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DOUGLAS HAN (SBN 232858)
 SHUNT TATAVOS-GHARAJEH (SBN 272164)
 PHILLIP SONG (SBN 326572)
JUSTICE LAW CORPORATION
 751 N. Fair Oaks Ave., Suite 101
 Pasadena, California 91103
 Telephone: (818) 230-7502
 Facsimile: (818) 230-7259

Attorneys for Plaintiff

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

KIMBERLY SIMONDS, individually, and on
 behalf of aggrieved employees pursuant to the
 Private Attorneys General Act ("PAGA");

Plaintiff,

v.

PRIME HEALTHCARE SERVICES, INC., a
 Delaware corporation; PRIME
 HEALTHCARE FOUNDATION, INC., a
 Delaware corporation; PRIME
 HEALTHCARE MANAGEMENT, INC., a
 Delaware corporation; PRIME
 HEALTHCARE SERVICES – ALVARADO,
 LLC, a Delaware limited liability company;
 PRIME HEALTHCARE SERVICES –
 CENTINELA, LLC, a Delaware limited
 liability company; PRIME HEALTHCARE
 SERVICES – ENCINO HOSPITAL, LLC, a
 Delaware limited liability company; PRIME
 HEALTHCARE SERVICES – GARDEN
 GROVE, LLC, a Delaware limited liability
 company; PRIME HEALTHCARE
 SERVICES – HUNTINGTON BEACH, LLC,
 a Delaware limited liability company; PRIME
 HEALTHCARE SERVICES – LA PALMA,
 LLC, a Delaware limited liability company;
 PRIME HEALTHCARE SERVICES –
 MONTCLAIR, LLC, a Delaware limited
 liability company; PRIME HEALTHCARE
 SERVICES – PARADISE VALLEY, LLC, a

Case No.:

**COMPLAINT FOR CIVIL PENALTIES
 FOR VIOLATION OF LABOR CODE
 § 2698 et seq. (PRIVATE ATTORNEYS
 GENERAL ACT OF 2004)**

Delaware limited liability company; PRIME
HEALTHCARE SERVICES – SAN DIMAS,
LLC, a Delaware limited liability company;
PRIME HEALTHCARE SERVICES –
SHASTA, LLC, a Delaware limited liability
company; PRIME HEALTHCARE
SERVICES – SHERMAN OAKS, LLC, a
Delaware limited liability company; PRIME
HEALTHCARE SERVICES – ST. FRANCIS,
LLC, a Delaware limited liability company;
and PREM REDDY, an individual; and DOES
1 through 100, inclusive;

Defendants.

Plaintiff Kimberly Simonds (“Plaintiff”) hereby submits her Complaint against
Defendants Prime Healthcare Services, Inc.; Prime Healthcare Foundation, Inc.; Prime

Healthcare Management, Inc.; Prime Healthcare Services – Alvarado, LLC; Prime Healthcare Services – Centinela, LLC; Prime Healthcare Services – Encino Hospital, LLC; Prime Healthcare Services – Garden Grove, LLC; Prime Healthcare Services – Huntington Beach, LLC; Prime Healthcare Services – La Palma, LLC; Prime Healthcare Services – Montclair, LLC, Prime Healthcare Services – Paradise Valley, LLC; Prime Healthcare Services – San Dimas, LLC; Prime Healthcare Services – Shasta, LLC; Prime Healthcare Services – Sherman Oaks, LLC; Prime Healthcare Services – St. Francis, LLC.; Prem Reddy; and DOES 1 through 100, inclusive; (collectively, “Defendants”), on behalf of herself and other current and former aggrieved employees of Defendants for penalties as follows:

INTRODUCTION

1. This representative action brought pursuant to Labor Code § 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 222.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

2. This Complaint challenges Defendants’ systemic illegal employment practices resulting in violations of the stated provisions of the Labor Code against the identified group of employees.

