

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Randolph Hammock

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 Ava Issary, Esq. (#342252)
6 9880 Research Drive, Suite 200
7 Irvine, CA 92618
8 Tel.: (949) 387-7200
9 Fax: (949) 387-6676
10 Email: James@jameshawkinsaplc.com
11 Email: Greg@jameshawkinsaplc.com
12 Email: Michael@jameshawkinsaplc.com
13 Email: Ava@jameshawkinsaplc.com

14 Attorneys for Plaintiff MAICHEL BENTTON,
15 on behalf of the general public as private attorney general.

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

18 MAICHEL BENTTON, on behalf of the
19 general public as private attorney general,

20 Plaintiff,

21 v.

22 SEVITA HEALTH, formerly known as
23 Mentor Network, Inc.; MENTOR
24 MANAGEMENT, INC., a business form
25 unknown; THE MENTOR NETWORK, INC,
26 a business form unknown.; FIRST STEP
27 INDEPENDENT LIVING PROGRAM, INC.,
28 a California Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 22STCV13818

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

1 Plaintiff MAICHEL BENTTON (“Plaintiff”), on behalf the general public and all non-
2 exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against Defendants MENTOR MANAGEMENT INC., THE
4 MENTOR NETWORK INC.; FIRST STEP INDEPENDENT LIVING PROGRAM, INC.; and
5 DOES 1-50, inclusive (collectively “Defendants”) as follows:

6 **I. INTRODUCTION**

7 1. This is a representative action for recovery of penalties under the Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
9 employees” to bring a lawsuit as a representative action on behalf of the general public as private
10 attorney general and all other current and former aggrieved employees, to recover civil penalties
11 and address an employer’s violations of the California Labor Code.

12 2. In this case, Defendants violated various provisions of the California Labor Code.
13 As set forth below, Defendants implemented policies and practices which led to Defendant’s: (a)
14 failure to pay wages including overtime; (b) failure to provide meal periods for every work period
15 exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour’s of
16 pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to
17 provide rest breaks for every four hours or major fraction thereof worked and failure to pay an
18 additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest
19 period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ;
20 (e) failing to provide accurate itemized wage statements; and (h) failing to reimburse expenses. As
21 a result Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as
22 private attorney general and all other aggrieved employees.

23 **II. JURISDICTION AND VENUE**

24 3. The California Superior Court has jurisdiction over this action pursuant to
25 California Constitution Article VI, Section 10, which grants the Superior Court “original
26 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
27 which this action is brought do not give jurisdiction to any other court.

28 4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendants employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present (“liability period”), Defendant consistently maintained and enforced against
21 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
24 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
25 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
26 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
27 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay all
28 wages earned and owed upon separation from Defendant’s employ; (e) failing to provide accurate

1 itemized wage statements; and (h) failing to reimburse expenses.

2 9. Plaintiff on behalf of the general public as private attorney general and all other
3 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
4 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
5 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and
6 costs.

7 **III. PARTIES**

8 **A. Plaintiff**

9 10. Plaintiff, MAICHEL BENTTON was, at all times relevant to this action, a resident
10 of California. Plaintiff was employed by Defendants in approximately July 2018 as a Non-Exempt
11 Employee with the title of Direct Support Professional and worked during the liability period for
12 Defendants until Plaintiff's separation from Defendants' employ in approximately June 2021.
13 Plaintiff's duties included but were not limited to: assist in the changing, feeding, using the
14 restroom, cooking and preparing meals, and taking patients on outings.

15 11. As Defendants' employee, Plaintiff, and all other aggrieved employees were
16 regularly required to and subsequently suffered:

17 a) perform work subject to the control of the employer without being compensated all
18 wages including overtime and minimum wages, all in violation of California labor laws,
19 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

20 b) work without being permitted or authorized a minimum ten-minute rest period for
21 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
22 regular rate of compensation for each workday that a rest period was not provided, all in
23 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
24 Orders ("IWC");

25 c) work in excess of five and ten hours per day without being provided meal periods
26 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
27 a meal period was not provided, all in violation of California labor laws, regulations, and the
28 Industrial Welfare Commission Wage Orders ("IWC");

- d) not provided accurate itemized wage statements;
- e) not reimbursed for expenses;
- f) not timely paid wages; and
- g) conducting and engaging in unfair business practices.

12. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, reporting time wages, gratuity wages and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

13. Defendants MENTOR MANAGEMENT INC., THE MENTOR NETWORK, INC., and FIRST STEP INDEPENDENT LIVING PROGRAM, INC. operates as a caregiving service and facility. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

14. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in

1 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
2 defendants.

