

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: Prime Healthcare Services,
(AVISO AL DEMANDADO): Inc.; Alvarado Hospital LLC
dba Alvarado Hospital; And
Does 1 through 20, Inclusive,

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

Denita Ellis-Ford, Individually and on behalf
of all aggrieved employees

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/23/2020 at 02:01:47 PM

Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

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): Hall of Justice
330 W Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso): 37-2020-00042881-CU-0E-CTL

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):
Jonathan M. Lebe, 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

DATE: 11/24/2020
(Fecha)

Clerk, by K. Sorianosos, Deputy
(Secretario) K. Sorianosos (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):

[SEAL]



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jon@lebelaw.com
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Los Angeles, CA 90021
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Facsimile: (213) 457-3092

Attorneys for Plaintiff Denita Ellis-Ford,
Individually and on behalf of all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

Denita Ellis-Ford, individually and on behalf of
all aggrieved employees,

Plaintiff,

vs.

Prime Healthcare Services, Inc.; Alvarado
Hospital LLC dba Alvarado Hospital; and Does
1-20, inclusive,

Defendants.

Case No. 37-2020-00042881-CU-OE-CTL

**COMPLAINT FOR RECOVERY OF
CIVIL PENALTIES PURSUANT TO
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA")**

**(1) PAGA Civil Penalties for
Violations of Labor Code §§ 1194,
1197.1 and the Applicable Wage Order
for Failure to Pay All Minimum
Wages;**

**(2) PAGA Civil Penalties for
Violations of Labor Code §§ 510, 1194,
1198 and the Applicable Wage Order
for Failure to Pay All Overtime Wages;**

**(3) PAGA Civil Penalties for
Violations of Labor Code §§ 204, 210
and the Applicable Wage Order for
Failure to Pay All Wages;**

**(4) PAGA Civil Penalties for
Violations of Labor Code §§ 226.7, 512
and the Applicable Wage Order for
Failure to Provide Timely and
Compliant Meal Periods;**

**(5) PAGA Civil Penalties for
Violations of Labor Code § 226.7, and
the Applicable Wage Order for Failure
to Provide Timely and Compliant Rest
Periods;**

(6) PAGA Civil Penalties for Violations of Labor Code §§ 246 *et seq.* for Failure to Provide Sick Pay;

(7) PAGA Civil Penalties for Violations of Labor Code §§ 226(a), 226.3 and the Applicable Wage Order for Failure to Provide Accurate and Itemized Wage Statements;

(8) PAGA Civil Penalties for Violations of Labor Code §§ 2802 and the Applicable Wage Order for Failure to Reimburse All Reasonable and Necessary Business Expenses; and

(9) PAGA Civil Penalties for Violations of Labor Code §§ 201-203 for Failure to Timely Pay All Wages Due to Terminated/Separated Employees.

Plaintiff Denita Ellis-Ford (“Plaintiff”), on behalf of herself and all others similarly aggrieved alleges as follows:

INTRODUCTION

1. Plaintiff is an individual who brings this representative action against Defendants Prime Healthcare Services, Inc., Alvarado Hospital LLC dba Alvarado Hospital, and DOES 1 through 20, inclusive (“Defendants”). Plaintiff seek to recover civil penalties for all California-based “aggrieved employees” during the “Relevant Time Period” (defined as April 6, 2019¹ to the date of trial up to and including the date of commencement of trial) who incurred wage and hour violations and losses as hereinafter described.

2. On September 9, 2020, Plaintiff gave amended notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) and to the agent for service of process for each Defendant. Plaintiff has not received any response from the LWDA indicating that it intends to investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements

¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 under the PAGA.

2 3. Plaintiff asserts claims for civil penalties as a representative of the State of California,
3 as authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent permitted
4 by law, on behalf of aggrieved employees who held the positions identified herein and suffered one
5 or more of the violations alleged. Labor Code §§ 2698, *et seq.*

6 **JURISDICTION AND VENUE**

7 4. The relief sought by Plaintiff on behalf of herself and the aggrieved employees
8 below exceeds the minimal jurisdictional limits of the Superior Court and will be established
9 according to proof at trial. The Court has personal jurisdiction over each of the parties because
10 they are either citizens of this State, doing business in this State or otherwise have minimum
11 contacts with this State.

