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Superior Court of California
County of Los Angeles

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROSAMOND MOSCOZO, on behalf of
similarly situated members of the general
public,

Plaintiff,

vs.

MERIDIAN SENIOR LIVING, LLC, a
corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No.

20STCV21220

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Rosamond Moscozo, individually and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Rosamond Moscozo (“Plaintiff”) brings this representative action
5 against defendants Meridian Senior Living, LLC, and DOES 1 through 20, inclusive
6 (collectively, “Defendants”), on behalf of herself individually and all other aggrieved
7 employees employed by Defendants throughout California.

8 2. Defendants provide healthcare services throughout California.

9 3. Through this action, Plaintiff alleges that Defendants have engaged in a
10 systematic pattern of wage and hour violations under the California Labor Code and Industrial
11 Welfare Commission (“IWC”) Wage Orders.

12 4. Plaintiff is informed and believes, and thereon alleges, that during the relevant
13 time period, Defendants had a consistent policy of violating state wage and hour laws by,
14 among other things:

15 (a) failing to authorize or permit lawful rest breaks or provide compensation
16 in lieu thereof;

17 (b) failing to provide accurate itemized wage statements; and

18 (c) failing to pay all wages due upon separation of employment.

19 5. Plaintiff brings this representative action against Defendants on behalf of herself
20 and other aggrieved employees to recover, among other things, civil penalties, attorney’s fees,
21 costs and expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§
22 2698, *et seq.* (“PAGA”).

23 **JURISDICTION AND VENUE**

24 6. This is a representative action, pursuant to PAGA. The monetary relief sought
25 by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be
26 established according to proof at trial.

27 7. This Court has jurisdiction over this action pursuant to the California
28 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all

1 causes except those given by statutes to other courts. The statutes under which this action is
2 brought do not specify any other basis for jurisdiction.

3 8. This Court has jurisdiction over all Defendants because, upon information and
4 belief, they are citizens of California, have sufficient minimum contacts in California, or
5 otherwise intentionally avail themselves of the California market so as to render the exercise of
6 jurisdiction over them by the California courts consistent with traditional notions of fair play
7 and substantial justice.

8 9. Venue is proper in this Court because, upon information and belief, Defendants
9 reside, transact business, or have offices in this county, and the acts and omissions alleged
10 herein took place in this county.

11 **THE PARTIES**

12 10. Plaintiff is a resident of California and worked for Defendants in California
13 during the relevant time periods as alleged herein.

14 11. Plaintiff is informed and believes, and thereon alleges, that Defendants at all
15 times hereinafter mentioned, were and are employers as defined in and subject to the Labor
16 Code and IWC Wage Orders, whose employees were and are engaged throughout this county
17 and the State of California.

18 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
19 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
20 Complaint and serve such fictitiously named defendants once their names and capacities
21 become known.

22 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
23 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants
24 at all relevant times.

25 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
26 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
27 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
28

1 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
2 the employer and/or joint employer of Plaintiff and other aggrieved employees.

3 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
4 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
5 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
6 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
7 the official policy of Defendants.

8 16. At all relevant times, Defendants, and each of them, acted within the scope of
9 such agency or employment, or ratified each and every act or omission complained of herein.
10 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
11 each and all the other Defendants in proximately causing the damages herein alleged.

12 17. Plaintiff is informed and believes, and thereon alleges, that each of said
13 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
14 omissions, occurrences, and transactions alleged herein.

15 **GENERAL ALLEGATIONS**

16 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
17 persons as non-exempt employees at Defendants' California business location(s).

18 19. Defendants continue to employ non-exempt employees within California.

19 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
21 who were knowledgeable about California's wage and hour laws, employment and personnel
22 practices, and the requirements of California law.

23 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and aggrieved employees were entitled to receive all rest
25 breaks or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
26 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC
27 Wage Orders, Plaintiff and aggrieved employees did not receive all rest breaks or payment of
28

one (1) additional hour of pay at Plaintiff and aggrieved employees' regular rate of pay when a rest break was missed.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and aggrieved employees were not furnished with complete and accurate wage statements showing the employer's name, total hours worked, number of hours worked at each hourly rate and gross and net wages, among other things.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and aggrieved employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and aggrieved employees did not receive payment of all wages within permissible time periods.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and aggrieved employees were entitled to timely payment of wages upon separation of employment. In violation of the California Labor Code, Plaintiff and aggrieved employees did not receive payment of all wages including, but not limited to, unpaid rest break premiums within permissible time periods.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

FIRST CAUSE OF ACTION

VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT

(California Labor Code §§ 2698, *et seq.*)

26. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

27. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards,
2 agencies or employees for violation of the code may, as an alternative, be recovered through a
3 civil action brought by an aggrieved employee on behalf of herself and other current or former
4 employees pursuant to the procedures specified in Labor Code § 2699.3.

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

10 29. Defendants’ conduct with respect to Plaintiff and other aggrieved employees
11 violates numerous Labor Code sections including, but not limited to, the following:

12 (a) Violation of Labor Code § 226.7 for failure to permit rest breaks to
13 Plaintiff and other aggrieved employees and failure to pay premium
14 wages for missed rest periods as herein alleged;

15 (b) Violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
16 itemized wage statements to Plaintiff and other aggrieved employees as
17 herein alleged;

18 (c) Violation of Labor Code §§ 201, 202, 203, 204, and 210 for failure to
19 timely pay all earned wages owed to Plaintiff and other aggrieved
20 employees during employment and upon separation of employment as
21 herein alleged.

22 30. Plaintiff is an “aggrieved employee” because she was employed by the alleged
23 violator and had one or more of the alleged violations committed against her, and therefore is
24 properly suited to represent the interests of all other aggrieved employees.

25 31. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
26 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
27 other aggrieved employees during PAGA.
28

32. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

33. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiff, on her own behalf and on behalf of all other aggrieved employees, prays for judgment against Defendants as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees;

2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code §§ 2698, *et seq.*, and California Code of Civil Procedure § 1021.5; and

3. For such other relief as the Court deems just and proper.

Dated: June 1, 2020

AEGIS LAW FIRM, PC

By:

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Attorneys for Plaintiff