3 **IV. GENERAL ALLEGATIONS**

4 16. At all times set forth herein, Defendants employed Plaintiff and other persons in the
5 capacity of non-exempt positions, however titled, throughout the state of California.

6 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
7 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
8 rules and regulations of the IWC California Wage Orders.

9 18. Defendants continue to employ Non-Exempt Employees, however titled, in
10 California and implement a uniform set of policies and practices to all non-exempt employees, as
11 they were all engaged in the job duties related to Defendants' caregiving business.

12 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
13 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
14 of the requirements of California's wage and employment laws.

15 20. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
16 Employees are citizens of the state of California.

17 21. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
18 Employees based upon an hourly rate.

19 22. Defendants failed to properly calculate Plaintiff's and the Aggrieved Employees'
20 regular rate of pay including but not limited to by failing to include all forms of
21 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
22 commissions, training and orientation pay, shift differential pay, Covid-19 screening, and other
23 compensation for overtime calculation purposes.

24 23. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
25 excess of five hours without being provided a lawful meal period and over ten hours in a day
26 without being provided a second lawful meal period as required by law.

27 24. Plaintiff and Aggrieved Employees missed meal breaks several times a week and
28 had late meal breaks. Meal breaks were interrupted daily and lasted for less than the 30 minutes

1 required by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

2 25. On information and belief, during the relevant time period, Defendants would
3 modify Plaintiff's and Aggrieved Employees' time to include lawfully required meal periods even
4 during times when Plaintiff and Aggrieved Employees did not receive a full 30-minute of
5 uninterrupted time for meal periods. Defendants also unlawfully deducted a full 30-minutes of
6 time for meal periods no matter if a Labor Code compliant meal period was provided to Plaintiff
7 and Aggrieved Employees. Resulting in an underpayment of minimum and overtime wages.

8 26. Indeed, during the relevant time, as a consequence of Defendants' staffing and
9 scheduling practices, work demands, and Defendants' policies and practices, Defendants
10 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
11 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

12 27. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
13 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
14 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
15 required by law.

16 28. Plaintiff and Aggrieved Employees were required to keep their personal cellphones
17 on their persons at all times during their shifts in order to respond to work related calls, even
18 during meal periods.

19 29. On information and belief, Plaintiff and Aggrieved Employees did not waive their
20 rights to meal periods under the law.

21 30. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
22 meal periods.

23 31. Despite the above-mentioned meal period violations, Defendants failed to
24 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
25 one additional hour of pay at their regular rate as required by California law when meal periods
26 were not timely or lawfully provided in a compliant manner.

27 32. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
28 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees

1 were entitled to receive premium wages based on their regular rate of pay under Labor Code
2 §226.7 but were not receiving such compensation.

3 33. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
4 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
5 period for every four hours worked or major fraction thereof, including third rest breaks which is a
6 violation of the Labor Code and IWC wage order.

7 34. Plaintiff and Aggrieved Employees were required to keep their personal cellphones
8 and their persons at all times during their shifts in order to respond to work related calls, even
9 during rest breaks.

10 35. Defendants maintained and enforced scheduling practices, policies, and imposed
11 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
12 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
13 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
14 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
15 Further, Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest
16 breaks.

17 36. Despite the above-mentioned rest period violations, Defendants did not compensate
18 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
19 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
20 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
21 permitted.

22 37. On information and belief, Defendants also required Plaintiff and Aggrieved
23 Employees to work off-the-clock. For instance, Plaintiff, and on information and belief Aggrieved
24 Employees, were required to participate in COVID-19 screenings (including a temperature check
25 and questionnaire) before clocking in for work, for which Plaintiff and Aggrieved Employees were
26 not compensated for. Plaintiff and Aggrieved Employees would often times stand and wait in line
27 to complete their required COVID-19 screening, which then would take several minutes to
28 complete, daily. Defendants also failed to reimburse Plaintiff and Aggrieved Employees for pre-

1 shift drive time. Once a week, before the start of her shift, Plaintiff drove from the daytime
2 program to a patient's home to deliver "activity packets" and was not compensated for her drive
3 time. Plaintiff drove approximately 30 minutes on these trips (once per week) and was never
4 compensated for the drive-time before the start of her shift. Lastly, Defendants failed to include
5 off-the-clock work performed by Plaintiff and Aggrieved Employees prior to their scheduled shift
6 start time. During the relevant time frame (with the exception of March 2020 through September
7 2020 when Plaintiff worked remotely), Plaintiff would clock in earlier than the start of her
8 scheduled shift and Defendants' management would adjust her time to her scheduled shift time,
9 regardless of the off-the-clock work performed. Over time this resulted in an underpayment of
10 minimum and overtime wages. On information and belief, Defendants also failed to properly
11 compensate Plaintiff and Aggrieved Employees by impermissibly rounding down and/or failing to
12 round up Plaintiff's pay.