12 5. Based on information and belief, Plaintiff alleges that this entire action arises solely
13 under the laws of the State of California and applicable regulations of the health, safety and wages
14 of the employees residing in the State of California. Plaintiff alleges, on information and belief,
15 that no federal question is raised. Moreover, PAGA civil penalty actions are not subject to federal
16 jurisdiction.

17 6. Venue is proper in this Court because, upon information and belief, Plaintiff
18 worked for Defendants in this county, Defendants transact business or have offices in this county,
19 and the acts and omissions alleged herein took place in this county.

20 **PARTIES**

21 **Plaintiff**

22 7. Plaintiff Denita Ellis-Ford is a resident of the State of California. She was employed
23 by Defendants as an EVS Technician from about February 10, 2020 until approximately July 15,
24 2020, when she was terminated from employment. Throughout Plaintiff’s employment, she and
25 her co-workers were subjected to wage theft.

26 **Defendants**

27 8. Defendant Prime Healthcare Services Inc. is a corporation organized under the laws
28 of Delaware and is headquartered in San Diego, California.

9. Defendant Alvarado Hospital LLC dba Alvarado Hospital is a corporation organized under the laws of Delaware and is headquartered in San Diego, California.

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

11. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the aggrieved employees.

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

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

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

GENERAL ALLEGATIONS

15. At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees.

16. Defendants employed Plaintiff during the relevant time period.

1 17. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
2 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
3 knowledgeable about California wage and hour law, employment and personnel practices and the
4 requirements of California.

5 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
7 for all time worked (including minimum and overtime wages) and that they were not receiving all
8 wages earned for work that was required to be performed, in violation of the Labor Code and IWC
9 Wage Orders. For example, Defendants failed to pay Plaintiff and aggrieved employees the
10 minimum wage for all hours worked when they were forced to undergo off-the-clock health
11 screenings before they could enter the facilities, at the beginning and end of their shifts and
12 purported breaks, including but not limited to when both leaving and returning to the facilities for
13 their meal periods and rest breaks. Although Plaintiff and aggrieved employees were under
14 Defendants' control while waiting in line and undergoing these health screenings, Defendants did
15 not compensate for this time.

16 19. Plaintiff is informed and believes, and thereon alleges, that Defendants had a policy
17 and practice of unlawful time rounding and manipulation. Defendants rounded employees' hours,
18 which over time, resulted in time loss to Plaintiff and aggrieved employees. This rounding
19 manipulation was not neutral on its face or in application and resulted in cumulative loss of time
20 to Plaintiff and aggrieved employees.

21 20. Plaintiff is informed and believes, and thereon alleges, that Defendants had a policy
22 and practice of regularly interrupting Plaintiff and aggrieved employees during purported meal
23 periods and treating purported meal periods as on-duty. Indeed, Defendants required Plaintiff and
24 aggrieved employees to stay on duty and to be responsive to communication devices (e.g., radios,
25 beepers, walkie-talkies, etc.). Defendants also routinely denied a second meal break for shifts
26 lasting longer than ten hours. The meal periods or rest breaks were not extended to account for
27 time spent on health screenings, resulting in meal periods and rest breaks shorter than the minimum
28 required by the Labor Code and IWC Wage Order. Additionally, Defendants required Plaintiff

1 and aggrieved employees to sign purported meal period waivers as a condition of employment,
2 which were not voluntary and therefore illegal. Defendants knew or should have known that
3 Plaintiff and other aggrieved employees were entitled to receive all meal periods or payment of
4 one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay when
5 they did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC
6 Wage Orders, Plaintiff and other aggrieved employees did not receive all meal periods or payment
7 of one (1) additional hour of pay at Plaintiff's and aggrieved employees' correct regular rate of
8 pay, including non-discretionary wages, bonuses, and commissions, when they did not receive a
9 timely, uninterrupted meal period.

