

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

FOOTHILL BEHAVIORAL HEALTH CONSULTANTS A MEDICAL CORPORATION, a California Corporation; IKECHUKWU ANELE OHIAERI, MD, an Individual; and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RAYLEEN RODRIGUEZ, an individual, on behalf of herself and all other AGGRIEVED EMPLOYEES

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 17 2021

BY

Elisabeth Martinez
ELISABETH MARTINEZ, DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

San Bernardino Justice Center
247 West Third Street,
San Bernardino, CA 92415

CASE NUMBER: (Número del Caso):

CIV SB 2102919

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Haig B. Kazandjian Lawyers, APC; 801 North Brand Blvd., Suite 970, Glendale, CA 91203; (818) 696-2306

DATE:

(Fecha)

FEB 17 2021

Clerk, by

(Secretario)

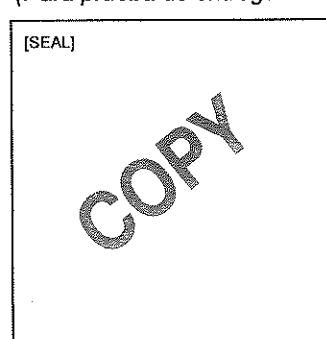
Elisabeth Martinez

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date)

BY FAX

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 17 2021

BY 
ELISABETH MARTINEZ, DEPUTY

Attorneys for Plaintiff RAYLEEN RODRIGUEZ
individually and on behalf of all other AGGRIEVED EMPLOYEES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

RAYLEEN RODRIGUEZ, an individual, on
behalf of herself and all other AGGRIEVED
EMPLOYEES

Plaintiff,

vs.

FOOTHILL BEHAVIORAL HEALTH
CONSULTANTS A MEDICAL
CORPORATION, a California Corporation;
IKECHUKWU ANELE OHIAERI, MD, an
individual; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIV SB 2102919

**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 RAYLEEN RODRIGUEZ (hereinafter referred to as "REPRESENTATIVE
PLAINTIFF") alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and
was employed by FOOTHILL BEHAVIORAL HEALTH CONSULTANTS A MEDICAL

1 CORPORATION, from on or about May 12, 2018 until on or about February 27, 2020.

2 2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
3 information and belief, alleges that at all times mentioned herein, FOOTHILL BEHAVIORAL
4 HEALTH CONSULTANTS A MEDICAL CORPORATION is a California Corporation, licensed
5 to do business and actually doing business in the State of California.

6 3. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
7 information and belief, alleges that DEFENDANTS are a group medical practice, and have
8 approximately two (2) locations throughout California. Thus, DEFENDANTS are subject to the
9 applicable California laws as alleged throughout this Complaint.

10 4. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities,
11 whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 100,
12 inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE
13 PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS' true
14 names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF is
15 informed and believes, and based thereon alleges, that said fictitiously-named DEFENDANTS are
16 responsible in some manner for the injuries and damages to REPRESENTATIVE PLAINTIFF and
17 the other AGGRIEVED EMPLOYEES as further alleged herein.

18 5. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for
19 either of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint
20 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid
21 employees who worked for all DEFENDANTS only.

22 6. The definition of "employer" for purposes of the California Labor Code includes
23 irregular working arrangements, and was specifically drafted in order to prevent evasion and
24 subterfuge of California's labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed
25 and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown
26 entities, must be classified as joint-employers for purposes of liability for civil penalties under the
27 Private Attorneys General Act ("PAGA"). As such, DEFENDANTS are each liable for civil
28 penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and

1 the other AGGRIEVED EMPLOYEES.

2 7. The term "DEFENDANTS" used throughout this Complaint includes all named
3 DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS
4 whether corporate, individual, or otherwise, that are now unknown but are referred to throughout
5 this Complaint as DOES 1 through 100, inclusive.

6 8. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
7 alleges, that DEFENDANT IKECHUKWU ANELE OHIAERI, MD (hereinafter, "OHIAERI") is
8 an individual who resides in the State of California and the County of SAN BERNARDINO.
9 DEFENDANT OHIAERI was and is an agent of DEFENDANTS, and in that capacity was and is
10 responsible for overseeing and implementing DEFENDANTS timekeeping policies and procedures
11 that REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES were made to
12 follow.