13 38. At all times relevant, Defendants implemented a rounding system, which over time
14 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

15 39. Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
16 business expenses incurred pursuant to Labor Code section 2802. For instance, Plaintiff and
17 Aggrieved Employees were required to drive during work hours using their personal vehicles in
18 order to drive patients to different locations. Plaintiff drove approximately 10 miles per week and
19 Defendants did not reimburse Plaintiff for mileage. Defendants failed to reimburse Plaintiff and
20 Aggrieved Employees for necessary business expenses as it relates to the maintenance and upkeep
21 of Defendants' uniforms pursuant to Labor Code § 2802. For instance, Plaintiff and Aggrieved
22 Employees were provided company issued uniform shirts bearing Defendants' logo. Plaintiff and
23 Aggrieved Employees were responsible for the maintenance of their uniforms and were required
24 to keep them clean and in professional condition. As a result, Plaintiff and Aggrieved Employees
25 would spend time regularly laundering and caring for their uniforms. However, despite these
26 realities, Defendants failed to reimburse Plaintiff and Aggrieved Employees for expenses resulting
27 from maintaining their uniforms. Additionally, Defendants did not reimburse Plaintiff and
28 Aggrieved Employees for use of personal cellphones to carry out their work-related duties while

1 under the direction and control of Defendants. Plaintiff and Aggrieved Employees were required
2 to use their personal cell phones to communicate with Defendants' management, for navigation
3 and any calls that needed to be made while traveling with patients. Plaintiff used her personal cell
4 phone approximately 50% of the time she was working and Defendants did not reimburse her for
5 any work-related use of her personal cell phone. Lastly, Defendants failed to reimburse Plaintiff
6 and Aggrieved Employees for necessary business expenses required to work from home. For
7 instance, Defendants required Plaintiff and Aggrieved Employees to work from home, but did not
8 reimburse Plaintiff for use of her personal computer as well as the cost of internet, which was \$50
9 per month.

10 40. Defendants also failed to compensate Plaintiff and Aggrieved Employees for the
11 time spent laundering their uniforms resulting over time in a disproportionate underpayment of
12 wages including overtime wages.

13 41. Defendants also failed to provide accurate, lawful itemized wage statements to
14 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
15 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
16 worked, including premiums due and owing for meal and rest period violations, overtime pay,
17 gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.
18 Further, the wage statements failed to identify the name of the employer. The paystubs identify the
19 employer as Mentor Management, Inc. which has been dissolved since 2001.

20 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
22 thereof for resignations without prior notice as the case may be) they had a duty to accurately
23 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
24 meal and rest period premiums, and that Defendants had the financial ability to pay such
25 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
26 because of the above-specified violations.

27 43. Upon information and belief, Defendants knew and or should have known that it is
28 improper to implement policies and commit unlawful acts such as:

1 (a) requiring employees to work four (4) hours or a major fraction thereof without
2 being provided a minimum ten (10) minute rest period and without compensating the employees
3 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
4 rest period was not provided;

5 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
6 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
7 and without compensating employees with one (1) hour of pay at the regular rate of compensation
8 for each workday that such a meal period was not provided;

9 (c) failing to pay overtime and minimum wages;

10 (d) failing to provide accurate itemized wage statements;

11 (e) failing to timely pay Plaintiff and Aggrieved Employees ;

12 (f) failure to reimburse business expenses; and

13 (g) conducting and engaging in unfair business practices.

14 44. In addition to the violations above, and on information and belief, Defendants knew
15 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
16 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
17 knowingly, recklessly, and/or intentionally failed to do so.

18 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
19 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
20 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
21 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

22 23 **REPRESENTATIVE CLAIMS**

24 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

25 45. Plaintiff incorporates by reference and re-alleges each and every allegation
26 contained above, as though fully set forth herein.

27 46. On April 25, 2022, Plaintiff complied with notice requirements pursuant to Labor
28 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,

1 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
2 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
3 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
4 representative capacity. The substance and violations set forth in this Complaint of which the
5 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
6 Action Complaint to the LWDA.

7 47. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
8 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
9 Employees of Defendants.

10 48. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
11 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
12 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
13 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders and
14 California Code of Regulations, Title 8, section 11000 *et seq.*

15 49. At all times relevant, Plaintiff and all other aggrieved employees regularly
16 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
17 rest break requirements of the applicable IWC wage order and the Labor Code.

18 50. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
19 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
20 aggrieved Employees to work off-the-clock as outlined above.

21 51. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
22 overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and
23 other forms of remuneration as described above into the regular rate of pay for overtime
24 calculation purposes. Defendants further failed to accurately pay overtime wages due to
25 Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.
26 Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt
27 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
28 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one

1 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
2 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for
3 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
4 seventh day of work in a particular work week.

