

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Rupert Byrdsong

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

VIVIANA CAZA, an individual,

Plaintiff,

v.

MVP PEDIATRIC & URGENT CARE , a
California corporation; and DOES 1-50
inclusive,

Defendants.

Case No.: 20STCV14249

COMPLAINT FOR:

1. **FAILURE TO PAY MINIMUM WAGE (Cal. Labor Code §§ 1182, 1182.12, 11980);**
2. **FAILURE TO PAY OVERTIME (Cal. Labor Code § 510);**
3. **FAILURE TO PROVIDE MEAL BREAKS (Cal. Labor Code § 226.7);**
4. **FAILURE TO PROVIDE REST BREAKS (Cal. Labor Code § 226.7);**
5. **FAILURE TO COMPENSATE ALL HOURS (Cal. Labor Code § 204);**
6. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (Cal. Labor Code § 226);**
7. **FAILURE TO MAINTAIN PAYROLL RECORDS (Cal. Labor Code §§ 1174 AND 1174.5);**
8. **WAITING TIME PENALTIES (Cal. Labor Code §§ 201. 202 AND 203);**
9. **PRIVATE ATTORNEY GENERAL ACT (Cal. Labor Code § 2698 et seq.)**
10. **VIOLATION OF BUS. & PROF. § 17200, et seq.**

[DEMAND FOR JURY TRIAL]

Plaintiff, VIVIANA CAZA, individually, and as a representative on behalf of “aggrieved employees” alleges:

1 **JURISDICTION AND VENUE**

2 1. Plaintiff VIVIANA CAZA (hereinafter referred to as “Plaintiff”), an individual,
3 alleges knowledge as to her own, and information and belief as to all other matters, as follows:

4 2. Plaintiff was, at all times mentioned herein, a resident of the County of Los
5 Angeles in the State of California.

6 3. Defendant MVP PEDIATRIC & URGENT CARE (hereinafter referred to as
7 “Defendant” or “MVP Pediatric”) is and was at all material times mentioned herein, a business
8 and employer doing business in Los Angeles County and elsewhere in the State of California.

9 4. Plaintiff is ignorant of the true names of Defendants DOES 1 through 50,
10 inclusive, and has therefore sued them by the above names which are fictitious. Plaintiff will
11 amend this complaint by inserting true names in lieu of the fictitious names when the true names
12 are ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants
13 designated in this Complaint as DOE is responsible and liable to Plaintiff in some manner for the
14 events, happenings, and contentions referred to in this complaint. All references in this
15 complaint to “Defendants” shall be deemed to include MVP Pediatric and all DOE Defendants
16 collectively.

17 5. Plaintiff is informed and believes and thereon alleges that each Defendant,
18 including DOES, was and is the agent, employee, servant, subsidiary, partner, member,
19 associate, or representative of each other Defendant, including DOES, and all of the things
20 alleged to have been done by the Defendants, and each of them, were done in the course and
21 scope of the agency, employment, service, or representative relationship and with the knowledge
22 and consent of their respective principals, employers, masters, parent limited liability company,
23 partners, members, associates, or representatives.

24 6. The unlawful practices and tortious conduct complained of herein occurred in the
25 County of Los Angeles, State of California.

26 7. Plaintiff is an aggrieved employee who has suffered one or more violations of the
27 Labor Code as set forth below. Pursuant to Labor Code §2699(g), brings this action in a
28 representative capacity for all employees suffering Labor Code violations by Defendants.

1 8. MVP Pediatric employed Plaintiff as a Medical Assistant/Front Desk, a non-
2 exempt hourly position, from approximately June of 2017 to October of 2019.

3 9. During the course of employment, Plaintiff, similar to other aggrieved employees,
4 continually worked her regular schedule with no or improper meal or rest periods provided.
5 Plaintiff was required to work through rest breaks and meal periods and/or required to take late
6 meal periods. Further, pursuant to Defendants' policies, Plaintiff and similarly aggrieved
7 employees were unable to leave the facilities during rest breaks. Plaintiff, similar to other
8 aggrieved employees, was not compensated for time worked off the clock and any overtime
9 hours worked.

10 10. Defendants did not allow Plaintiff, similarly to other aggrieved employees, ten
11 (10) minute rest periods or thirty (30) meal periods. Nor did Defendants pay Plaintiff and other
12 aggrieved employees a premium for the missed rest and/or meal periods.