3. Plaintiff is informed and believes and thereon alleges Defendants jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in (1) failing to pay all meal period wages and rest break wages, (2) failing to properly calculate and pay all minimum and overtime wages, (3) failing to provide accurate wage statements, (4) failing to pay all wages due and owing during employment and upon termination of employment, and (5) failing to reimburse all necessary business expenses.

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JURISDICTION AND VENUE

4. This action is brought pursuant to PAGA. The civil penalties sought by

1 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
2 according to proof at trial.

3 **5.** This Court has jurisdiction over this action pursuant to California
4 Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all
5 causes except those given by statute to other courts. The statutes under which this action is
6 brought do not specify any other basis for jurisdiction.

7 **6.** This Court has jurisdiction over the violations of PAGA and Labor Code
8 §§ 201, 202, 203, 204, 218.5, 221, 222.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194,
9 1197, 1197.1, 1198, 2800 and 2802.

10 **7.** This Court has jurisdiction over all Defendants because, upon information
11 and belief, each party has sufficient minimum contacts in California, or otherwise intentionally
12 avails itself of California law so as to render the exercise of jurisdiction over it by the California
13 courts consistent with traditional notions of fair play and substantial justice.

14 **8.** Venue is proper in this Court because, upon information and belief, the
15 named Defendants transact business and/or have offices in this county, and the acts and
16 omissions alleged herein took place in this county. Moreover, this action is brought on behalf of
17 the State of California as a private attorney general and has jurisdiction in this venue.

18 **PARTIES**

19 **9.** Plaintiff Kimberly Simonds is an individual residing in the State of
20 California. Plaintiff was employed by Defendants within the statutory time period.

21 **10.** Plaintiff is informed and believes and thereon alleges that Defendants are
22 licensed to do business and actually doing business in the State of California, including the
23 County of Los Angeles.

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27 **11.** Plaintiff does not know the true names or capacities, whether individual,
28 partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that

1 reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to
2 amend this complaint when the true names and capacities are known. Plaintiff is informed and
3 believes and thereon alleges that each of Defendants designated as a DOE was responsible in
4 some way for the matters alleged herein and proximately caused Plaintiff and other current and
5 former aggrieved employees to be subject to the illegal employment practices, wrongs and
6 injuries complained of herein.

7 **12.** At all times herein mentioned, Defendants, and each of them, were
8 agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
9 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
10 the course and scope of their authority as such agents, partners, joint venturers, representatives,
11 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
12 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
13 authorization and consent of each Defendant designated herein.

14 **13.** As such, and based upon all the facts and circumstances incident to
15 Defendants' business in California, Defendants are subject to PAGA and Labor Code §§ 201,
16 202, 203, 204, 218.5, 221, 222.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197,
17 1197.1, 1198, 2800 and 2802.

18 **CAUSE OF ACTION**

19 **VIOLATION OF PAGA**

20 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

21 **14.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13
22 as though fully set forth herein.

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27 **15.** PAGA expressly establishes that any provision of the California Labor
28 Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its

1 departments, divisions, commissions, boards, agencies or employees for a violation of the
2 California Labor Code, may be recovered through a civil action brought by an aggrieved
3 employee on behalf of himself or herself, and other current or former employees.

4 **16.** On July 22, 2020, Plaintiff provided written notice to the LWDA and
5 Defendants of the specific provisions of the Labor Code she contends were violated, and the
6 theories supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by reference
7 is a copy of the July 22, 2020 written notice to the LWDA. Plaintiff believes that on or about
8 September 25, 2020, the sixty-five (65) expired as to all Defendants, and the LWDA did not
9 take any action to investigate or prosecute this matter. Therefore, Plaintiff has exhausted the
10 statutory time period to bring this action.

11 **17.** Plaintiff and the other hourly-paid or non-exempt employees are
12 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all
13 current or former employees (whether hired directly or through staffing agencies or labor
14 contractors) of Defendants within the State of California at any time during the period from July
15 22, 2019 to the present, and one or more of the alleged violations was committed against them.