13 9. This is only a Private Attorney General Action Complaint, pursuant to California
14 Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other
15 persons similarly situated who worked for DEFENDANTS in their California locations as non-
16 exempt, hourly employees (herein collectively identified as "AGGRIEVED EMPLOYEES") for:

17 (i) failure to pay overtime and double time in violation of Labor Code sections 510 and
18 the applicable Wage Orders;

19 (ii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
20 512(a), and the applicable Wage Orders;

21 (iii) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194,
22 1197, 1197.1, and the applicable Wage Orders;

23 (iv) failure to keep accurate payroll records and provide itemized wage statements in
24 violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;

25 (v) failure to pay all wages earned on time in violation of Labor Code section 204;

26 (vi) failure to pay all wages earned upon discharge or resignation in violation of Labor
27 Code sections 201, 202, and 203;

1 (vii) failure to provide basic information at the time of hiring and when employment
2 changes occur in violation of Labor Code section 2810.5(a)(1)(A)-(C) (Wage Theft Prevention
3 Act).

4 (viii) failure to reimburse necessary, business-related expenses in violation of Labor Code
5 sections 2800 and 2802;

6 (ix) failure to provide notice of paid sick time and accrual in violation of Labor Code
7 section 246;

8 (x) employers, and individuals acting on behalf of employers, violating or causing to be
9 violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

10 VENUE AND JURISDICTION

11 10. Venue is proper under California Code of Civil Procedure section 395 and under
12 California Government Code section 12965(b), in that REPRESENTATIVE PLAINTIFFS'
13 injuries were incurred within the County of SAN BERNARDINO, the actions giving rise to
14 REPRESENTATIVE PLAINTIFFS' Complaint arose within the County of SAN BERNARDINO,
15 and DEFENDANTS are located in the County of SAN BERNARDINO.

16 11. This Court has jurisdiction over REPRESENTATIVE PLAINTIFFS' claims for
17 civil penalties under the PAGA, California Labor Code sections 2698 *et seq.*

18 SCOPE

19 12. The "AGGRIEVED EMPLOYEES" are DEFENDANTS current and former hourly-
20 paid, non-exempt employees, who either were or are employed in the State of California from July
21 30, 2019 through the date of judgment in this action.

22 STATEMENT OF FACTS

23 13. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS as a Medical
24 Assistant on or about May 12, 2018. DEFENDANTS are California Corporation that operates as a
25 Group medical practice. REPRESENTATIVE PLAINTIFF worked for DEFENDANTS up until on
26 or about February 28, 2020 and received a final pay check on or about February 28, 2020.

27 14. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFF and other
28 AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFF seeks to represent in this

1 action, working as non-exempt, hourly-paid employees were regularly required to work off-the-
2 clock, and/or during their rest and/or meal periods.

3 15. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on July 30, 2020 by serving
4 a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor Code
5 section 2699.3. As of October 3, 2020, 65 Days after REPRESENTATIVE PLAINTIFF's PAGA
6 Notice, REPRESENTATIVE PLAINTIFF has not received correspondence from the LWDA
7 regarding its intent to investigate PLAINTIFF's claims.

8 16. California Labor Code sections 510 and the applicable Wage Orders require
9 employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a
10 week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for
11 time such worked, and two (2) times their regular rate of pay ("double time") for such hours
12 worked in excess of 12 hours in a day. "Regular rate" includes all remuneration, including non-
13 discretionary bonuses and incentives.

14 17. During the relevant time period, REPRESENTATIVE PLAINTIFF and other
15 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in
16 a workday and/or 40 hours in a workweek.

17 18. DEFENDANTS routinely required REPRESENTATIVE PLAINTIFF and the other
18 AGGRIEVED EMPLOYEES to perform work tasks before and/or after their scheduled shifts,
19 and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence,
20 DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFF and the other
21 AGGRIEVED EMPLOYEES all of the wages to which they were entitled.

22 19. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
23 require employers to pay employees one (1) additional hour of pay at the employees' regular rate
24 for each work day that a legally compliant meal and/or rest break was not provided. Employers
25 cannot require, cause, or permit an employee to work more than five (5) hours per day without
26 providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday,
27 employers are required to either provide a second, uninterrupted 30-minute meal break or pay
28 employees an additional one (1) hour of pay at the employees' regular rate. If the employer fails to

1 properly record a valid meal period, it is presumed that no meal period was provided. Furthermore,
2 no employer shall require an employee to work during any rest period. Rest periods requirements
3 are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4)
4 hours, or major fraction thereof, that employee worked.