10 21. Plaintiff is informed and believes, and thereon alleges, that Defendants had no
11 policy or practice of providing uninterrupted rest breaks. Defendants knew or should have known
12 that Plaintiff and other aggrieved employees were entitled to receive all rest breaks or payment of
13 one (1) additional hour of pay at Plaintiff and other aggrieved employees' regular rate of pay when
14 a rest break was missed, and were entitled to payment of wages for time spent when rest breaks
15 were taken. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
16 employees did not receive paid rest breaks or payment of one (1) additional hour of pay at Plaintiff
17 and other aggrieved employees' correct regular rate of pay, including non-discretionary wages,
18 bonuses and commissions, when a rest break was missed.

19 22. Plaintiff is informed and believes, and thereon alleges that Defendants have
20 intentionally and willfully failed to provide Plaintiff and aggrieved employees with complete and
21 accurate wage statements. These deficiencies include, among other things, the failure to list the
22 gross wages earned, net wages earned, deductions, and all hours worked.

23 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other aggrieved employees were entitled to paid sick leave
25 at their regular rate of pay. In violation of the California Labor Code, Plaintiff and other aggrieved
26 employees did not receive all paid sick leave at their regular rate of pay.

27 24. Plaintiff is informed and believes, and thereon alleges, that Defendants had a policy
28 and practice of failing to indemnify Plaintiff and aggrieved employees for all necessary

1 expenditures or losses incurred. For example, Defendants failed to reimburse Plaintiff and other
2 aggrieved employees for all business expenses incurred for Defendants' benefit, including masks,
3 gloves, and other Personal Protective Equipment ("PPE") and mileage for driving to mandatory
4 drug/health tests and trainings.

5 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
7 wages upon separation of employment. In violation of the California Labor Code, Plaintiff and
8 the aggrieved employees did not receive payment of all wages including, but not limited to, unpaid
9 minimum and overtime wages, meal periods premiums, rest break premiums, and sick and
10 vacation pay within permissible time periods.

11 26. Plaintiff suffered losses as detailed above as a result of these practices and is
12 therefore an aggrieved employee under Labor Code section 2699(c). Plaintiff is informed and
13 believe that because the Defendants used identical procedures for all employees, there are many
14 other aggrieved employees who suffered the above violations including underpayment of wages,
15 non-compliant meal periods and rest breaks, failure to provide sick leave, failure to reimburse all
16 reasonable and necessary business expenses, and derivative violations for inaccurate pay and wage
17 statements, and failure to timely pay all wages due to employees who were separated or were
18 terminated from employment during the applicable limitations period, and for which recovery
19 under PAGA is owed.

20 **FIRST CAUSE OF ACTION**

21 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 1194,**
22 **1197.1 AND THE APPLICABLE WAGE ORDER FOR**
23 **FAILURE TO PAY ALL MINIMUM WAGES**

24 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

25 27. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
26 by this reference as if all prior paragraphs were set forth in full, including the Amended Notice to
27 the LWDA dated September 9, 2020.

28 28. The Labor Code and the Wage Order provide that in the State of California an

1 employer must pay a minimum wage to an employee, which is eight dollars (\$8.00) per hour for
2 all hours worked effective January 1, 2008, nine dollars (\$9.00) per hour for all hours worked
3 effective July 1, 2014, ten dollars (\$10.00) per hour for all hours worked effective January 1, 2016,
4 ten dollars and fifty cents (\$10.50) per hour for all hours worked effective January 1, 2017, eleven
5 dollars (\$11.00) per hour for all hours worked effective January 1, 2018, twelve dollars (\$12.00)
6 per hour for all hours worked effective January 1, 2019, and thirteen dollars (\$13.00) per hour for
7 all hours worked effective January 1, 2020.

8 29. Labor Code section 1194 states: “Notwithstanding any agreement to work for a
9 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
10 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
11 of the full amount of this minimum wage or overtime compensation, including interest thereon,
12 reasonable attorney’s fees, and costs of suit.”

