6 other Class members to make mathematical computations to analyze whether the wages paid in fact
 7 compensated them for all hours worked.

8 90. As a result of Defendants' violations of Labor Code § 226 commencing from the one (1) year
 9 period preceding the filing of this action, Plaintiff and the other Class members are entitled to recover the
 10 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
 11 one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
 12 aggregate penalty of four thousand dollars (\$4,000), according to proof at the time of trial and are entitled
 13 to an award of reasonable attorney's fees and costs.

14 **TENTH CAUSE OF ACTION**

15 **[Unlawful and Unfair Violations of Cal. Business & Professions Code § 17200 *et seq.*]** 16 **(On Behalf of Plaintiff and the Class Against All Defendants)**

17 91. Plaintiff hereby incorporates by this reference each and every preceding paragraph of this
 18 complaint as if fully set forth herein.

19 92. The acts, omissions, and practices of Defendants as alleged herein constitute "unlawful" and
 20 "unfair" business acts and practices within the meaning of California Business & Professions Code § 17203,
 21 *et seq.*

22 93. Defendants have engaged in "unlawful" business acts and practices by the aforementioned
 23 violations of California Government Code, Labor Code and the applicable California Wage Orders, e.g. by
 24 failing to pay for time actually worked and overtime wages, the failing to authorize, permit, and/or provide
 25 all required meal and rest periods (or pay premium wages in lieu thereof), by failing to timely pay final
 26 wages upon termination or resignation, and by failing to provide properly itemized wage statements, all in
 27 violation of the statutes and regulations referenced hereinabove. Plaintiff and the other Class members
 28 reserve the right to allege other violations of law which constitute unlawful acts or practices.

94. Defendants have also engaged in "unfair" business acts or practices in that the harm caused

1 by Defendants' wrongful conduct alleged above outweighs the utility of such conduct and such conduct
 2 offends public policy, is immoral, unscrupulous, unethical, deceitful and offensive, causes substantial injury
 3 to Plaintiff and the other Class members, and provides Defendants with an unfair competitive advantage over
 4 those employers that abide by the law, authorize, permit, and/or provide all required meal and rest periods
 5 (or pay premium wages in lieu thereof), pay for all time actually worked, timely pay final wages upon
 6 termination or resignation, and provide properly itemized wage statements in accordance with the law.

7 95. As a result of the conduct described above, Defendants have been and will be unjustly
 8 enriched at the expense of Plaintiff and the other Class members. Specifically, Defendants have been
 9 unjustly enriched by the retention of a significant sum of dollars in wages earned and wrongfully withheld
 10 from Plaintiff and the other Class members.

11 96. The aforementioned unlawful or unfair business acts or practices conducted by Defendants
 12 have been committed in the past and continues to this day. Defendants have failed to acknowledge the
 13 wrongful nature of its actions. Defendants have not provided full restitution of all wages acquired or
 14 retained by Defendants as a result of the aforementioned unlawful or unfair business acts or practices,
 15 thereby depriving Plaintiff and the other Class members with the minimum working conditions and
 16 standards due them under the California Labor Code and IWC Wage Orders.

17 97. Pursuant to California Business & Professions Code § 17203, Plaintiff and the other Class
 18 members are entitled to full restitution of all wages acquired or retained by Defendants as a result of the
 19 aforementioned unlawful or unfair business acts or practices, plus interest and attorneys' fees pursuant to,
 20 *inter alia*, the California Code of Civil Procedure § 1021.5.

21 98. Pursuant to the California Business & Professions Code § 17203, Plaintiff and the other Class
 22 members additionally seek an order of this Court for equitable and/or injunctive relief in the form of
 23 requiring Defendants to correct its illegal conduct, to pay for all time actually worked, to provide required
 24 meal and rest periods or premium wages in lieu thereof, to provide properly itemized wage statements, to
 25 keep accurate records of time worked, and to insure the payment of earned wages henceforth.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 28 1. For an award of general, compensatory and consequential damages according to proof;

2. For an award of past and future economic damages, including but not limited to lost earnings, lost profits, and medical expenses (e.g. Overtime, Paid Sick Leave, PTO, 401K contributions, Healthcare, etc.), according to proof;

3. For an award of past and future non-economic damages, including but not limited to, mental anguish and emotional distress, according to proof;

4. For an award of exemplary and/or punitive damages, according to proof;

5. For an award of damages, statutory damages, liquidated damages, and penalties, pursuant to California Government Code, California Labor Code and the applicable California IWC Wage Orders, according to proof;

6. For an order requiring Defendants to pay restitution of all amounts owed to Plaintiff and members of the Class, in an amount according to proof, pursuant to California Business & Professions Code § 17203;

7. For an order requiring Defendants to correct their illegal conduct, to pay for all time actually worked, to provide required meal and rest periods or premium wages in lieu thereof, to timely pay final wages upon termination or resignation, to provide properly itemized wage statements, to keep accurate records of time worked, and to insure the payment of earned wages henceforth pursuant to California Business & Professions Code § 17203;

8. That the class claims be certified on behalf of the proposed plaintiff Class and Plaintiff be appointed as the representative of the Class;

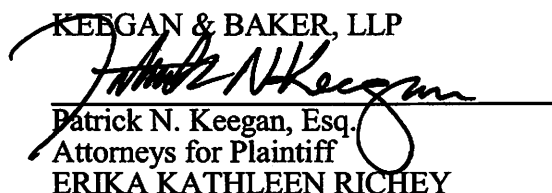
9. For an award of reasonable attorneys' fees and costs, including expert witness fees as costs, as provided by statute;

10. For an award of costs of suit herein as provided by statute; and

11. For an award of prejudgment and post judgment interest as provided by statute;

12. Such further relief as this Court deems necessary, just, and proper.

Dated: October 2, 2020

KEEGAN & BAKER, LLP

Patrick N. Keegan, Esq.
Attorneys for Plaintiff
ERIKA KATHLEEN RICHEY

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims for relief and claims with respect to which she and the Class have a right to jury trial.

Dated: October 2, 2020

KEEGAN & BAKER, LLP

A handwritten signature in black ink, appearing to read "Patrick N. Keegan", is written over a horizontal line.

Patrick N. Keegan, Esq

Attorneys for Plaintiff

ERIKA KATHLEEN RICHEY

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ex-GetWellNetwork Client Support Specialist Sues Over Alleged Unpaid Overtime, Retaliation](#)
