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on behalf of herself and all other aggrieved employees

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

STEPHANIE HILL, an individual, on behalf of)
herself and all other aggrieved employees)

Plaintiff,

vs.

PRIME HEALTHCARE CENTINELA, LLC, a)
California Corporation; and DOES 1 through)
100, inclusive,)

Defendants.

Case No. 20TRCV00702

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code § 2698, et
seq. (California Labor Code Private Attorneys
General Act of 2004)

Plaintiff STEPHANIE HILL ("Representative Plaintiff" "Plaintiff" or "HILL") alleges as follows:

PARTIES

1. Representative Plaintiff is an individual who resides in California and was employed by Defendant PRIME HEALTHCARE CENTINELA (hereinafter referred to as "Defendant," or "the Company") from on or about January of 2020 until on or about approximately May of 2020.

1 2. Representative Plaintiff is informed and believes, and based on such information
2 and belief, alleges that at all times mentioned herein, Defendants is a California Corporation,
3 licensed to do business and actually doing business in the State of California. Defendant is a
4 purveyor of terpenes within the State of California, including, but not limited to, the County of Los
5 Angeles. Thus, Defendant is subject to the applicable California laws as alleged in this action.

6 3. Representative Plaintiff is unaware of the true names and capacities, whether
7 corporate or individual, or otherwise, of defendants named as DOES 1 through 100, inclusive.
8 Pursuant to California Code of Civil Procedure section 474, Representative Plaintiff will seek leave
9 of court to amend this complaint to state said defendants' true names and capacities when the same
10 have been ascertained. Representative Plaintiff is informed and believes and based on such
11 information and belief alleges that said fictitiously-named defendants are responsible in some
12 manner for the injuries and damages to Representative Plaintiff, and other aggrieved employees as
13 further alleged herein.

14 4. This is only a Private Attorney General Action Complaint, pursuant to California
15 Labor Code section 2699 et seq., on behalf of STEPHANIE HILL and all other persons similarly
16 situated who worked for Defendants in its California locations as non-exempt, hourly employees
17 (herein collectively identified as "other aggrieved employees") for:

- 18 (i) failure to pay overtime and double time in violation of Labor Code sections 510,
19 1198, and the applicable Wage Orders;
- 20 (ii) failure to pay minimum wage in violation of Labor Code 1182.12, 1194, 1197,
21 1197.1, 1198, and the applicable Wage Orders;
- 22 (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
23 512(a), 1198, and the applicable Wage Orders;
- 24 (iv) failure to keep accurate payroll records and provide itemized wage statements in
25 violation of Labor Code 226(a), 1174(d), 1198, and the applicable Wage Orders;
- 26 (v) failure to pay split shift pay in violation of Labor Code 1198 and California Code of
27 Regulations 11050(4)(C);
- 28 (vi) failure to pay all wages earned on time in violation of Labor Code sections 204;

- (vii) failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203;
- (viii) failure to provide basic information at the time of hiring and when employment changes occur in violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act).
- (ix) failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802;
- (x) failure to provide notice of paid sick time and accrual in violation of Labor Code 246.

VENUE AND JURISDICTION

5. Venue is proper under California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that Representative Plaintiff's injuries were incurred within the County of Los Angeles, the actions giving rise to Representative Plaintiff's complaint arose within the County of Los Angeles, and Defendant is located in the County of Los Angeles.

STATEMENT OF FACTS

6. Representative Plaintiff was hired by Defendants as a Charge Nurse on or about January of 2020. Representative Plaintiff worked for Defendants up until approximately May of 2020 when her employment terminated. Defendants are doing business in California providing a wide-range of inpatient and outpatient medical and surgical services.

7. While employed with Defendants, Representative Plaintiff and other aggrieved employees that worked with him at the Company's California locations, which include other aggrieved employees that he seeks to represent in this action, working as non-exempt, hourly employees (herein collectively identified as "other aggrieved employees") were regularly required to work off-the-clock, and during their rest and meal periods.