13 30. Here, based on the foregoing, Defendants deprived Plaintiff and similarly aggrieved
14 employees of their rightfully earned minimum wage compensation, including overtime
15 compensation at the minimum wage rate, as a direct and proximate result of Defendants’ failure
16 to pay said compensation. Consequently, Plaintiff, on behalf of herself and other aggrieved
17 employees, intends to seek civil penalties pursuant to the PAGA for the alleged violations.

18 31. Labor Code section 1197.1(a)(1) provides that: “For any initial violation that is
19 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
20 period for which the employee is underpaid. This amount shall be in addition to an amount
21 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
22 applicable penalties imposed pursuant to Section 203.”

23 32. Labor Code section 1191.1(a)(2) provides that: “For each subsequent violation for
24 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
25 pay period for which the employee is underpaid regardless of whether the initial violation is
26 intentionally committed. This amount shall be in addition to an amount sufficient to recover
27 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
28 imposed pursuant to Section 203.

33. Violations of the Wage Orders are governed by the civil penalty provisions of Labor Code section 558: “(a) Any Employers or other person acting on behalf of an Employers 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; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

34. Accordingly, the Defendants are subject to assessment of civil penalties pursuant to Labor Code section 1197.1(a) for violations of statutes and subject to civil penalties for violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according to proof.

35. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and subject to Court approval.

SECOND CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 510,
1194, 1198 AND THE APPLICABLE WAGE ORDER FOR
FAILURE TO PAY ALL OVERTIME WAGES**

(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)

36. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Amended Notice to the LWDA dated September 9, 2020.

37. Labor Code section 510(a) states in pertinent part that: “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in

1 any one workweek shall be compensated at the rate of no less than one and one-half times the
2 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
3 compensated at the rate of no less than twice the regular rate of pay for an employee.”

4 38. Labor Code section 1194 states: “Notwithstanding any agreement to work for a
5 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
6 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
7 of the full amount of this minimum wage or overtime compensation, including interest thereon,
8 reasonable attorney’s fees, and costs of suit.”

9 39. Each of these statutes is listed in Labor Code section 2699.5 as a statute for which
10 violation of has been established to be subject to the default civil penalty provisions in Labor Code
11 section 2699(f)(2). That section provides: “(f) For all provisions of this code except those for
12 which a civil penalty is specifically provided, there is established a civil penalty for a violation of
13 these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one
14 or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
15 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
16 per pay period for each subsequent violation.”

17 40. Here, based on the foregoing, Defendants deprived Plaintiff and similarly aggrieved
18 employees of their rightfully earned overtime compensation as a direct and proximate result of
19 Defendants’ failure to pay said compensation. Consequently, Plaintiff, on behalf of herself and
20 other aggrieved employees, intends to seek civil penalties pursuant to the PAGA for the alleged
21 violations.

22 41. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
23 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
24 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
25 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
26 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
27 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
28 dollars (\$100) for each underpaid employee for each pay period for which the employee was

1 underpaid.”

2 42. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
3 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for violations
4 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
5 to proof.

6 43. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
7 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
8 labor laws and applicable regulations is determined to be in the public interest and consistent with
9 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
10 subject to Court approval.

11 **THIRD CAUSE OF ACTION**

12 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 204, 210 AND THE**
13 **APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL WAGES**

14 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

15 44. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
16 by this reference as if all prior paragraphs were set forth in full, including the Amended Notice to
17 the LWDA dated September 9, 2020.

18 45. Labor Code section 204(a) provides: “All wages, other than those mentioned in
19 Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
20 payable twice during each calendar month, on days designated in advance by the Employers as the
21 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
22 shall be paid for between the 16th and the 26th day of the month during which the labor was
23 performed, and labor performed between the 16th and the last day, inclusive, of any calendar
24 month, shall be paid for between the 1st and 10th day of the following month.”