16 **Failure to Pay Minimum and Overtime Wages**

17 **18.** At all times relevant herein, Defendants were required to compensate
18 their hourly-paid and non-exempt employees minimum wages for all hours worked and
19 overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a
20 workweek, pursuant to the mandate of Labor Code §§ 510, 1194, and 1198.

21 **19.** As a pattern and practice, Defendants failed to compensate Plaintiff and
22 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
23 all minimum wages and overtime wages, where applicable.

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27 **20.** As a pattern and practice, Defendants failed to compensate Plaintiff and
28 other aggrieved current and former employees for all hours worked and for performing off-the-

1 clock work, including pre-shift and post-shift work, travelling to and from examinations, and
2 working during meal breaks.

3 **21.** As a pattern and practice, Defendants automatically deducted meal
4 breaks, did not allow for reversals of the deductions, and failed to include non-discretionary
5 bonuses and incentives in aggrieved employees' regular rate for purposes of overtime
6 compensation.

7 **Failure to Pay for Medical and Physical Examinations**

8 **22.** At all times relevant herein, Defendants were required to reimburse their hourly-
9 paid and non-exempt employees for medical and physical examinations required for
10 employment, pursuant to the mandate of Labor Code § 222.5

11 **23.** As a pattern and practice, Defendants failed to compensate Plaintiff and other
12 aggrieved current and former employees for expenses incurred from the medical and physical
13 examinations as well for using their personal vehicles to travel to and from the examinations.

14 **Failure to Provide Meal Periods and Rest Breaks**

15 **24.** In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants were
16 required to authorize and permit their non-exempt employees to take a 10-minute rest break for
17 every four (4) hours worked or major fraction thereof, and were further required to provide their
18 hourly-paid and non-exempt employees with a 30-minute meal period for every five (5) hours
19 worked.

20 **25.** As a pattern and practice, Defendants failed to provide Plaintiff and other aggrieved
21 current and former employees with legally-mandated meal periods and rest breaks, including
22 second meal breaks and third rest breaks when working shifts exceeding 10 hours in length, and
23 failed to pay proper compensation for this failure.

24 **26.** As a pattern and practice, Defendants required Plaintiff and other aggrieved
25 employees to attend training meetings that delayed Plaintiff and other aggrieved employee's
26 meal periods.

27 **Failure to Timely Pay Wages During Employment**

28 **27.** At all times relevant herein, Defendants were required to pay their hourly-paid and

1 non-exempt employees within a specified time period pursuant to the mandate of Labor Code §
2 204.

3 **28.** As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved
4 current and former employees all wages due and owing them, including wages for
5 uncompensated off-the-clock work and premium wages for failing to provide legally mandated
6 meal and rest breaks, within the required time period.

7 **Failure to Timely Pay Wages Upon Termination**

8 **29.** At all times relevant herein, Defendants were required to pay their hourly-paid and
9 non-exempt employees all wages owed in a timely fashion at the end of employment pursuant to
10 California Labor Code §§ 201 to 204.

11 **30.** As a result of Defendants' Labor Code violations alleged above, Defendants failed to
12 pay Plaintiff and the other aggrieved former employees their final wages, including wages for
13 uncompensated off-the-clock work and premium wages, pursuant to Labor Code §§ 201 to 204
14 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

15 **Failure to Provide Complete and Accurate Wage Statements**

16 **31.** At all times relevant herein, Defendants were required to keep *accurate* records
17 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174.

18 **32.** As a result of Defendants' various Labor Code violations, Defendants failed to keep
19 accurate records regarding Plaintiff and other aggrieved current and former employees. For
20 example, Defendants failed in their affirmative obligation to keep accurate records regarding
21 Plaintiff and other aggrieved current and former employees' gross wages earned, total hours
22 worked, all deductions, net wages earned, and all applicable hourly rates and the number of
23 hours worked at each hourly rate.

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27 **Failure to Reimburse Business Expenses**

28 **33.** At all times relevant herein, Defendants were required to reimburse its hourly-paid

and non-exempt employees for any and all necessary expenditures or losses incurred by the employees in direct consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§ 2800 and 2802.