13 11. Plaintiff and other aggrieved employees worked overtime both beyond her eight
14 (8) hour shifts and over forty (40) hours per week without proper compensation. Defendants
15 failed to pay Plaintiff and other aggrieved employees for their overtime work.

16 12. Plaintiff and other aggrieved employees were a non-exempt employee entitled to
17 overtime and entitled to meal and rest breaks under Labor Code § 512 and the applicable
18 Industrial Welfare Commission wage order.

19 13. Plaintiff and other aggrieved employees were not paid all wages owed to them
20 and during their employment, Plaintiff and other aggrieved employees were not provided with
21 accurate wage statements.

22 14. Plaintiff informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and aggrieved employees were entitled to all earned wages
24 including minimum wage and overtime wages. In violation of the California Labor Code,
25 Defendants failed to pay Plaintiff and all aggrieved employees their proper compensation in
26 terms of minimum and overtime wages, including tip payments, in violation of California law.

27 15. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and aggrieved employees were entitled to legally required meal

1 periods and rest periods which were not provided to them, in violation of California law.

2 16. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and aggrieved employees were entitled to receive itemized
4 wage statements that accurately showed their gross and net wages earned, all deductions, name
5 and address of the legal entity that is the employer, total hours worked and all applicable hourly
6 rates in effect and the number of hours worked at each hourly rate in accordance with California
7 law. In violation of the Labor Code, Plaintiff and aggrieved employees were not provided with
8 accurate itemized wage statements.

9 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that aggrieved employees were entitled to timely payment of wages due
11 upon separation of employment. In violation of the Labor Code, aggrieved employees did not
12 receive payment of all wages including, but not limited to, unpaid overtime.

13 18. In doing the acts set forth above, Defendants acted as herein alleged with a
14 conscious disregard of Plaintiff's rights as an employee. For all of these reasons, the Plaintiff is
15 entitled to an award of punitive damages.

16 19. Plaintiff and aggrieved employees are also entitled to any and all statutory and
17 civil penalties, attorney's fees and costs in accordance with the Private Attorneys' General Act
18 ("PAGA"). Prior to the initiation of this lawsuit, on February 18, 2020, Plaintiff filed online
19 with the California Labor & Workforce Development Agency ("LWDA") and sent a certified
20 letter to Defendants as prescribed by the Code.

21 **FIRST CAUSE OF ACTION FAILURE TO PAY MINIMUM WAGE**

22 **(Cal. Labor Code § §1182 et seq., 1198)**

23 **(Against All Defendants)**

24 20. Plaintiff realleges and incorporates by reference each and every allegation
25 contained in each and every aforementioned paragraph as though fully set forth herein.

26 21. The Industrial Welfare Commission (hereinafter "IWC") sets the "minimum wage
27 to supply the necessary cost of proper living to, and maintain the health and welfare of
28 employees in this state." California Labor Code § 1178.5(a). Minimum wage requirements apply

1 to all nonexempt employees, including those not specifically covered under wage orders
2 applicable to specific occupations, trades, or industries.

3 22. Plaintiff was, in fact, a nonexempt employee and Defendants were required by
4 law to pay Plaintiff minimum wage during hours worked.

5 23. Further, during Plaintiff's employment with Defendants, Defendants failed to pay
6 Plaintiff the applicable minimum wage.

7 24. As a proximate result of Defendants' failure to pay Plaintiff minimum wage,
8 pursuant to the provisions of California Labor Code § 1182.12 and IWC orders, Plaintiff suffered
9 losses in earnings, and other employment benefits along with other incidental and consequential
10 damages and losses, all in an amount to be proven at trial.

11 25. As a proximate result of Defendants' failure to pay Plaintiff minimum wage,
12 pursuant to the provisions of California Labor Code § 1182.12 and IWC orders, Plaintiff has
13 suffered and will continue to suffer economic damages in the form of lost retirement benefits in
14 an amount to be proven at trial.

15 26. Pursuant to California Labor Code § 218.5, Plaintiff requests that the Court award
16 reasonable attorney's fees and costs incurred in this action.

17 **SECOND CAUSE OF ACTION FAILURE TO PAY OVERTIME**

18 **(Cal. Labor Code §510(a))**

19 **(Against All Defendants)**

20 27. Plaintiff realleges and incorporates by reference each and every allegation
21 contained in each and every aforementioned paragraph as though fully set forth herein.