25 46. Labor Code section 210(a) provides: “(a) **In addition to, and entirely**
26 **independent and apart from, any other penalty provided in this article**, every person who fails
27 to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
28 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one

1 hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation,
2 or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
3 employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

4 47. This statute is listed in Labor Code section 2699.5 as a statute for which violation
5 of has been established to be subject to the default civil penalty provisions in Labor Code section
6 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a civil
7 penalty is specifically provided, there is established a civil penalty for a violation of these
8 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or
9 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
10 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
11 per pay period for each subsequent violation.”

12 48. Here, based on the foregoing, Defendants deprived Plaintiff and similarly aggrieved
13 employees of their rightfully earned compensation, including overtime compensation and hours at
14 the minimum wage rate, as a direct and proximate result of Defendants’ failure to pay said
15 compensation. Consequently, Plaintiff, on behalf of herself and other aggrieved employees,
16 intends to seek civil penalties pursuant to the PAGA for the alleged violations.

17 49. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
18 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
19 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
20 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
21 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
22 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
23 dollars (\$100) for each underpaid employee for each pay period for which the employee was
24 underpaid.”

25 50. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
26 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for violations
27 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
28 to proof.

51. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and subject to Court approval.

FOURTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512
AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE
TIMELY AND COMPLIANT MEAL PERIODS**

(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)

52. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Amended Notice to the LWDA dated September 9, 2020.

53. Labor Code section 226.7(b) provides: “An Employers shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

54. Labor Code section 226.7(c) provides: “If an Employers fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the Employers shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

55. Labor Code section 512(a) provides: “(a) An Employers shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the

1 employee is no more than six hours, the meal period may be waived by mutual consent of both the
2 Employers and employee. An Employers shall not employ an employee for a work period of more
3 than 10 hours per day without providing the employee with a second meal period of not less than
4 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
5 may be waived by mutual consent of the Employers and the employee only if the first meal period
6 was not waived.”

7 56. Here, based on the foregoing, Defendants employed Plaintiff and aggrieved
8 employees for work periods of more than five hours without a timely meal period of not less than
9 thirty minutes, where they were free from employer control, and failed to compensate them for
10 such meal periods at the correct regular rate of pay, as required by Labor Code § 226.7 and the
11 applicable Wage Order.

12 57. Labor Code sections 226.7 and 512 are statutes specifically listed in Labor Code
13 section 2699.5 as statutes for which violations of have been established to be subject to the default
14 civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all
15 provisions of this code except those for which a civil penalty is specifically provided, there is
16 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
17 the alleged violation, the person employs one or more employees, the civil penalty is one hundred
18 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
19 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

20 58. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
21 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
22 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
23 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
24 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
25 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
26 dollars (\$100) for each underpaid employee for each pay period for which the employee was
27 underpaid.”

28 59. Accordingly, the Defendants are subject to assessment of civil penalties pursuant

1 to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for
2 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
3 according to proof.

4 60. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
5 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
6 labor laws and applicable regulations is determined to be in the public interest and consistent with
7 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
8 subject to Court approval.

9 **FIFTH CAUSE OF ACTION**

10 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 226.7 AND THE**
11 **APPLICABLE WAGE ORDER, FOR FAILURE TO PROVIDE TIMELY**
12 **AND COMPLIANT REST PERIODS**

13 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

14 61. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
15 by this reference as if all prior paragraphs were set forth in full, including the Amended Notice to
16 the LWDA dated September 9, 2020.

17 62. Labor Code section 226.7(b) provides: "An Employers shall not require an
18 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
19 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
20 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
21 Health."

22 63. Labor Code section 226.7(c) provides: "If an Employers fails to provide an
23 employee a meal or rest or recovery period in accordance with a state law, including, but not
24 limited to, an applicable statute or applicable regulation, standard, or order of the Industrial
25 Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
26 Occupational Safety and Health, the Employers shall pay the employee one additional hour of pay
27 at the employee's regular rate of compensation for each workday that the meal or rest or recovery
28 period is not provided."