8. Defendants failed to pay its aggrieved employees' overtime in accordance with California law when they worked in excess of eight (8) hours in a day and/or 40 hours within a

1 workweek. Defendants also failed to pay its aggrieved employees' double time in accordance with
2 California law when they worked in excess of 12 hours in a workday.

3 9. Defendants failed to provide Representative Plaintiff and other aggrieved employees
4 with meal periods in accordance with Labor Code Sections 512(a) and 226.7, as aggrieved
5 employees were often not afforded an opportunity to take an off-duty meal period of at least 30
6 minutes within the first five (5) hours of their shift, because of work understaffing, inadequate
7 coverage, unreasonably high workload and expectations, and/or other actions, inactions, or
8 decisions made by and within the sole control and discretion of Defendants.

9 10. Additionally, when Representative Plaintiff and aggrieved employees worked in
10 excess of 10 hours in a day, they were not offered an opportunity to take a second meal period in
11 accordance with Labor Code section 512(a).

12 11. Defendants also failed to pay its aggrieved employees a premium pursuant to Labor
13 Code section 226.7 when it failed to provide its employees with legally adequate meal periods as
14 described above.

15 12. Defendants also failed to provide Representative Plaintiff and other aggrieved
16 employees with a 10-minute rest break for every four hours of work, or every major fraction
17 thereof, as employees were forced to work extended periods without rest breaks due to
18 understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other
19 actions, inactions, or decisions made by and within the sole control and discretion of Defendants.
20 Defendants also failed to provide its employees with a premium payment pursuant to Labor Code
21 section 226.7 when it failed to provide its employees with legally adequate rest breaks.

22 13. Additionally, Plaintiff and other aggrieved employees were not provided a premium
23 wage pursuant to Labor Code section 226.7 for their legally inadequate meal and rest periods, as
24 they were not relieved of all duties and responsibilities for the respective time periods as required
25 by the law. Defendants' failure to properly pay Plaintiff and other aggrieved employees for all
26 hours worked in these instances violates Labor Code sections 226.7, 512(a), 1198 and the
27 applicable Wage Orders.

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1 14. Representative Plaintiff and other aggrieved employees were often required to work
2 off-the-clock before their shifts started, after their shifts were completed, and during their meal and
3 rest periods. During this off-the-clock time and these so-called "working lunches", employees were
4 required by Defendants to finish work tasks that they did not have time to finish during their shift
5 because of understaffing, inadequate coverage, unreasonably high workload and expectations,
6 and/or other actions, inactions, or decisions made by and within the sole control and discretion of
7 Defendants'.

8 15. Defendants, being aware of these occurrences, still deducted 30 minutes from their
9 pay on these days that they were required to continue working without a legal meal period. The
10 Companies altered and adjusted time-sheets and time-cards in order to obfuscate this fact.

11 16. Defendants required Plaintiff and other aggrieved employees to work without
12 appropriate compensation, including the payment of at least minimum wage, for such work time as
13 described above in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198, and
14 the applicable Wage Orders.

15 17. California Labor Code section 226(a) provides that every employer shall furnish to
16 each of its employees an accurate, itemized wage statement in writing, showing, among other
17 things, all applicable hourly rates in effect during the pay period and the corresponding correct
18 number of hours worked at each hourly rate by the employee. Defendants' wage statements fail to
19 comply with this section of the Labor Code as they list the incorrect rates of pay and the incorrect
20 number of hours worked at each rate of pay. The number of hours that the employees actually spent
21 working for the Companies, which are listed on the pay stubs, is incorrect because of, among other
22 things, the Companies' failure to properly compensate its employees for all of the time that they
23 spent working under their employer's control.

24 18. Defendants wage statements listed the incorrect rates of pay and earnings. Thus, the
25 total earnings and the overtime hours listed on the employee's pay stubs are incorrect. The number
26 of hours that the employees actually spent working for the Companies that is listed on the wage
27 statement is also incorrect because of the Companies' failure to record and compensate its
28 employees for all of the time that they are under its control, including, but not limited to, time that

1 they spend complying with the Companies' required "working lunches" and off-the-clock work,
2 and when Defendants deducted 30-minutes for meal periods that were not legally adequate.