22 28. Under California Labor Code § 510(a), "Eight hours of labor constitutes a day's
23 work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in
24 any one workweek and the first eight hours worked on the seventh day of work in any one
25 workweek shall be compensated at the rate of no less than one and one-half times the regular rate
26 of pay for an employee."

27 29. During Plaintiff's employment with Defendants on numerous occasions,
28 Defendants requested that Plaintiff work and Plaintiff actually worked off the clock and/or

overtime hours. On such occasions, Defendants failed to pay Plaintiff at least one and one-half times or two times his regular rate of pay for overtime hours worked.

30. Defendants to this date have not paid Plaintiff for the overtime hours she worked.

31. As a proximate result of Defendants' failure to pay Plaintiff overtime, pursuant to the provisions of California Labor Code § 510(a), Plaintiff suffered losses in earnings, and other employment benefits along with other incidental and consequential damages and losses, all in an amount to be proven at trial.

32. Pursuant to California Labor Code § 218.5, Plaintiff requests that the court award reasonable attorney's fees and costs incurred in this action.

THIRD CAUSE OF ACTION FAILURE TO PROVIDE MEAL BREAKS

(Cal. Labor Code §226.7)

(Against All Defendants)

33. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

34. California Labor Code § 226.7 requires an employer to pay an additional hour of compensation for each required meal period the employer fails to provide. Employees are entitled to a meal period of at least thirty (30) minutes per five (5) hour work period. Plaintiff consistently worked over five (5) hours shifts without a meal period. Pursuant to the Labor Code and Wage Order 5-2001, Plaintiff was entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

35. Defendants failed to provide Plaintiff with either timely meal breaks of not less than thirty (30) minutes, or to provide Plaintiff with an additional hour of compensation for each meal period missed as required during the time that Plaintiff was employed with Defendants.

36. Pursuant to California Labor Code § 226.7, Plaintiff is entitled to damages of one (1) hour of wages per missed meal break, in a sum to be proven at trial.

37. Plaintiff also seeks damages pursuant to California Labor Code § 558.

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1 **FOURTH CAUSE OF ACTION FAILURE TO PROVIDE REST BREAKS**

2 **(Cal. Labor Code §226.7)**

3 **(Against All Defendants)**

4 38. Plaintiff realleges and incorporates by reference each and every allegation
5 contained in each and every aforementioned paragraph as though fully set forth herein.

6 39. California Labor Code § 226.7 requires an employer to pay an additional hour of
7 compensation for each workday where an employee fails to receive a rest period for each
8 consecutive four (4) hour shift worked. Employees are entitled to a net rest period of at least ten
9 (10) minutes per each consecutive four (4) hour work period or major fraction thereof, after the
10 first three and one-half (3 1/2) hours worked in a workday. Plaintiff consistently worked four (4)
11 hour shifts. Pursuant to the California Labor Code and Wage Order 5-2001, Plaintiff was
12 entitled to a rest period of not less than ten (10) minutes for each consecutive four (4) hour shift
13 worked or major fraction thereof.

14 40. Defendants failed to provide Plaintiff with either timely rest breaks of not less
15 than ten (10) minutes, or to provide Plaintiff with an additional hour of compensation for each
16 day when said rest period was missed, as required during the time period Plaintiff was employed
17 with Defendants. Further, Plaintiff was not allowed to leave the facility during rest breaks.

18 41. Pursuant to California Labor Code § 226.7, Plaintiff is entitled to damages of one
19 (1) hour of wages per missed rest break, in a sum to be proven at trial.

20 **FIFTH CAUSE OF ACTION FAILURE TO COMPENSATE ALL HOURS**

21 **(Cal. Labor Code §204)**

22 **(Against All Defendants)**

23 42. Plaintiff realleges and incorporates by reference each and every allegation
24 contained in each and every aforementioned paragraph as though fully set forth herein.

25 43. Section 204 of the California Labor Code states that all wages, other than those
26 mentioned in 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due
27 and payable twice during each calendar month, on days designated in advance by the employer
28 as the regular paydays.

1 44. As described hereinabove, Defendants failed to pay Plaintiff per pay period any
2 and all wages due in a timely manner.

3 45. Defendants therefore owe damages in the amount of any remaining unpaid wages
4 in addition to penalties pursuant to Labor Code § 210 in the amount of \$100.00 and \$200.00 for
5 each failure to pay Plaintiff.