1 64. Here, based on the foregoing, Defendants employed Plaintiff and aggrieved
2 employees for work periods of four hours or major fraction thereof without timely rest periods of
3 ten minutes where they were free of employer control, and failed to compensate them for such rest
4 periods, as required by Labor Code section 226.7 and the applicable Wage Order.

5 65. Labor Code sections 226.7 is a statute specifically listed in Labor Code section
6 2699.5 as statutes for which violations of have been established to be subject to the default civil
7 penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all provisions
8 of this code except those for which a civil penalty is specifically provided, there is established a
9 civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged
10 violation, the person employs one or more employees, the civil penalty is one hundred dollars
11 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
12 (\$200) for each aggrieved employee per pay period for each subsequent violation.”

13 66. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
14 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
15 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
16 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
17 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
18 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
19 dollars (\$100) for each underpaid employee for each pay period for which the employee was
20 underpaid.”

21 67. Accordingly, Defendants are subject to assessment of civil penalties pursuant to
22 Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for violations
23 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
24 to proof.

25 68. Plaintiff will seek recovery of attorneys’ fees pursuant to Labor Code section
26 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
27 labor laws and applicable regulations is determined to be in the public interest and consistent with
28 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and

1 subject to Court approval.

2 **SIXTH CAUSE OF ACTION**

3 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 246 *ET SEQ.* FOR**
4 **FAILURE TO PROVIDE SICK PAY**

5 **(By Plaintiff on behalf of all similarly aggrieved employees and against each Defendant)**

6 69. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
7 by this reference as if all prior paragraphs were set forth in full, including the Amended Notice to
8 the LWDA dated September 9, 2020.

9 70. California's Healthy Workplaces Healthy Families Act of 2014 was enacted to
10 provide employees who have worked in California for 30 or more days from the commencement
11 of employment with paid sick days to be accrued at least one hour for every 30 hours worked.

12 71. Pursuant to Labor Code § 246 (b)(4) employers must provide no less than 24 hours
13 or three 3 days of paid sick leave or equivalent paid leave or paid time of in each year of the
14 employee's employment.

15 72. Labor Code § 246 (i) provides that an employer must provide an employee with
16 written notice that sets forth the amount of paid sick leave available or paid time off that an
17 employer provides in lieu of sick leave for use on either the employee's itemized wage statement
18 or in a separate written statement provided on the designated pay date with the employee s wages.

19 73. Here, based on the foregoing, Plaintiff and other aggrieved employees did not
20 receive sick leave at their regular rate of pay, in violation of Labor Code §§ 246 *et seq.*

21 74. Consequently, Plaintiff, on behalf of herself and other aggrieved employees, seeks
22 to recover civil penalties pursuant to the PAGA for the alleged violations in an amount according
23 to proof and subject to Court approval.

24 75. Plaintiff will seek recovery of attorneys' fees pursuant to Labor Code section
25 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
26 labor laws and applicable regulations is determined to be in the public interest and consistent with
27 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
28 subject to Court approval.

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1 timely and accurate wage and hour statements showing, among other things, gross and net wages
2 earned, total hours worked, all hours worked at the applicable hourly rate, and all applicable hourly
3 rates in effect during each pay period and the corresponding number of hours worked at each
4 hourly rate.

5 80. Defendants systemically failed to provide such wage statements with accurate
6 information and engaged in a policy of failing to pay for all hours actually worked.

7 81. The aforementioned conduct violated Labor Code section 226(a). It also violated
8 the applicable Wage Order on required recordkeeping. Finally, the practices described herein
9 violate Labor Code section 226.3, which assigns a specific civil penalty scheme for enforcement
10 actions by the Department of Labor Standards and Enforcement (“DLSE”) or the LWDA.

11 82. Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for
12 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
13 Code section 2699(f)(2), cited above.

14 83. Labor Code section 226.3 provides an additional recoverable penalty “in the
15 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and
16 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The
17 civil penalty assessments under Section 226.3 “are **in addition** to any other penalty provided by
18 law.” [Emphasis added.]