34. As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved current and former employees all business expenses incurred and owing them, including reimbursements for purchasing personal protective equipment, using personal cell phones for business purposes, and using personal vehicles to travel to and from mandatory examinations, trainings, and conferences, within the required time period.

Penalties

35. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including but not limited to:

36. Penalties under California Labor Code § 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

37. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

38. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

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39. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars

1 **39.** Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for
2 each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars
3 (\$250) for each aggrieved employee per pay period for each subsequent violation;

4 **40.** Any and all additional penalties as provided by the Labor Code and/or other statutes;
5 and

6 **41.** Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any
7 other applicable statute.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on her own behalf and as representative of other
10 current and former aggrieved employees pursuant to PAGA, prays for judgment as follows:

- 11 1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in
12 Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201,
13 202, 203, 204, 218.5, 221, 222.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d),
14 1194, 1197, 1197.1, 1198, 2800 and 2802.
- 15 2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
16 §§ 210, 218.5, 1194, and 2699, and any other applicable statute; and
- 17 3. For such other and further relief the court may deem just and proper.

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19 Dated: October 7, 2020

JUSTICE LAW CORPORATION

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21
22 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiff

EXHIBIT 1

July 22, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfiling@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: PRIME HEALTHCARE SERVICES, INC., PRIME HEALTHCARE FOUNDATION, INC., PRIME HEALTHCARE MANAGEMENT, INC., PRIME HEALTHCARE SERVICES - ALVARADO, LLC, PRIME HEALTHCARE SERVICES - CENTINELA, LLC, PRIME HEALTHCARE SERVICES - ENCINO HOSPITAL, LLC, PRIME HEALTHCARE SERVICES - GARDEN GROVE, LLC, PRIME HEALTHCARE SERVICES - HUNTINGTON BEACH, LLC, PRIME HEALTHCARE SERVICES - LA PALMA, LLC, PRIME HEALTHCARE SERVICES - MONTCLAIR, LLC, PRIME HEALTHCARE SERVICES - PARADISE VALLEY, LLC, PRIME HEALTHCARE SERVICES - SAN DIMAS, LLC, PRIME HEALTHCARE SERVICES - SHASTA, LLC, PRIME HEALTHCARE SERVICES - SHERMAN OAKS, LLC, PRIME HEALTHCARE SERVICES - ST. FRANCIS, LLC, AND PREM REDDY

Dear Representative:

We have been retained to represent Kimberly Simonds against:

(a) Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Management, Inc., Prime Healthcare Services - Alvarado, LLC, Prime Healthcare Services - Centinela, LLC, Prime Healthcare Services - Encino Hospital, LLC, Prime Healthcare Services - Garden Grove, LLC, Prime Healthcare Services - Huntington Beach, LLC, Prime Healthcare Services - La Palma, LLC, Prime Healthcare Services - Montclair, LLC, Prime Healthcare Services - Paradise Valley, LLC, Prime Healthcare Services - San Dimas, LLC, Prime Healthcare Services - Shasta, LLC, Prime Healthcare Services - Sherman Oaks, LLC and Prime Healthcare Services - St. Francis, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees);

(b) Prem Reddy as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1;

(c) any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1; and

(d) DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "PRIME").

Ms. Simonds is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Simonds may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc. and Prime Healthcare Management, Inc. are Delaware corporations headquartered at 3480 E. Guasti Road, 3rd Floor, Ontario, California 91761.

