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Assigned for All purposes:  
Judge Layne H. Melzer  
Dep. CX102

*Attorneys for Plaintiff and the Putative Class*

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE**  
**UNLIMITED CIVIL JURISDICTION**

THOMAS AHEARN, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

MEDPROS NEWPORT, INC., a stock  
corporation; RAYMOND RICCI, an  
individual; and DOES 1-20, inclusive,

Defendants.

Case No. 30-2025-01523626-CU-OE-CXC

**CLASS ACTION**

- 1. FAILURE TO PAY OVERTIME [CAL. LABOR CODE §§ 510, 1194, 1198; WAGE ORDER 4]**
- 2. FAILURE TO PROVIDE MEAL PERIODS [CAL. LABOR CODE § 226.7; WAGE ORDER 5]**
- 3. FAILURE TO PROVIDE REST BREAKS [CAL. LABOR CODE § 226.7; WAGE ORDER 4]**
- 4. FAILURE TO PAY WAGES DUE [CAL. LABOR CODE §§ 201, ET SEQ.]**
- 5. UNFAIR COMPETITION [CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.]**

**DEMAND FOR JURY TRIAL**

1 Plaintiff THOMAS AHEARN (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, hereby complains against Defendants MEDPROS NEWPORT, INC. (“MedPros”),  
3 RAYMOND RICCI, and DOES 1-20, inclusive (collectively, “Defendants”), and alleges as  
4 follows:

### 5 6 **INTRODUCTION**

7 1. This is a class action brought by Plaintiff Thomas Ahearn against Defendants  
8 MedPros Newport, Inc. and Raymond Ricci on behalf of a class of Physician Assistants who  
9 were employed by Defendants as Physician Assistants at Hoag Hospital in Newport Beach and  
10 Irvine, California.

11 2. Mr. Ahearn and the class member Physician Assistants at Hoag Hospital were  
12 paid on an hourly basis, and as such, were not exempt employees. They regularly worked shifts  
13 longer than eight hours. Despite being non-exempt employees, Mr. Ahearn and class member  
14 Physician Assistants were never provided meal periods, as required by California law, and were  
15 never authorized or permitted to take rest periods. Defendants also did not pay Mr. Ahearn and  
16 class member Physician Assistants the premium wages to which they were entitled for these  
17 violations.

18 3. Defendants also failed to pay Mr. Ahearn and class member Physician Assistants  
19 all overtime due to them, either because Defendants failed to properly calculate their hours or  
20 their accurate overtime rate. For example, Plaintiff and class member Physician Assistants did  
21 not receive overtime at their regular rate of pay because Defendants did not account for incentive  
22 compensation and nondiscretionary longevity bonuses.

23 4. Mr. Ahearn and class member Physician Assistants never received their full pay  
24 upon the termination of their employment relationship with Defendants. In June 2024, Defendant  
25 MedPros ceased employing Mr. Ahearn and all other class member Physician Assistants. None  
26 of the class member Physician Assistants have been paid in full.

27 5. Plaintiff brings this action to recover unpaid overtime, premium wages, penalties,  
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1 interest, and attorneys' fees and costs.

2 **JURISDICTION AND VENUE**

3 6. The Court has jurisdiction over Plaintiff's claims under the California Labor Code  
4 and the Unfair Competition Law.

5 7. The Court has personal jurisdiction over Defendant Ricci because he resides in  
6 this County, and has personal jurisdiction over Defendant MedPros because its principal place of  
7 business is in this County.

8 8. Venue is proper in this county because events and omissions giving rise to the  
9 claims alleged herein occurred in this County.

10  
11 **PARTIES**

12 9. Plaintiff THOMAS AHEARN is an individual, over 18 years of age.

13 10. Defendant MEDPROS NEWPORT, INC. is a California corporation with its  
14 headquarters and principal place of business in Lake Forest, California.

15 11. Defendant RAYMOND RICCI is an individual over the age of 18 who is a  
16 resident of the State of California and, on information and belief, Orange County. At all times  
17 relevant to this complaint, Defendant Raymond Ricci was a licensed medical doctor, the Chief  
18 Executive Officer, Chief Financial Officer, President, Secretary, and sole Director on the Board  
19 of Defendant MedPros.