19 84. Consequently, Plaintiff, on behalf of herself and other aggrieved employees, seeks
20 to recover civil penalties pursuant to the PAGA for the alleged violations in an amount according
21 to proof and subject to Court approval.

22 85. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses pursuant
23 to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent
24 enforcement of California labor laws and applicable regulations is determined to be in the public
25 interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount
26 according to proof and subject to Court approval.

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1 **EIGHTH CAUSE OF ACTION**

2 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 2800, 2802 AND**
3 **THE APPLICABLE WAGE ORDER FOR FAILURE TO REIMBURSE ALL**
4 **REASONABLE AND NECESSARY BUSINESS EXPENSES**

5 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

6 86. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
7 by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA
8 dated June 16, 2020.

9 87. California Labor Code section 2802(a) provides: “An employer shall indemnify his
10 or her employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
12 employer, even though unlawful, unless the employee, at the time of obeying the directions,
13 believed them to be unlawful.”

14 88. California Labor Code section 2802(b) provides: “All awards made by a court or
15 by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures
16 under this section shall carry interest at the same rate as judgments in civil actions. Interest shall
17 accrue from the date on which the employee incurred the necessary expenditure or loss.”

18 89. California Labor Code section 2802(c) provides: “For purposes of this section, the
19 term ‘necessary expenditures or losses shall include all reasonable costs, including, but not limited
20 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

21 90. California Labor Code section 2802(d) provides: “In addition to recovery of
22 penalties under this section in a court action or proceedings pursuant to Section 98, the
23 commissioner may issue a citation against an employer or other person acting on behalf of the
24 employer who violates reimbursement obligations for an amount determined to be due to an
25 employee under this section. The procedures for issuing, contesting, and enforcing judgments for
26 citations or civil penalties issued by the commissioner shall be the same as those set forth in Section
27 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.”

28 91. California Labor Code section 1197.1 provides: “(1) For any initial violation that

1 is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
2 period for which the employee is underpaid. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
4 applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the
5 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
6 period for which the employee is underpaid regardless of whether the initial violation is
7 intentionally committed. This amount shall be in addition to liquidated damages pursuant to
8 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

9 92. Business expenses incurred by employees for work are not waivable, and
10 Defendants are liable if the expenses were required in order to perform work. Here, Plaintiff and
11 other aggrieved employees did not receive adequate reimbursement for necessary business
12 expenses, including but not limited to reimbursement for the purchasing of work-related
13 equipment, such as masks gloves and other Personal Protective Equipment (“PPE”), and mileage
14 for driving to mandatory drug/health tests and trainings.

15 93. As a result of Defendants’ conduct, Plaintiff, on behalf of herself and other
16 aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged failure
17 to pay business-related expenses, in an amount according to proof and subject to Court approval.

18 94. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses pursuant
19 to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent
20 enforcement of California labor laws and applicable regulations is determined to be in the public
21 interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount
22 according to proof and subject to Court approval.

23 **NINTH EIGHTH CAUSE OF ACTION**

24 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 201-203**

25 **FOR FAILURE TO TIMELY PAY ALL WAGES DUE TO**

26 **TERMINATED/SEPARATED EMPLOYEES**

27 **(By Plaintiff on behalf of all similarly aggrieved employees against each Defendant)**

28 95. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein

1 by this reference as if all prior paragraphs were set forth in full, including the Amended Notice to
2 the LWDA dated September 9, 2020.

3 96. Labor Code section 201 provides in part: “If an employer discharges an employee,
4 the wages earned and unpaid at the time of discharge are due and payable immediately.”

5 97. Labor Code section 202 provides in part: “ If an employee not having a written
6 contract for a definite period quits his or her employment, his or her wages shall become due and
7 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice
8 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
9 of quitting.