3 19. Defendants regularly scheduled and required Representative Plaintiff and the other
4 aggrieved employees to work "split shifts". California Code of Regulations 11050(4)(C) requires
5 employer to furnish to employees one (1) hour's pay at the minimum wage in addition to the wages
6 for that work day for any day in which an employee works a "split shift". However, despite
7 regularly scheduling Representative Plaintiff and the other aggrieved employees for "split shifts",
8 Defendants failed to pay Representative Plaintiff and the other aggrieved employees one (1) hour's
9 pay at the minimum wage in addition to the wages for that work day as required by law.

10 20. Representative Plaintiff and all aggrieved employees who worked for Defendants
11 did not receive all wages earned on time as defined by California Labor Code section 204. As a
12 consequence of Defendants failures as described above, Representative Plaintiff and other
13 aggrieved employees did not receive, among other things, their straight time, overtime, or double
14 time pay, minimum wages for off-the-clock work, rest period premium wages, meal period
15 premium wages.

16 21. Representative Plaintiff and all aggrieved employees who were separated from their
17 employment with Defendants, to whom Defendants willfully failed to pay for all hours worked as
18 described herein, are also entitled to up to thirty days of wages pursuant to California Labor Code
19 sections 201, 202, and 203.

20 22. Defendants failed to provide employees with basic information at the time of hiring
21 and when changes occurred to their employment, including, rate of pay (including overtime),
22 whether employee would be paid hourly, salary, piece rate, or by shift, day, week, commission, or
23 otherwise, and information regarding allowances, such as for as meals and lodging, and
24 information regarding the right to accrue and use paid sick leave and the legal protections for
25 employee when so doing.

26 23. Defendants directed Representative Plaintiff and other aggrieved employees to incur
27 personal expenses on behalf of Defendants while performing their respective job duties. Such
28 personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and

1 parking expenses. Without incurring these expenses, Representative Plaintiff and other aggrieved
2 employees would not be able to accomplish their job duties. Defendants failed to indemnify
3 Representative Plaintiff and other aggrieved for all of these necessary expenditures.

4 24. Defendants failed to provide to Representative Plaintiff and other aggrieved
5 employees who worked for them for more than 30 days with written notice setting the amount of
6 sick leave available, or paid time off in lieu thereof, on either their itemized wage statements or in a
7 separate writing accompanying such statements.

8 **FIRST CAUSE OF ACTION**

9 **(VIOLATION OF LABOR CODE § 2698, ET SEQ.)**

10 **(By Plaintiff Against Defendants and Does 1 through 10, inclusive)**

11 25. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
12 21, and each and every part thereof with the same force and effect as though fully set forth herein.

13 26. PAGA expressly establishes that any provisions of the California Labor Code which
14 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
15 divisions, commissions, boards, agencies or employees for a violation of the California Labor
16 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
17 himself or herself, and other current or former employees.

18 27. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
19 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
20 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
21 penalty.

22 28. Plaintiff and the other hourly-paid or non-exempt employees, are "aggrieved
23 employees" within the meaning of California Labor Code section 2699(c) as they are all current or
24 former employees of Defendants, and one or more of the alleged violations was committed against
25 them.

26 **Failure to Pay Overtime**

27 29. Defendants' failure to pay legally required overtime wages to Plaintiff and the other
28 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity

1 prohibited by California Labor Code sections 510 and 1198.

2 **Failure to Provide Meal Periods**

3 30. Defendants' failure to provide legally required meal periods to Plaintiff and the
4 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
5 activity prohibited by California Labor Code sections 226.7, 512(a), 1198, and the applicable Wage
6 Orders.

7 **Failure to Provide Rest Periods**

8 31. Defendants' failure to provide legally required rest periods to Plaintiff and the other
9 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
10 prohibited by California Labor Code section 226.7.