20 12. In addition, upon information and belief, Plaintiff alleges that Defendant Ricci  
21 was and is the alter ego of Defendant MEDPROS NEWPORT, INC. Upon information and  
22 belief, Defendant Ricci has commingled assets, liabilities and expenses of his personal affairs  
23 with Defendant MEDPROS NEWPORT, INC. At all relevant times, Defendant Ricci was the  
24 sole officer and sole director of Defendant MEDPROS NEWPORT, INC. Justice and equity  
25 require piercing the corporate veil of Defendant MEDPROS NEWPORT, INC. to hold  
26 Defendant Ricci jointly and severally liable for the damages incurred by Plaintiffs.

27 13. Plaintiff is currently unaware of the true names and capacities of the Defendants  
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1 sued in this action by the fictitious names DOES 1 through 10, inclusive, and therefore sues  
2 those Defendants by fictitious names. Plaintiff shall seek leave to amend the Complaint to allege  
3 the true names and capacities of such fictitiously named Defendants when they are ascertained.

4 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
5 sued in this action acts and acted, in all respects pertinent to this action, as the agent of the other  
6 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto,  
7 and that the acts of each Defendant are legally attributable to the other Defendants.

8 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
9 sued in this action, including each Defendant sued by the fictitious names DOES 1 through 10,  
10 inclusive, is directly or indirectly responsible in some manner for the occurrences, controversies  
11 and damages alleged herein, in various capacities, including but not limited to serving as joint  
12 employer, joint tortfeasor, single enterprise, alter ego, or agent of the other Defendants. Each  
13 Defendant approved, participated in, controlled, or ratified the acts of all other Defendants.

14  
15 **FACTUAL BACKGROUND**

16 16. Plaintiff worked as a Physician Assistant (“PA”) for Defendants from  
17 approximately February 2017 through June 2024.

18 17. As a Physician Assistant, Plaintiff worked in the Emergency Department at Hoag  
19 Memorial Hospital Presbyterian, at both the Hoag Hospital – Newport Beach and Hoag Hospital  
20 – Irvine.

21 18. Defendant Ricci, as the CEO of MedPros, was personally responsible for  
22 MedPros’ scheduling policies, compensation policies, and employment practices. Dr. Ricci is  
23 personally liable as a person acting on behalf of an employer who has violated, or caused to be  
24 violated, the provisions of the Labor Code regulating hours worked, meal periods, rest periods,  
25 and waiting time penalties. *See* Labor Code § 558.1.

26 19. Plaintiff and other class member Physician Assistants were paid on an hourly  
27 basis.

20. Plaintiff and other class member Physician Assistants were scheduled for shifts that routinely were scheduled for and lasted 10 hours.

21. Plaintiff and other class member Physician Assistants were not provided with meal periods.

22. Plaintiff and other class member Physician Assistants were not authorized or permitted to take a paid, 10-minute, off-duty rest period if they worked at least 3.5 hours.

23. Plaintiff and other class member Physician Assistants were not authorized or permitted to take a second, paid, 10-minute, off-duty rest period if they worked over 6 hours and no more than 10 hours; and were not authorized or permitted to take a third, paid, 10-minute, off-duty rest period if they worked more than 10 hours.

24. Defendants never paid Plaintiff and other class member Physician Assistants premium wages for the failure to provide meal periods and the failure to authorize and permit paid rest periods.

25. Plaintiff and other class member Physician Assistants were provided with incentive payments for working after midnight.

26. Plaintiff and other class member Physician Assistants were provided with end-of-the-year, nondiscretionary longevity bonuses based on years of service.

27. In calculating overtime pay for Plaintiff and other class member Physician Assistants, Defendants did not consider either the incentive pay or the nondiscretionary longevity bonuses provided to Plaintiff and other class member Physician Assistants. As such, Plaintiff and other class member Physician Assistants were not paid all overtime wages or double-time wages.

28. Plaintiff and other class member Physician Assistants were not paid overtime premiums for all hours for which they were entitled premium pay because they worked more than 8-hours in a day or 40-hours in a week.

29. MedPros stopped employing Plaintiff and all other class member Physician Assistants at the end of June 2024.

30. Defendants never paid Plaintiff and other class member Physician Assistants their

1 full wages owed when the employment relationship ended.