10 98. Labor Code section 203 provides: “If an employer willfully fails to pay, without
11 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any
12 wages of an employee who is discharged or who quits, the wages of the employee shall continue
13 as a penalty from the due date thereof at the same rate until paid or until an action therefor is
14 commenced; but the wages shall not continue for more than 30 days. An employee who secretes
15 or absents themselves or themselves to avoid payment to him or her, or who refuses to receive the
16 payment when fully tendered to him or her, including any penalty then accrued under this section,
17 is not entitled to any benefit under this section for the time during which he or she so avoids
18 payment.”

19 99. Labor Code section 203 is a statute listed under Labor Code section 2699.5 for
20 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
21 Code section 2699(f)(2), cited above.

22 100. Here, Plaintiff and other aggrieved employees who were separated or were
23 terminated from their employment within the applicable limitations period were not paid all wages
24 due in a timely manner including as detailed above.

25 101. Consequently, Plaintiff, on behalf of herself and other aggrieved employees, seeks
26 to recover civil penalties pursuant to the PAGA for the alleged violations per pay period in an
27 amount according to proof and subject to Court approval.

28 102. Plaintiff will also seek recovery of attorneys’ fees and litigation expenses pursuant

1 to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent
2 enforcement of California labor laws and applicable regulations is determined to be in the public
3 interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount
4 according to proof and subject to Court approval.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for relief as follows:

- 7 1. For civil penalties against Defendants on behalf of all aggrieved employees;
8 2. For reasonable attorney's fees and costs of suit to the extent permitted by law,
9 including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure §
10 1021.5; and
11 3. For such other relief as the Court deems just and proper.

12
13 DATED: November 13, 2020

LEBE LAW, APLC

14
15 By: _____

16 Jonathan M. Lebe

17 Attorney for Plaintiff Denita Ellis-Ford, individually
18 and on behalf of all aggrieved employees
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Lebe (SBN 284605) Lebe Law, APLC 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021 TELEPHONE NO.: (213) 444-1973 FAX NO.: ATTORNEY FOR (Name): Plaintiff Denita Ellis-Ford		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 11/23/2020 at 02:01:47 PM Clerk of the Superior Court By Kristin Sorianosos, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice		CASE NUMBER: 37-2020-00042881-CU-OE-CTL JUDGE: Judge Richard S. Whitney DEPT:	
CASE NAME: Denita Ellis-Ford v. Prime Healthcare Services, Inc., et al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
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| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: November 23, 2020
 Jonathan M. Lebe

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Denita Ellis Ford	
DEFENDANT(S): Prime Healthcare Services Inc et.al.	
SHORT TITLE: ELLIS FORD VS PRIME HEALTHCARE SERVICES INC [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2020-00042881-CU-OE-CTL

Judge: Richard S. Whitney

Department: C-68

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| ☐ Mediation (court-connected) | ☐ Non-binding private arbitration |
| ☐ Mediation (private) | ☐ Binding private arbitration |
| ☐ Voluntary settlement conference (private) | ☐ Non-binding judicial arbitration (discovery until 15 days before trial) |
| ☐ Neutral evaluation (private) | ☐ Non-binding judicial arbitration (discovery until 30 days before trial) |
| ☐ Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 11/24/2020

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7068	
PLAINTIFF(S) / PETITIONER(S): Denita Ellis Ford	
DEFENDANT(S) / RESPONDENT(S): Prime Healthcare Services Inc et.al.	
ELLIS FORD VS PRIME HEALTHCARE SERVICES INC [IMAGED]	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: 37-2020-00042881-CU-OE-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Richard S. Whitney

Department: C-68

COMPLAINT/PETITION FILED: 11/23/2020

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	09/10/2021	09:30 am	C-68	Richard S. Whitney

Due to the COVID-19 pandemic, all hearings will be conducted remotely until further notice. Absent an order of the court, personal appearances at the hearing will not be allowed. For information on arranging telephonic or video appearances, contact CourtCall at (888)882-6878, or at www.courtcall.com. Please make arrangements with CourtCall as soon as possible.

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at www.sdcourt.ca.gov.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



Superior Court of California County of San Diego

NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2020-00042881-CU-OE-CTL

CASE TITLE: Ellis Ford vs Prime Healthcare Services Inc [IMAGED]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.