6 **SIXTH CAUSE OF ACTION FAILURE TO PROVIDE ACCURATE WAGE**

7 **STATEMENTS**

8 **(Cal. Labor Code §226)**

9 **(Against All Defendants)**

10 46. Plaintiff realleges and incorporates by reference each and every allegation
11 contained in each and every aforementioned paragraph as though fully set forth herein.

12 47. The allegations of every other paragraph of this Complaint are hereby
13 incorporated herein by reference as if set forth in full.

14 48. Defendants were obligated under Labor Code § 226 and Industrial Wage Order 5-
15 2001, to keep an accurate record of the hours of labor worked by Plaintiff and to prepare and
16 submit to Plaintiff with each payment of wages an itemized statement accurately showing the
17 total hours worked by Plaintiff.

18 49. Defendants failed to keep precise records of Plaintiff's hours worked, and further
19 failed to provide accurate itemized wage statements with each payment of wages to Plaintiff as
20 required by law. Instead, Defendants issued false or incorrect or fraudulent or no wage
21 statements to certain employees, including without limitation Plaintiff.

22 50. Pursuant to Labor Code § 226, Plaintiff is entitled to a penalty of \$50.00 for the
23 first violation and \$100.00 per pay period for each subsequent violation of this section, according
24 to proof, up to a maximum amount of \$4,000.00.

25 **SEVENTH CAUSE OF ACTION FAILURE TO MAINTAIN PAYROLL RECORDS**

26 **(CAL. LABOR CODE §§ 1174 AND 1174.5)**

27 **(Against All Defendants)**

28 51. Plaintiff realleges and incorporates by reference each and every allegation

1 contained in each and every aforementioned paragraph as though fully set forth herein.

2 52. Defendants failed to maintain complete and accurate payroll records for Plaintiff,
3 showing gross wages earned, total hours worked, all deductions made, net wages earned, the
4 name and address of the legal entity employing Plaintiff, all applicable hourly rates in effect
5 during each pay period, and the corresponding number of hours worked by Plaintiff at each
6 hourly rate, and Defendants are therefore not able to furnish to the commission said documents
7 and/or information.

8 53. Defendants are liable for statutory and civil penalties pursuant to Cal. Labor Code
9 §§ 1174.5, 558 and other applicable laws and regulations.

10 **EIGHTH CAUSE OF ACTION WAITING TIME PENALTIES**

11 **(CAL. LABOR CODE §§ 201. 202 AND 203)**

12 **(Against All Defendants)**

13 54. Plaintiff realleges and incorporates by reference each and every allegation
14 contained in each and every aforementioned paragraph as though fully set forth herein.

15 55. Defendants willfully failed to pay Plaintiff all accrued wages and other
16 compensation due to Plaintiff at the end of her employment.

17 56. Defendants are liable for statutory and civil waiting time penalties of up to 30
18 days of pay pursuant to Cal. Labor Code § 203 and other applicable laws and regulations.

19 **NINTH CAUSE OF ACTION PRIVATE ATTORNEY GENERAL ACT (CAL.**

20 **LABOR CODE § 2698 ET SEQ.)**

21 **(Against All Defendants)**

22 57. Plaintiff realleges and incorporates by reference each and every allegation
23 contained in each and every aforementioned paragraph as though fully set forth herein.

24 58. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
25 for a civil penalty to be assessed and collected by the Labor and Workforce Development
26 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies or
27 employees for violation of the code may, as an alternative, be recovered through a civil action
28 brought by an aggrieved employee on behalf of himself and other current or former employees

1 pursuant to the procedures specified in Labor Code § 2699.3.

2 59. For all provisions of the Labor Code except those for which a civil penalty is
3 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
4 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
5 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
6 period in which Defendants violated these provisions of the Labor Code.

7 60. Defendants' conduct violates numerous Labor Code sections including, but not
8 limited to, the following;

9 (a) Failing to maintain complete and accurate pay records in violation of Labor Code
10 Sections §§ 1174, 1198, and 1199;

11 (b) Failing to pay Plaintiff and aggrieved employees with minimum wage in violation
12 of Labor Code Sections §§ 1194, 1197, 1197.1, and 1198;

13 (c) Failing to pay Plaintiff and aggrieved employees with overtime in violation of
14 Labor Code §§ 510 and 1198-1199;

15 (d) Failure to provide timely meal periods in violation of Labor Code §§ 226.7,
16 512, 1198 and 1199;

17 (e) Failure to provide compliant off duty rest periods in violation of Labor Code §§
18 226.7, 1198 and 1199;

19 (f) Failing to provide Plaintiff and aggrieved employees with accurate itemized
20 wage statements in violation of Labor Code § 226; and

21 (g) Failing to timely pay all earned wages to aggrieved employees upon
22 separation of employment in violation of Labor Code §§ 201, 202 203, among other
23 claims.