2  
3 **CLASS ACTION ALLEGATIONS**

4 31. Plaintiff brings this action on Plaintiff's own behalf, and on behalf of all persons  
5 similarly situated, as a class action pursuant to Code of Civil Procedure section 382.

6 32. This lawsuit is brought on behalf of an ascertainable class, initially identified as:

7 All Physician Assistants employed by Defendants within four years prior to the  
8 filing of this Complaint through June 30, 2024 (herein, referred to as "Class  
Members").

9 33. Excluded from the class are Defendants, their corporate parents, subsidiaries,  
10 franchisees and affiliates, officers and directors, any entity in which Defendants have a  
11 controlling interest, and the legal representatives, successors or assigns of any such excluded  
12 persons or entities, and the Court to which this action is assigned.

13 34. The members of the class are so numerous that joinder of all members is  
14 impracticable. While the exact number of class members is unknown to Plaintiff at this time,  
15 such information can be ascertained through appropriate discovery, and/or from records  
16 maintained by Defendants.

17 35. The Class Members are so numerous that joinder of each individual member  
18 would be impracticable, and the disposition of their claims in a class action, rather than in  
19 numerous individual actions, will benefit the parties, the Court, and the interests of justice.

20 36. The Class Members are readily ascertainable by their job position, and from the  
21 books and records maintained by the Defendants in their regular course of business.

22 37. There is a well-defined community of interest amongst the Class Members, as all  
23 of these individuals have worked in California and have been similarly subjected to unlawful  
24 policies and/or practices that deprived them of the protections afforded to employees by  
25 California's employment laws.

26 38. Class Members, including Plaintiff, were similarly subjected to unlawful policies  
27 and/or practice, including:  
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- a. Failing to be provided meal periods;
- b. Failing to be authorized or permitted to take rest periods;
- c. Failing to be paid premium wages for such violations;
- d. Failing to be paid all overtime;
- e. Failing to be paid all overtime based on the regular rate of pay, including nondiscretionary bonuses; and
- f. Failing to pay all wages owed within the time limits prescribed by Labor Code sections 201, 202 and/or 204.

39. Common questions of law and fact that affect the class predominate over questions that affect only individual Class Members, including, among other things, (a) whether Defendants maintained a policy and/or practice of failing to pay Class Members overtime based on the appropriate regular rate; (b) whether Defendants maintained a policy and/or practice of failing to provide compliant meal periods; (c) whether Defendants maintained a policy and/or practice of failing to authorize and permit compliant rest periods; (d) whether Defendants maintained a policy and/or practice of failing to pay Class Members premium wages owed; and (e) whether Defendants maintained a policy and/or practice of failing to pay all wages owed to Class Members within the time limits prescribed by Labor Code sections 201, 202 and/or 204.

40. Plaintiff's claims are typical of the claims of the Class Members because (a) Plaintiff's job, position, and duties are similar, if not identical to, the duties and activities of other Class Members; (b) Plaintiff was paid pursuant to the same compensation policies; (c) Plaintiff was not authorized or permitted to take legally compliant paid rest breaks; (d) Plaintiff was not provided legally compliant paid meal periods breaks; and (e) Plaintiff was denied the foregoing rights and benefits provided under California's employment laws and regulations in the same manner that such rights and benefits were denied to other Class Members.

41. Plaintiff can adequately represent the interests of the Class Members because, like them, Plaintiff was engaged by Defendants to work as a Physician Assistant, and Plaintiff suffered the same or similar injuries as a result of Defendants' systemic failures to comply with

1 the applicable California employment laws and regulations. Furthermore, Plaintiff has retained  
2 counsel who are experienced in prosecuting wage-and-hour class actions. Plaintiff and his  
3 counsel are committed to vigorously prosecuting this action on behalf of the class, and have the  
4 financial resources necessary to do so.

5  
6 **FIRST CAUSE OF ACTION**  
7 **(Failure To Pay Overtime, Cal. Lab. Code §§ 510, 1194, 1198; Wage Order 4)**  
8 **(Brought by Plaintiff on behalf of the Class and individually against all Defendants)**

9 42. Plaintiff refers to and incorporates by reference each and every paragraph above  
10 as though set forth fully herein.

11 43. Labor Code section 510 and Wage Order 4 require employers to pay overtime and  
12 double-time when their employees work more than eight or twelve hours in a day, and/or more  
13 than forty hours in a week.