Prime Healthcare Services - Alvarado, LLC is a Delaware limited liability company located at 6655 Alvarado Road, San Diego, California 92120. Prime Healthcare Services - Centinela, LLC is a Delaware limited liability company located at 555 E. Hardy Street, Inglewood, California 90301. Prime Healthcare Services - Encino Hospital, LLC is a Delaware limited liability company located at 16237, Encino, California 91436. Prime Healthcare Services - Garden Grove, LLC is a Delaware limited liability company located at 12601 Garden Grove Blvd., Garden Grove, California 92843. Prime Healthcare Services - Huntington Beach, LLC is a Delaware limited liability company located at 17772 Beach Blvd., Huntington Beach, California 92647. Prime Healthcare Services - La Palma, LLC is a Delaware limited liability company located at 7901 Walker St., La Palma, California 90623. Prime Healthcare Services - Montclair, LLC is a Delaware limited liability company located at 5000 San Bernardino Street, Montclair, California 91763. Prime Healthcare Services - Paradise Valley, LLC is a Delaware limited liability company located at 2400 East Fourth Street, National City, California 91950. Prime Healthcare Services - San Dimas, LLC is a Delaware limited liability company located at 1350 West Covina Blvd., San Dimas, California 91773. Prime Healthcare Services - Shasta, LLC is a Delaware limited liability company located at 1100 Butte Street, Redding, California 96001. Prime Healthcare Services - Sherman Oaks, LLC is a Delaware limited liability company located at 4929 Van Nuys Blvd., Sherman Oaks, California 91403. Prime Healthcare Services - St. Francis, LLC is a Delaware limited liability company located at 3480 E. Guasti Road, 3rd Floor, Ontario, California 91761.

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¹ Ms. Simonds does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Simonds will amend this notice when the true names and capacities are known. Ms. Simonds is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Simonds and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Prime Healthcare Services, Inc. is a health care system consisting of a network of hospitals that maintain centralized human resources and payroll departments for all hourly-paid or non-exempt employees. Prem Reddy is the Chief Executive Officer of Prime Healthcare Services, Inc. Prime Healthcare Services, Inc. is the parent company of the Prime Healthcare family of companies. Prime Healthcare Services, Inc. is also the manager or member of Prime Healthcare Services Alvarado, LLC, Prime Healthcare Services Centinela, LLC, Prime Healthcare Services Garden Grove, LLC, Prime Healthcare Services - Paradise Valley, LLC.

Prime Healthcare Foundation, Inc. is a subsidiary of Prime Healthcare Services, Inc. and operates Prime Healthcare's not-for-profit hospitals. Prime Healthcare Foundation, Inc. is the manager or member of Prime Healthcare Services Encino Hospital, LLC, Prime Healthcare Services Huntington Beach, LLC, Prime Healthcare Services La Palma, LLC, Prime Healthcare Services Montclair, LLC, Prime Healthcare Services - Sherman Oaks, LLC.

Prime Healthcare Management, Inc. is a subsidiary of Prime Healthcare Services, Inc. and manages Prime Healthcare Services Alvarado, LLC, Prime Healthcare Services Centinela, LLC, Prime Healthcare Services Encino Hospital, LLC, Prime Healthcare Services Garden Grove, LLC, Prime Healthcare Services Huntington Beach, LLC, Prime Healthcare Services La Palma, LLC, Prime Healthcare Services Montclair, LLC, Prime Healthcare Services - Paradise Valley, LLC and Prime Healthcare Services - Sherman Oaks, LLC. Prem Reddy is the Chief Executive Officer of Prime Healthcare Management, Inc.

Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc. and Prime Healthcare Management, Inc. maintain the same principal place of business, agent for service, board members and officers. Therefore, Prime Healthcare Services, Inc. and Prem Reddy are the alter egos of the Prime Health family of companies and the joint-employers of all their hourly-paid or non-exempt employees.

PRIME employed Ms. Simonds as a non-exempt Senior Facilities Coordinator within one year of the date of this letter (from in or about August of 2018 to August of 2019) in the State of California.

The "aggrieved employees" that Ms. Simonds may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of PRIME within the State of California. PRIME directly controlled the wages, hours and working conditions of Ms. Simonds employment.