11 **Failure to Pay Minimum Wages**

12 32. Defendants' failure to pay legally required minimum wages to Plaintiff and the
13 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
14 activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

15 **Failure to Keep Accurate and Provide Itemized Wage Statements**

16 33. Defendants' failure to keep accurate, and provide itemized wage statements to
17 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a),
18 1174(d), and 1198 constitutes unlawful and/or unfair activity prohibited by California Labor Code
19 section 226(a), 1174(d), and 1198.

20 **Failure to Pay "Split Shift" Premiums**

21 34. Defendants' failure to pay Representative Plaintiff and the other aggrieved
22 employees one (1) hour's pay at the minimum wage in addition to the wages for that workday for
23 any workday in which Representative Plaintiff and the other aggrieved employees were scheduled
24 for and required to work a "split shift" constitutes unlawful or unfair activity prohibited by
25 California Labor Code 1198 and California Code of Regulations 11050(4)(C).

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

27 35. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
28 employees during employment in accordance with Labor Code section 204 constitutes unlawful

1 and/or unfair activity prohibited by California Labor Code section 204.

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

3 36. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
4 employees upon termination in accordance with Labor Code sections 201, 202, and 203 constitutes
5 unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

6 **Failure to Provide Basic Information upon Hiring / When Conditions of Employment Change**

7 37. Defendants' failure to provide basic information to Plaintiff and the other aggrieved
8 employees related to the conditions of their pay and their rights regarding sick leave in accordance
9 with California Labor Code section 2810.5(a)(1)(A)-(C) constitutes unlawful and/or unfair activity
10 prohibited by California Labor Code section 2810.5(a)(1)(A)-(C).

11 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

12 38. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
13 necessary business-related expenses and costs in accordance with California Labor Code sections
14 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
15 sections 2800 and 2802.

16 **Failure to Provide Notice of Paid Sick Time and Accrual**

17 39. Defendants' failure to provide Plaintiff and the other aggrieved employees that
18 works for the same employer for more than 30 days with written notice setting the amount of sick
19 leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a
20 separate writing accompanying such statements in accordance with Labor Code 246 constitutes
21 unlawful and/or unfair activity prohibited by California Labor Code section 246.

22 40. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
23 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of
24 them, business expenses, unpaid wages, and/or untimely wages according to proof, interest,
25 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory
26 penalties against Defendants, and each of them, including but not limited to:

- 27 a. Penalties under California Labor Code section 2699 in the amount of a
28 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation,

1 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
2 subsequent violation;

3 b. Penalties under California Code of Regulations Title 8 section 11010, et seq.
4 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
5 initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay
6 period for each subsequent violation;

7 c. Penalties under California Labor Code section 210 in addition to, and
8 entirely independent and apart from, any other penalties provided in the California Labor
9 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay
10 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
11 per pay period for each subsequent violation; and

12 d. Any and all additional penalties and sums as provided by the California
13 Labor Code and/or other statutes.

14 41. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
15 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
16 Workforce Development Agency for the enforcement of labor laws and education of employers
17 and employees about their rights and responsibilities and twenty-five percent (25%) to the
18 aggrieved employees.

19 42. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
20 pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

21 THEREFORE, Representative Plaintiff and the individuals he seeks to represent request
22 relief as described below:

23 **PRAYER**

24 THEREFORE, Representative Plaintiff prays for judgment against Defendants, and Does 1
25 through 100, and each of them, as follows:

26 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
27 Procedure Section 1021.5;

28 2. Statutory penalties under PAGA;

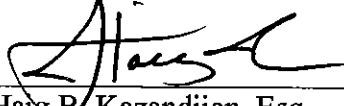
9.

1 3. Costs of suit; and

2 4. Such further relief as the Court deems just and proper.

3 Dated: October 6, 2020

4 **HAIG B. KAZANDJIAN LAWYERS, APC**

5 By: 

6 Haig B. Kazandjian, Esq.,

7 Cathy Gonzalez, Esq.,

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9 Attorneys for Plaintiff STEPHANIE HILL

10 on behalf of herself and all others similarly
11 situated