5 20. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other
6 AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE
7 PLAINTIFF and other AGGRIEVED EMPLOYEES were routinely required to work through these
8 periods instead, because of understaffing, inadequate coverage, unreasonably high workload and
9 expectations, and/or other actions, inactions, or decisions made by and within the sole control and
10 discretion of DEFENDANTS.

11 21. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked
12 shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more
13 without a second meal break, due to understaffing, inadequate coverage, unreasonably high
14 workload and expectations, and/or other actions, inactions, or decisions made by and within the
15 sole control and discretion of DEFENDANTS.

16 22. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
17 alleges, that any purported appearance of meal and rest break compliance is because
18 DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the
19 timekeeping records of REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
20 in an attempt to hide the aforementioned infractions. DEFENDANTS, knowingly and contrary to
21 law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods
22 that were never taken and/or were legally non-compliant, and/or otherwise falsified or altered
23 timekeeping records.

24 23. DEFENDANTS knew, or should have known, that their behavior caused
25 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES to work through the
26 above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still chose
27 not to pay meal and rest period premiums required by law.

28 24. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers

1 to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended
2 by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

3 (1) For any employer who employs 26 or more employees:

4 (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

5 (B) From January 1, 2018, to December 31, 2018, \$11 per hour.

6 (C) From January 1, 2019, to December 31, 2019, \$12 per hour.

7 (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

8 (E) From January 1, 2021, to December 31, 2021, \$14 per hour.

9 (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

10 (2) For any employer who employs 25 or fewer employees:

11 (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

12 (B) From January 1, 2019, to December 31, 2019, \$11 per hour.

13 (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

14 (D) From January 1, 2021, to December 31, 2021, \$13 per hour.

15 (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

16 (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

17 25. The minimum wage standard applies to each hour employees worked for which they
18 were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee
19 is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in
20 an average hourly wage above minimum wage.

21 26. As alleged throughout this Complaint, due to the company-wide failures of
22 DEFENDANTS, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
23 forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest
24 breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE
25 PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified
26 timekeeping records to hide this fact.

27 27. California Labor Code 226(a) requires employers to create and provide to
28 employees true and accurate employment records. California Labor Code section 226(e) provides

1 that if an employer fails to furnish an employee with same, the employee is entitled to recover the
2 greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each
3 subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any
4 employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and
5 \$1,000 per employee for each subsequent violation.

6 28. California Labor Code 1174(d) requires employers to keep payroll records showing
7 hours worked, and wages paid to and/or number of piece-rate units earned, for all employees.
8 California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain
9 same.

10 29. California Labor Code section 1198 provides that maximum hours and standard
11 conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant
12 to the applicable Wage Order, employers must keep accurate records of when employees begin and
13 end each work period and each meal period.

14 30. DEFENDANTS knowingly provided employees with records that do not meet the
15 statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and
16 accurately document, among other things, employees off-the-clock work. As a result,
17 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by
18 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

19 31. The statements in question are deficient in many other ways, including, but not
20 limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers
21 of hours worked at each rate, failure to list the full legal name and address of the employer, failure
22 to provide employees with the ability to easily access wage statements and get hard copies at no
23 expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

24 32. DEFENDANTS willfully failed to maintain accurate payroll records for
25 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES as a result of
26 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-
27 the-clock work. DEFENDANTS failure makes it impossible for REPRESENTATIVE PLAINTIFF
28 and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment,

1 thereby causing further injuries to each of them.

2 33. California Labor Code section 204 requires that all wages earned, other than those
3 due upon termination, be paid on time as defined by the statute.

4 34. As a result of the numerous company-wide failures of DEFENDANTS as described
5 throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and
6 other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum
7 wages, overtime wages, and/or double time wages within the statutorily required time period.

8 35. California Labor Code sections 201, 202, and 203 provide that employees who are
9 terminated are due all wages earned immediately. Employees who resign their employment without
10 giving 72-hours' notice are due all wages earned within 72 hours of their resignation. Employees
11 who resign their employment giving 72-hours' notice are entitled to all wages earned at the time
12 their resignation becomes effective.