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PRIME failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Simonds has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at PRIME, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

PRIME has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 222.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Simonds and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. PRIME failed to compensate Ms. Simonds and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, travelling to and from drug testing and physical examinations, and during meal breaks. Additionally, PRIME automatically deducted thirty minutes for meal breaks from aggrieved employees time regardless whether they were provided meal breaks and did not allow for reversals of the deductions. Further, PRIME failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate for purposes of overtime compensation. Therefore, Ms. Simonds and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical and physical examination. During the relevant time period, PRIME required aggrieved employees to undergo mandatory drug testing and physical examination but required them to do so at their own expense and failed to reimburse them for using their personal vehicles to travel to and from the testing and examinations.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, PRIME routinely required Ms. Simonds and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with PRIME policies and expectations. Also, PRIME's understaffing and failure to provide adequate break coverage prevented Ms. Simonds and other aggrieved employees from being relieved of all duties and taking compliant meal and rest breaks. Further, PRIME required Ms. Simonds and other aggrieved employees to attend training meetings that delayed them taking their meal breaks. Moreover, PRIME failed to authorize and permit Ms. Simonds and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, PRIME failed to compensate Ms. Simonds and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, PRIME failed to pay Ms. Simonds and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, PRIME failed to pay Ms. Simonds and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, PRIME did not provide Ms. Simonds and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from PRIME were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Simonds and other aggrieved employees, (2) total hours worked by Ms. Simonds and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Simonds and other aggrieved employees (4) all deductions for Ms. Simonds and other aggrieved employees, (5) net wages earned by Ms. Simonds and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Simonds and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Simonds and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Simonds and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, PRIME failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Simonds and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, PRIME did not provide Ms. Simonds and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, travelling to and from drug testing and physical examinations, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by PRIME, including for purchasing personal protective equipment they were required to wear while working, using their personal cellular phones for work related purposes, and using their personal vehicles to travel to and from drug testing, physical examinations, mandatory trainings and conferences.

We believe that Ms. Simonds and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 222.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

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July 21, 2020
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The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Simonds will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of PRIME within one year of the date of this letter, as allowed by law.

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July 21, 2020
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION



Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Management, Inc., Prime Healthcare Services - Alvarado, LLC, Prime Healthcare Services - Centinela, LLC, Prime Healthcare Services - Encino Hospital, LLC, Prime Healthcare Services - Garden Grove, LLC, Prime Healthcare Services - Huntington Beach, LLC, Prime Healthcare Services - La Palma, LLC, Prime Healthcare Services - Montclair, LLC, Prime Healthcare Services - Paradise Valley, LLC, Prime Healthcare Services - San Dimas, LLC, Prime Healthcare Services - Shasta, LLC, Prime Healthcare Services - Sherman Oaks, LLC, and Prime Healthcare Services - St. Francis, LLC
c/o Cogency Global, Inc.
1325 J Street, Suite 1550
Sacramento, California 95814

Agent for Service of Process for Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Management, Inc., Prime Healthcare Services - Alvarado, LLC, Prime Healthcare Services - Centinela, LLC, Prime Healthcare Services - Encino Hospital, LLC, Prime Healthcare Services - Garden Grove, LLC, Prime Healthcare Services - Huntington Beach, LLC, Prime Healthcare Services - La Palma, LLC, Prime Healthcare Services - Montclair, LLC, Prime Healthcare Services - Paradise Valley, LLC, Prime Healthcare Services - San Dimas, LLC, Prime Healthcare Services - Shasta, LLC, Prime Healthcare Services - Sherman Oaks, LLC, and Prime Healthcare Services - St. Francis, LLC

Prem Reddy
3480 E. Guasti Road, 3rd Floor
Ontario, California 91761
Chief Executive Officer of Prime Healthcare Services, Inc. and Prime Healthcare Management, Inc.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is dcseri@justicelawcorp.com

On October 14, 2020, I served the foregoing document described as

COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF LABOR CODE
§ 2698 et seq. (PRIVATE ATTORNEYS GENERAL ACT OF 2004)

for the following case: **Simonds v. Prime Healthcare Services, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM- 799521-20**
Court Case No.: 20VECV01127
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on October 14, 2020, at Pasadena, California.



Demiah Cseri