5 52. Defendants failed to provide Plaintiff and all other aggrieved employees
6 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
7 and enforced policies of on duty meal period practices which required employees to work during
8 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
9 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
10 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
11 time of trial.

12 53. Plaintiff, and on information and belief, all aggrieved employees, were
13 systematically not permitted or authorized to take ten minute rest periods for every four hours
14 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
15 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
16 hour of wages for every day in which a rest period was missed or untimely as a result of
17 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
18 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
19 Employees, and by failing to provide compensation for such non-provided or shortened rest
20 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
21 226.7, 512 and the applicable IWC Wage Order.

22 54. Defendants also willfully violated Labor Code sections 201-203 by failing to
23 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
24 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
25 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
26 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
27 the subject employee's wages until the back wages are paid in full or an action is commenced.
28 The penalty cannot exceed 30 days of wages.

1 55. Plaintiff and all other aggrieved employees who were separated from employment
2 are entitled to compensation for all forms of wages earned, including but not limited to
3 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
4 have not received such compensation, therefore entitling them to penalties under PAGA for
5 violations of Labor Code sections 201-203.

6 56. On information and belief, Defendants willfully failed to pay all wages due and
7 owing upon separation from employment. These wages include but are not limited to regular and
8 overtime wages, and meal and rest period premiums.

9 57. On information and belief, Defendants failed to provide accurate itemized wage
10 statements which failed to include the rate of pay and total hours worked per pay period, failed to
11 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
12 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
13 to Labor Code section 226(a).

14 58. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
15 and the hours for which they worked for any given pay period.

16 59. Defendants have failed to accurately record all time worked.

17 60. Defendants have also failed to accurately record the meal and rest period premiums
18 owed and all wages owed per pay period.

19 61. Plaintiff and aggrieved Employees have been injured as they were unable to
20 determine whether they had been paid correctly for all hours worked per pay period among other
21 things.

22 62. Defendants also failed to accurately identify the correct employer name.

23 63. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
24 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
26 for each violation in a subsequent citation, for which the employer fails to provide the employee a
27 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

28 64. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved

1 Employees for business expenses incurred as described above. Labor Code § 2802 requires
2 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
3 direct consequences of the discharge of his or her duties. Despite these realities of the job,
4 Defendants failed to provide reimbursements.

5 65. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
6 implied, made by any employee to waive the benefits of this article or any part thereof is null and
7 void, and this article shall not deprive any employee or his or her personal representative of any
8 right or remedy to which he is entitled under the laws of this State.

9 66. Additionally, Defendants have no accurate records relating to aggrieved
10 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
11 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
12 maintain accurate records relating to hours worked daily in violation of Labor Code sections
13 1174(d), 1174.5.

14 67. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees
15 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
16 worked.

17 68. Plaintiff and the Representative aggrieved Employees are entitled to recover
18 Penalties and attorneys’ fees and costs sunder Labor Code section 2698, et seq.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 21 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 22 2. For reasonable attorneys’ fees and costs; and
- 23 3. For such other and further relief as the Court deems proper.

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Dated: April 25, 2022

JAMES HAWKINS APLC

By: 
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.
Attorneys for Plaintiff MAICHEL BENTTON
on behalf of the general public as private
attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

February 17, 2022

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

MENTOR MANAGEMENT, INC.
Agent for Service of Process:
CORPORATION SERVICE COMPANY
84 State Street
Boston, MA 02109
Receipt No.: 7018 1130 0001 8270 3312

SEVITA HEALTH
Attn: Legal
313 Congress Street, 5th Floor
Boston, MA 02210
Receipt No.: 7018 1130 0001 8270 3305

THE MENTOR NETWORK, INC.
Agent for Service of Process:
CORPORATION SERVICE COMPANY
84 State Street
Boston, MA 02109
Receipt No.: 7018 1130 0001 8270 4036

FIRST STEP INDEPENDENT LIVING PROGRAM, INC.
Agent for Service of Process:
CORPORATION SERVICE COMPANY
dba CSC- LAWYERS INCORPORATING SERVICE
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Receipt No.: 7018 1130 0001 8270 3299

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

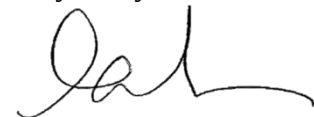
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff MAICHEL BENTTON, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, MENTOR MANAGEMENT, INC., SEVITA HEALTH, formerly known as Mentor Network, Inc., THE MENTOR NETWORK, INC., and FIRST STEP INDEPENDENT LIVING PROGRAM, INC., through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint