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Attorneys for Plaintiff DENISE BELTRAN

on behalf of herself and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**DENISE BELTRAN, an individual, on behalf of)
herself and all other aggrieved employees)

Plaintiff,

vs.

VISTA DEL MAR CHILD AND FAMILY)
SERVICES, a California Corporation, and)
DOES 1 through 100, inclusive,)

Defendants.

Case No. 20SMCV01926**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)**20SMCV01926****Sherri R. Carter Executive Officer / Clerk of Court****12/11/2020****L. Kulkin**

Plaintiff DENISE BELTRAN (hereinafter, "REPRESENTATIVE PLAINTIFF"

"PLAINTIFF" or "BELTRAN") alleges as follows:

PARTIES1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and
was employed by VISTA DEL MAR CHILD AND FAMILY SERVICES (hereinafter referred to

1 as “DEFENDANT”) from on or about November 11, 2019 until on or about March 11, 2020.

2 2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
3 information and belief, alleges that at all times mentioned herein, DEFENDANT is a California
4 Corporation, licensed to do business and actually doing business in the State of California.
5 DEFENDANT provides clinical programs and social, educational, and behavioral health services.
6 DEFENDANT has approximately one location in Los Angeles, California. Thus, DEFENDANT is
7 subject to the applicable California laws as alleged in this action.

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

16 4. This is only a Private Attorney General Action Complaint, pursuant to California
17 Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other
18 persons similarly situated who worked for DEFENDANT in their California locations as non-
19 exempt, hourly employees (herein collectively identified as “other aggrieved employees”) for:

- 20 (i) Failure to provide employment records in violation of Labor Code sections 226,
21 432, and 1198.5;
- 22 (ii) failure to pay overtime and double time in violation of Labor Code sections 510 and
23 the applicable Wage Orders;
- 24 (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
25 512(a), and the applicable Wage Orders;
- 26 (iv) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194,
27 1197, 1197.1, and the applicable Wage Orders;
- 28 (v) failure to keep accurate payroll records and provide itemized wage statements in

- violation of Labor Code 226(a), 1174(d), 1198, and the applicable Wage Orders;
- (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, and;
- (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 DEFENDANT as a Nurse on or about November 11, 2019. REPRESENTATIVE PLAINTIFF worked for DEFENDANT up until on or about March 11, 2020 when she was terminated.

7. While employed with DEFENDANT, REPRESENTATIVE PLAINTIFF and other aggrieved employees that worked with her at DEFENDANT California locations, which include other aggrieved employees that she seeks to represent in this action, working as non-exempt, hourly employees (herein collectively identified as "aggrieved employees") were regularly required to work off-the-clock, and during their rest and meal periods.

8. California Labor Code 226 provides that employers must comply with a request for records of hours worked and wages paid within 21 days. Labor Code 432 further provides that

1 employees are entitled to all documents they signed relating to the obtaining or holding of
2 employment. Labor Code 1198.5 additionally provides that employees are entitled to inspect and
3 obtain a copy of their personnel records upon request.

4 9. Despite such requests having been continually made by REPRESENTATIVE
5 PLAINTIFF through counsel, and receipt of same by DEFENDANT, DEFENDANT has failed to
6 timely provide to REPRESENTATIVE PLAINTIFF all documents to which they are entitled.

7 10. DEFENDANT failed to pay REPRESENTATIVE PLAINTIFF and the other
8 aggrieved employees' overtime in accordance with California law when they worked in excess of
9 eight (8) hours in a day and/or 40 hours within a workweek.

10 11. DEFENDANT also failed to pay REPRESENTATIVE PLAINTIFF and the other
11 aggrieved employees' double time in accordance with California law when they worked in excess
12 of 12 hours in a workday.

13 12. DEFENDANT failed to provide REPRESENTATIVE PLAINTIFF and other
14 aggrieved employees with meal periods in accordance with Labor Code Sections 512(a) and 226.7,
15 as aggrieved employees were often not afforded an opportunity to take an off-duty meal period of
16 at least 30 minutes within the first five (5) hours of their shift, because of understaffing, inadequate
17 coverage, unreasonably high workload and expectations, and/or other actions, inactions, or
18 decisions made by and within the sole control and discretion of DEFENDANT.

19 13. Additionally, when REPRESENTATIVE PLAINTIFF and the other aggrieved
20 employees worked in excess of 10 hours in a day, they were not offered an opportunity to take a
21 second meal period in accordance with Labor Code section 512(a).

22 14. DEFENDANT failed to pay REPRESENTATIVE PLAINTIFF and the other
23 aggrieved employees a premium payment pursuant to Labor Code section 226.7 when it failed to
24 provide its employees with legally adequate meal periods as described above.

25 15. DEFENDANT also failed to provide REPRESENTATIVE PLAINTIFF and the
26 other aggrieved employees with a 10-minute rest break for every four (4) hours of work, or every
27 major fraction thereof, as employees were forced to work extended periods without rest breaks due
28 to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other

1 actions, inactions, or decisions made by and within the sole control and discretion of
2 DEFENDANT(S).

3 16. DEFENDANT failed to provide REPRESENTATIVE PLAINTIFF and the other
4 aggrieved employees a premium payment pursuant to Labor Code section 226.7 when it failed to
5 provide its employees with legally adequate rest breaks.

6 17. Additionally, REPRESENTATIVE PLAINTIFF and other aggrieved employees
7 were not provided a premium wage pursuant to Labor Code section 226.7 for their legally
8 inadequate meal and rest periods when as they were not relieved of all duties and responsibilities
9 for the respective time periods as required by the law.

10 18. DEFENDANTS' failure to properly pay REPRESENTATIVE PLAINTIFF and
11 other aggrieved employees for all hours worked in these instances violates Labor Code sections
12 226.7, 512(a), 1198 and the applicable Wage Orders.

13 19. REPRESENTATIVE PLAINTIFF and other aggrieved employees were often
14 required to work off-the-clock before their shifts started, after their shifts were completed, and
15 during their meal and rest periods. During this off-the-clock time and these so-called "working
16 lunches", employees were required by DEFENDANT to finish work tasks that they did not have
17 time to finish during their shift because of understaffing, inadequate coverage, unreasonably high
18 workload and expectations, and/or other actions, inactions, or decisions made by and within the
19 sole control and discretion of DEFENDANT.

20 20. DEFENDANT, being aware of these occurrences, nevertheless still deducted 30
21 minutes from REPRESENTATIVE PLAINTIFF and the other aggrieved employees' pay on days
22 that they were required to continue working without a legal meal period. DEFENDANT altered
23 and adjusted time-sheets and time-cards in order to obfuscate this fact causing further injury to
24 REPRESENTATIVE PLAINTIFF and the other aggrieved employees.

25 21. DEFENDANT required REPRESENTATIVE PLAINTIFF and other aggrieved
26 employees to work without appropriate compensation, including the payment of at least minimum
27 wage, for such work time as described above in violation of Labor Code sections 1182.12, 1194,
28 1197, 1197.1, and the applicable Wage Orders.

1 22. California Labor Code section 226(a) provides that every employer shall furnish to
2 each of its employees an accurate, itemized wage statement in writing, showing, among other
3 things, all applicable hourly rates in effect during the pay period and the corresponding correct
4 number of hours worked at each hourly rate by the employee.

5 23. DEFENDANTS' wage statements fail to comply with this section of the Labor
6 Code as they list the incorrect rates of pay and the incorrect number of hours worked at each rate of
7 pay. The number of hours that the employees actually spent working for DEFENDANT, which are
8 listed on the pay stubs, are incorrect because of, among other things, DEFENDANT failure to
9 properly compensate its employees for all of the time that they spent working under their
10 employer's control.

11 24. DEFENDANT wage statements list incorrect rates of pay and earnings. Thus, the
12 total earnings and the overtime hours listed on the employee's pay stubs are incorrect. The number
13 of hours that the employees actually spent working for DEFENDANT that is listed on the wage
14 statement is also incorrect because of the Companies' failure to record and compensate its
15 employees for all of the time that they are under its control, including, but not limited to, time that
16 REPRESENTATIVE PLAINTIFF and the other aggrieved employees spent complying with
17 DEFENDANT required "working lunches" and off-the-clock work, and when DEFENDANT
18 deducted 30-minutes for meal periods that were not legally compliant.

19 25. REPRESENTATIVE PLAINTIFF and all aggrieved employees who worked for
20 DEFENDANT did not receive all wages earned on time as defined by California Labor Code
21 section 204. As a consequence of DEFENDANT failures as described above, REPRESENTATIVE
22 PLAINTIFF and other aggrieved employees did not receive, among other things, their straight
23 time, overtime, or double time pay, minimum wages for off-the-clock work, rest period premium
24 wages, meal period premium wages.

25 26. REPRESENTATIVE PLAINTIFF and all aggrieved employees who were separated
26 from their employment with DEFENDANT, to whom DEFENDANT willfully failed to pay for all
27 hours worked as described herein, are also entitled to up to thirty days of wages pursuant to
28 California Labor Code sections 201, 202, and 203.