14 44. Labor Code section 1194 entitles an employee who has not been paid overtime or  
15 double-time to recover, in a civil action, the unpaid wages owing, plus interest thereon,  
16 reasonable attorneys' fees, and costs of suit.

17 45. Defendants did not pay Plaintiff and Class Members their premium rate based on  
18 their regular rate of pay when Plaintiff and Class Members either worked more than eight or  
19 twelve hours in a day, or worked more than forty hours in a week.

20 46. As a result of Defendants' improper pay policies and/or practices, as described  
21 herein, Defendants failed to pay Plaintiff and the proposed Class Members overtime and/or  
22 double-time that these workers were entitled to, for each overtime or double-time hour worked,  
23 under Labor Code sections 510, 1194, and 1198 and Wage Order 4.

24 47. Defendants did not pay Plaintiff and Class Members their premium rate for all  
25 hours where premium rates were due under law, either because they had worked more than eight  
26 or twelve hours in a day, or had worked more than forty hours in a week.

27 48. Based on Defendants' conduct, as alleged herein, Defendants, including Does 1  
28 through 10, are liable to the Class Members, including Plaintiff, for unpaid overtime and/or



double-time pursuant to California Labor Code sections 510, 1194, and 1198, and Wage Order 4, plus interest, attorneys' fees and costs of suit, pursuant to California Labor Code section 1194.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

**SECOND CAUSE OF ACTION**

**(Failure to Provide Meal Periods, Cal. Lab. Code § 226.7; Wage Order 5)  
(Brought by Plaintiff on behalf of the Class and individually against all Defendants)**

49. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the complaint as fully set forth herein and further alleges that:

50. Plaintiff, on behalf of himself and the proposed Class Members, brings this count against Defendants for their failure to provide adequate meal breaks in violation of California Labor Code section 226.7.

51. Plaintiff and the proposed Class Members regularly did not receive compliant meal periods and rest periods, in violation of Labor Code section 226.7 and Wage Order 5, which provide that employers must authorize and permit a 30-minute unpaid meal period within the first 5 hours of a shift, if that shift lasts over 5 hours. The penalty for failure to provide a compliant meal period is one hour of pay at the regular rate for each day a violation occurs.

52. As a direct and proximate result of the acts and/or omissions of Defendants, Plaintiff and Class Members are owed meal break premiums.

53. Plaintiff and the proposed Class Members did not receive any premium pay when they were not provided with meal periods.

54. Plaintiff and the proposed Class Members are entitled to and request relief in the amount equal to meal period premiums as well as pre- and post-judgment interest, in addition to other relief requested below.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

**THIRD CAUSE OF ACTION**  
**(Failure to Provide Paid Rest Breaks, Cal. Lab. Code § 226.7; Wage Order 4)**  
**(Brought by Plaintiff on behalf of the Class and individually against all Defendants)**

55. Plaintiff refers to and incorporates by reference each and every paragraph above as though set forth fully herein.

56. Section 12 of Wage Order 4 provides “(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily that at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

57. Plaintiff and the proposed Class Members worked at least three and one-half hours or more in a day.

58. Defendants had a policy and practice of failing to provide lawful rest breaks.

59. Defendants never paid Plaintiff and the proposed Class Members premium wages for the failure to provide rest periods.

60. Defendants thus violated and continue to violate the above-referenced rest break provisions of the Labor Code.

61. Plaintiff seeks to recover, on behalf of himself and the proposed Class Members, rest break premiums and unpaid wages to which they are entitled, plus interest thereon, reasonable attorneys’ fees, and costs, in an amount to be proven at trial.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

**FOURTH CAUSE OF ACTION**  
**(Failure to Pay Wages Due and Owing, Cal. Lab. Code §§ 201 *et seq.*)**  
**(Brought by Plaintiff on behalf of the Class and individually against all Defendants)**

62. Plaintiff refers to and incorporates by reference each and every paragraph above as though set forth fully herein.

63. California Labor Code section 201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge.

64. California Labor Code section 202 requires an employer to pay all compensation due and owing to an employee who quits within 72 hours of that employee quitting, unless the employee provides at least 72 hours notice of quitting, in which case all compensation is due at the end of the employee's final day of work.