24 61. Further, Labor Code § 558(a) provides "any employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
27 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
28 pay period for which the employee was underpaid in addition to an amount sufficient to recover

1 underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee was underpaid in addition to an amount
3 sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to
4 the affected employee." Labor Code § 558(c) provides "the civil penalties provided for in this
5 section are in addition to any other civil or criminal penalty provided by law." Plaintiff seeks to
6 recover these penalties (including the unpaid wages) pursuant to PAGA.

7 62. Plaintiff is an "aggrieved employee" because she was employed by the alleged
8 violator and had one or more of the alleged violations committed against her, and therefore is
9 properly suited to represent the interests of all other aggrieved employees, non-exempt
10 employees.

11 63. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
12 and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved
13 employees under PAGA.

14 64. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3 and 2699.5, Plaintiff and all
15 other aggrieved employees are entitled to recover civil penalties against Defendants for
16 violations of the above-cited sections of the Labor Code.

17 65. Defendants' conduct, as alleged herein, has been and continues to be unfair,
18 unlawful and harmful to Plaintiff and the general public. Plaintiff therefore seeks to enforce
19 important rights affecting the public interest within the meaning of Code of Civil Procedure §
20 1021.5.

21 **TENTH CAUSE OF ACTION FOR VIOLATION OF BUSINESS AND**

22 **PROFESSIONS CODE § 17200 ET SEQ.**

23 **(Against All Defendants)**

24 66. Plaintiff realleges and incorporates by reference each and every allegation
25 contained in each and every aforementioned paragraph as though fully set forth herein.

26 67. California Business and Professions Code § 17200, et seq. prohibits unlawful and
27 unfair business practices. Plaintiff is a "person" within the meaning of California Business &
28 Professions Code (hereinafter "B&P") § 17204, and has standing to bring this cause of action for

injunctive relief, restitution, and other appropriate equitable relief.

68. Wage and hour laws express fundamental public policies. California Labor Code § 90.5(a) and § 98.6 articulate the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, to ensure employees are not retaliated against for complaining of violations under the Labor Code, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum labor standards.

69. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the California Labor Code, and have engaged in other unlawful and unfair business practices in violation of B&P § 17200, *et seq.*, depriving Plaintiff of the rights, benefits, and privileges guaranteed to all employees under the law.

70. Defendants, by violating wage and hour laws as described above under the California Labor Code, creating a hostile work environment and not providing Plaintiff with proper compensation, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. Therefore, Defendants' conduct, as alleged herein, constitutes unfair competition in violation of B&P § 17200, *et seq.*

71. As a proximate result of the above-mentioned acts of Defendants, Plaintiff has been damaged in a sum as may be proven.

72. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct as alleged herein. Pursuant to the B&P, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, their agents or employees, of any unlawful or deceptive practice prohibited by the B&P and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff to the money Defendants have unlawfully failed to pay.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendants, as follows:

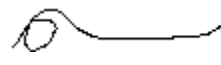
1. For general damages in an amount according to proof;

2. For special damages in an amount according to proof;
3. For compensatory damages including but not limited to lost wages, overtime compensation, damages for lost meal and rest periods, and other special, general and compensatory damages in an amount according to proof;
4. For punitive damages;
5. For attorneys' fees pursuant to California Labor Code;
6. For statutory and civil penalties;
7. For interest as allowed by law;
8. For injunctive relief;
9. For costs of suit; and
10. For such other and further relief as the Court may deem just and proper.

DATED: April 9, 2020

K2 Employment Law Group, LLP

By:



Douglas H. Hoang
Matthew T. Kramer
Attorneys for Plaintiff, VIVIANA CAZA

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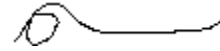
JURY DEMAND

Plaintiff VIVIANA CAZA demands a trial by jury of all issues.

DATED: April 9, 2020

K2 Employment Law Group, LLP

By:



Douglas H. Hoang
Matthew T. Kramer
Attorneys for Plaintiff, VIVIANA CAZA