1 27. DEFENDANT failed to provide REPRESENTATIVE PLAINTIFF and the other
2 aggrieved employees with basic information at the time of hiring and when changes occurred to
3 their employment, including, rate of pay (including overtime), whether employee would be paid
4 hourly, salary, piece rate, or by shift, day, week, commission, or otherwise, and information
5 regarding allowances, such as for as meals and lodging, and information regarding the right to
6 accrue and use paid sick leave and the legal protections for employee when so doing.

7 28. DEFENDANT directed REPRESENTATIVE PLAINTIFF and other aggrieved
8 employees to incur personal expenses on behalf of DEFENDANT while performing their
9 respective job duties. Such personal expenses include, but are not limited to: use of personal cell
10 phone, travel expenses, and parking expenses. Without incurring these expenses,
11 REPRESENTATIVE PLAINTIFF and other aggrieved employees would not be able to accomplish
12 their job duties. DEFENDANT failed to indemnify REPRESENTATIVE PLAINTIFF and other
13 aggrieved for all of these necessary expenditures.

14 29. DEFENDANT failed to provide to REPRESENTATIVE PLAINTIFF and other
15 aggrieved employees who worked for them for more than 30 days with written notice setting the
16 amount of sick leave available, or paid time off in lieu thereof, on either their itemized wage
17 statements or in a separate writing accompanying such statements.

18 30. REPRESENTATIVE PLAINTIFF filed their PAGA Notice on September 23, 2020,
19 by furnishing copies of their PAGA Notice to all named DEFENDANTS and their representative
20 Agents for Service of Process, as well as the California LWDA. As of November 27, 2020, 65-days
21 after Plaintiffs initial PAGA Notice, Plaintiffs have not received correspondence from the LWDA
22 regarding their intent to investigate Plaintiffs claims.

23 **FIRST CAUSE OF ACTION**

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

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

27 31. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations
28 contained in each of the preceding paragraphs and each and every part thereof with the same force

1 and effect as though fully set forth herein.

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

7 33. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
8 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
9 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
10 penalty.

11 34. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt
12 employees, are “aggrieved employees” within the meaning of California Labor Code section
13 2699(c) as they are all current or former employees of DEFENDANT, and one or more of the
14 alleged violations was committed against them.

15 **Failure to Provide Employment Records**

16 35. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF with her
17 employment records constitutes unlawful and/or unfair activity and is prohibited by California
18 Labor Code 226, 432, and 1198.5.

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

20 36. DEFENDANTS failure to pay legally required overtime and double time wages to
21 REPRESENTATIVE PLAINTIFF and the other aggrieved employees is in violation of the Wage
22 Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code sections
23 510 and 1198.

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

25 37. DEFENDANTS failure to provide legally required meal and rest periods to
26 REPRESENTATIVE PLAINTIFF and the other aggrieved employees constitutes unlawful and/or
27 unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the applicable
28 Wage Orders.

1 **Failure to Pay Minimum Wages**

2 38. DEFENDANTS failure to pay legally required minimum wages to
3 REPRESENTATIVE PLAINTIFF and the other aggrieved employees constitutes unlawful and/or
4 unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the
5 applicable Wage Orders.

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

7 39. DEFENDANTS failure to keep accurate and provide itemized wage statements to
8 Plaintiff and the other aggrieved employees constitutes unlawful and/or unfair activity prohibited
9 by California Labor Code section 226(a), 1174(d), and 1198.

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

11 40. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
12 and the other aggrieved employees during their employment constitutes unlawful and/or unfair
13 activity prohibited by California Labor Code section 204.

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

15 41. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
16 and the other aggrieved employees upon termination constitutes unlawful and/or unfair activity
17 prohibited by California Labor Code sections 201, 202, and 203.

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

19 42. DEFENDANTS failure to provide basic information to REPRESENTATIVE
20 PLAINTIFF and the other aggrieved employees related to the conditions of their pay and their
21 rights regarding sick leave constitutes unlawful and/or unfair activity prohibited by California
22 Labor Code section 2810.5(a)(1)(A)-(C).

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

24 43. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and the
25 other aggrieved employees for necessary business-related expenses and costs constitutes unlawful
26 and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

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

28 44. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and the other
8.

aggrieved employees that works for DEFENDANTS for more than 30 days with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a separate writing accompanying such statements constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

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

a. Penalties under California Labor Code section 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;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. 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;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties 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; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes, including, but not limited to, penalties pursuant to California Labor Code 558(a).

46. Pursuant to California Labor Code section 2699(i), civil penalties recovered by

aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

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

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

PRAYER

THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against DEFENDANTS, and Does 1 through 10, and each of them, as follows:

1. Statutory attorneys' fees and costs under PAGA and California Code of Civil 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: December 11, 2020

HAIG B. KAZANDJIAN LAWYERS, APC.

By: /s/ Haig Kazandjian
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on behalf of herself and all others similarly
situated