65. California Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation of up to 30 work days.

66. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay members of the Class, including Plaintiff, at the termination of their employment their earned wages owed for all work performed, in violation of California Labor Code sections 201 and 202.

67. Defendants willfully failed to pay Class members who left their employ a sum certain for earned wages, at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for thirty (30) days thereafter. Defendants knew or should have known that wages were due, but nevertheless failed to pay them.

68. Members of the Class are entitled to penalties pursuant to California Labor Code section 203, in the amount of each person's daily wage owed, multiplied by thirty (30) days.

69. Plaintiff seeks to recover, on behalf of himself and the proposed Class Members, waiting time penalties to which they are entitled.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

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2 **FIFTH CAUSE OF ACTION**  
3 **(Violation of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**  
4 **(Brought by Plaintiff on behalf of the Class and individually against all Defendants)**

5 70. Plaintiff refers to and incorporates by reference each and every paragraph above  
6 as though set forth fully herein.

7 71. California has an important public policy of protecting the welfare of employees,  
8 and thus provides for statutorily guaranteed wages for all hours worked, and overtime,  
9 reimbursement of work-related expenses.

10 72. Defendants' failure to provide meal periods, failure to authorize and permit rest  
11 periods, and failure to pay overtime based on the regular rate of pay, has been unfair, unlawful,  
12 and harmful to Plaintiff, the proposed Class Members, the general public, and Defendants'  
13 competitors.

14 73. Plaintiff seeks to enforce important rights affecting the public interest within the  
15 meaning of Code of Civil Procedure section 1021.5.

16 74. A violation of California Business & Professions Code sections 17200 *et seq.* may  
17 be predicated on the violation of any state or federal law.

18 75. Defendants' activities, as alleged herein, are violations of California law, and  
19 constitute unlawful business acts and practices in violation of California Business & Professions  
20 Code sections 17200 *et seq.*

21 76. Throughout the time relevant to this action, Defendants, as described herein, have  
22 failed and/or refused to abide by the minimum-employee protections that have long been set  
23 forth in California law.

24 77. Defendants' unfair business practices have reaped undue benefits and illegal  
25 profits, and unjustly enriched Defendants, at the expense of Plaintiff, the proposed Class  
26 Members, and the public.

27 78. Plaintiff and the proposed Class Members have been personally injured by  
28 Defendants' unlawful business acts and practices, as alleged herein, including but not necessarily

1 limited to the loss of money or property.

2 79. Pursuant to California Business & Professions Code sections 17200 *et seq.*,  
3 Plaintiff and the proposed Class Members currently working for Defendants, are entitled to an  
4 accounting for and restitution of the monies unlawfully withheld and retained by Defendants.

5 80. Plaintiff and the proposed Class Members are also entitled to an award of  
6 attorneys' fees and costs pursuant to the common fund doctrine, California Code of Civil  
7 Procedure section 1021.5, and other applicable laws.

8 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

9  
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays that the Court award relief as follows:

- 12 1. Certification of the Class as defined above;
  - 13 2. Designation of Plaintiff as Class representative and his attorneys as Class counsel;
  - 14 3. Unpaid overtime, double time, and premium wages for Plaintiff and the Class;
  - 15 4. Unpaid waiting time penalties for Plaintiff and the Class;
  - 16 5. Restitution of all compensation due for Plaintiff and the Class, including but not  
17 limited to unpaid wages, as a result of Defendants' unlawful and unfair business practices,  
18 according to proof;
  - 19 6. Attorneys' fees and costs pursuant to, *inter alia*, California Labor Code sections  
20 218.5 and 1194, and California Code of Civil Procedure section 1021.5;
  - 21 7. Interest accrued on damages and penalties, including pre-judgment interest  
22 pursuant to, *inter alia*, California Labor Code sections 218.6, and 1194, and California Civil  
23 Code sections 3287 and 3288;
  - 24 8. A service award for Plaintiff in recognition of his services to the Class;
  - 25 9. A determination that Plaintiff is the prevailing party; and
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all causes of action and claims with respect to which he has a right to jury trial.

Dated: October 31, 2025

**OLIVIER & SCHREIBER PC  
FINEMAN POLINER LLP**



Christian Schreiber

*Attorneys for Plaintiff and the Putative Class*