13 36. DEFENDANTS terminated their employment relationship with
14 REPRESENTATIVE PLAINTIFF on February 27, 2020. Accordingly, REPRESENTATIVE
15 PLAINTIFF was due all wages earned immediately.

16 37. When REPRESENTATIVE PLAINTIFF finally received REPRESENTATIVE
17 PLAINTIFF's final paycheck on February 28, 2020, that final paycheck was legally deficient in
18 that it did not account for all wages earned despite DEFENDANTS knowing that such wages were
19 due to REPRESENTATIVE PLAINTIFF. Due to the company-wide failures of DEFENDANTS as
20 described throughout this Complaint, DEFENDANTS similarly failed to pay other AGGRIEVED
21 EMPLOYEES timely wages upon their discharge or resignation.

22 38. Codified in California Labor Code section 2810.5, California's Wage Theft
23 Protection Act requires employers to provide employees with basic information at the time of
24 hiring and when changes occur to their employment. The Wage Theft Protection Act provides that
25 an employee must be furnished with written notice of, at the time of hiring; rate of pay (including
26 overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and
27 allowances claimed such as meal or lodging. This notice must include a statement that the
28 employee can accrue and use sick leave, has the right to request and use paid sick leave, may not

1 be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a
2 complaint against any employer who does so retaliate.

3 39. DEFENDANTS hired REPRESENTATIVE PLAINTIFF on or about May 12, 2018,
4 and REPRESENTATIVE PLAINTIFF continued to work for DEFENDANTS until on or about
5 February 27, 2020. During that time, changes, including, but not limited to, raises, promotions, title
6 changes, relocations, and new and additional assignments were earned by and/or assigned to
7 REPRESENTATIVE PLAINTIFF. As a result of each of these, changes occurred to
8 REPRESENTATIVE PLAINTIFF's employment as defined by Labor Code 2810.5(a)(1)(A)-(C)
9 and the Wage Theft Prevention Act.

10 40. When hired and each time such changes to REPRESENTATIVE PLAINTIFF and
11 other AGGRIEVED EMPLOYEES employment occurred, DEFENDANTS were required to
12 furnish documents to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
13 with such basic information and written notice of, among other things, their rate of pay (including
14 overtime), their right to accrue and request paid sick leave, and their right to file a complaint
15 against DEFENDANTS should they infringe upon such rights. DEFENDANTS failed to furnish
16 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES with such written
17 notices as required.

18 41. California Labor Code Sections 2800 and 2802 require that an employer indemnify
19 employees for all necessary expenditures or losses incurred by the employee in direct consequence
20 of the discharge of their duties.

21 42. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
22 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing
23 their job duties. Such personal expenses include, but are not limited to: use of personal cell phone,
24 travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFF and the other
25 AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties
26 absent incurring these personal expenses. DEFENDANTS failed to indemnify
27 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for all necessary
28 expenditures or losses accordingly.

1 43. California Labor Code section 246 provides that an employee who works for the
2 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a
3 rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the
4 commencement of employment. Employers must provide employees with written notice setting the
5 amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage
6 statements (as described in Labor Code section 226) or in a separate writing accompanying such
7 wage statements.

8 44. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about May
9 12, 2018 and worked for DEFENDANTS until on or about February 27, 2020.
10 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked for
11 DEFENDANT for more than 30 days, triggering the protections of Labor Code section 246 as
12 described above. Nevertheless, DEFENDANTS failed to furnish upon REPRESENTATIVE
13 PLAINTIFF and other AGGRIEVED EMPLOYEES, either on itemized wage statements or in a
14 separate writing accompanying such wage statements, the amount of sick leave available to
15 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES.

16 45. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave
17 that should have been paid to REPRESENTATIVE PLAINTIFF and other AGGRIEVED
18 EMPLOYEES but for DEFENDANTS failure to properly institute and/or adhere to a legally
19 compliant paid sick leave program. REPRESENTATIVE EMPLOYEE is informed and believes,
20 and based thereon alleges, that these practices were experienced and continue to be experienced by
21 the other AGGRIEVED EMPLOYEES.

22 46. California Labor Code section 558(a) provides that any employer, including
23 individuals acting on behalf of employers, that violates, or causes to be violated, a section of the
24 Labor Code or any applicable Wage Orders are subject to the following penalties;

- 25 • \$50 for any initial violation for each underpaid employee for each pay period for
26 which the employee was underpaid in addition to an amount sufficient to recover
27 unpaid wages;
- 28 • \$100 for each subsequent violation for each underpaid employee for each pay period

1 for which the employee was underpaid in addition to an amount to recover unpaid
2 wages;

3 47. Labor Code section 558.1 permits joint and several liability as to both an individual
4 and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code
5 section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

6 48. DEFENDANTS are employers, and DEFENDANT OHIAERI, acting on behalf
7 thereof, violated REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES' rights
8 by violating, or causing to be violated, various sections of this code as described throughout this
9 Complaint.

10 **FIRST CAUSE OF ACTION**

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

12 **(By REPRESENTATIVE PLAINTIFF Against DEFENDANT(S) and Does 1 through 10,**
13 **inclusive)**

14 49. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations
15 contained in each of the preceding paragraphs and each and every part thereof with the same force
16 and effect as though fully set forth herein.

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

22 51. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
23 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
24 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
25 penalty.

26 52. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt
27 employees, are "AGGRIEVED EMPLOYEES" within the meaning of California Labor Code
28 section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of

1 the alleged violations was committed against them.

2 **Failure to Pay Overtime / Double Time**

3 53. DEFENDANTS failure to pay legally required overtime and double time wages to
4 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of the
5 Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code
6 sections 510 and 1198.

7 **Failure to Provide Meal and Rest Periods**

8 54. DEFENDANTS failure to provide legally required meal and rest periods to
9 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
10 and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the
11 applicable Wage Orders.

12 **Failure to Pay Minimum Wages**

13 55. DEFENDANTS failure to pay legally required minimum wages to
14 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
15 and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1,
16 and the applicable Wage Orders.

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

18 56. DEFENDANTS failure to keep accurate and provide itemized wage statements to
19 Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity
20 prohibited by California Labor Code section 226(a), 1174(d), and 1198.

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

22 57. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
23 and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or
24 unfair activity prohibited by California Labor Code section 204.

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

26 58. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
27 and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair
28 activity prohibited by California Labor Code sections 201, 202, and 203.

1 **Failure to Provide Information Required by the Wage Theft Prevention Act**

2 59. DEFENDANTS failure to provide basic information to REPRESENTATIVE
3 PLAINTIFF and other AGGRIEVED EMPLOYEES related to the conditions of their pay and their
4 rights regarding sick leave constitutes unlawful and/or unfair activity prohibited by California
5 Labor Code section 2810.5(a)(1)(A)-(C).

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

7 60. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other
8 AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes
9 unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

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

11 61. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other
12 AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written
13 notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their
14 itemized wage statements or in a separate writing accompanying such statements constitutes
15 unlawful and/or unfair activity prohibited by California Labor Code section 246.

16 **Civil Penalties**

17 62. DEFENDANT OHIAERI's actions, as outlined above, on behalf of DEFENDANTS
18 that violated, or caused to be violated, the above-mentioned labor codes constitute unfair and/or
19 unlawful activity in violation of California Labor Code section 558(c). California Labor Code
20 section 558(c) specifically clarifies that penalties in this section are in addition to any other civil
21 penalty.

22 63. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF,
23 individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover
24 penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully
25 described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor
26 Code section 218.5, 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, including, but not limited to, penalties pursuant to
14 California Labor Code 558(a).

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

19 65. Further, REPRESENTATIVE PLAINTIFF is entitled to seek and recover
20 reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and
21 2699 and any other applicable statute.

22 THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to represent
23 request relief as described below:

24 **PRAYER**

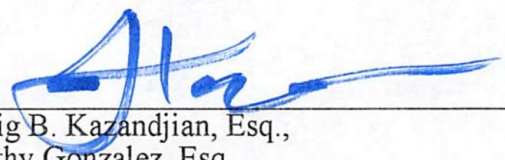
25 THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against
26 DEFENDANTS, and Does 1 through 100, and each of them, as follows:

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

2. Statutory penalties under PAGA;
3. Costs of suit; and
4. Such further relief as the Court deems just and proper.

Dated: February 16, 2021

HAIG B. KAZANDJIAN LAWYERS, APC.

By: 

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Cathy Gonzalez, Esq.,
Kevin Crough, Esq.,
Attorneys for Plaintiff RAYLEEN
RODRIGUEZ, individually and on behalf of
other AGGRIEVED EMPLOYEES