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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

SHEILA RIOS, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

SAN JUDAS COMMUNITY HEALTH
CENTER, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

21STCV12514

**REPRESENTATIVE ACTION COMPLAINT
FOR CIVIL PENALTIES**

1. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Keep Accurate Payroll Records and Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment; and
6. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Indemnify for Expenditures or Losses in Discharge of Duties.

1 Plaintiff SHEILA RIOS (“Plaintiff” or “Ms. Rios”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
4 who were subjected to one or more of the violations alleged herein (“Aggrieved Employees”) by
5 Defendant SAN JUDAS COMMUNITY HEALTH CENTER, INC. (“Defendant”). The term
6 “Relevant Time Period” or “Time Period” is defined as one (1) year plus sixty-five (65) days prior
7 to the filing of the complaint. Plaintiff reserves the right to amend this complaint to reflect a
8 different “Time Period” as further discovery is conducted.

9 2. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief
10 against Defendant for its: (1) failure to pay all wages due, including regular and overtime wages;
11 (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to provide
12 rest periods or premium compensation in lieu thereof; (4) failure to keep accurate payroll records
13 and provide accurate itemized wage statements; (5) failure to pay wages due upon termination of
14 employment; and (6) failure to indemnify for expenditures or losses in discharge of duties.

15 3. At all relevant times herein, Defendant has consistently maintained and enforced
16 the following unlawful policies and practices against Plaintiff:

- 17 (a) Willfully refusing to pay all hours worked, including both regular and overtime
18 wages;
- 19 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
20 lieu thereof;
- 21 (c) Willfully refusing to permit rest periods or providing compensation in lieu
22 thereof;
- 23 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
24 wages;
- 25 (e) Willfully refusing to pay all wages due upon separation of employment; and
26 (f) Willfully refusing to pay for expenditures or losses in the discharge of their duties.

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5. Venue is proper in the County of Los Angeles, because the Defendant maintains its location and transacts business in this county, the obligations and liability arise in this county, and work performed by Plaintiff and Aggrieved Employees that form the subject of this action occurred in this county.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

Plaintiff

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1 **Defendant**

2 9. Plaintiff is informed and believes, and based thereon alleges that, Defendant SAN
3 JUDAS COMMUNITY HEALTH CENTER, INC., is a California corporation. Defendant
4 provides healthcare services in Los Angeles County, and is and/or was the employer of Plaintiff
5 and similarly situated employees during the Relevant Time Period. On information and belief,
6 and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in
7 California.

8 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
9 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
10 inclusive, but on information and belief alleges that said Defendants are legally responsible for
11 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
12 capacities of the DOE Defendant when ascertained.

13 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
14 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
15 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
16 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
17 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
18 joint employers and conspire with one another to increase profits by engaging in the conduct
19 described in this complaint.

20 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
21 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
22 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
23 below was acting, at least in part, within the course and scope of that authority as such agent,
24 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
25 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
26 are legally attributable to the other Defendants.

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14. Prior to filing this complaint, on January 22, 2021, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA on January 22, 2021, is attached hereto as Exhibit A.

15. More than 65 days have passed since Plaintiff submitted her January 22, 2021 notice to the LWDA and Defendant of the specific alleged Labor Code violations and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendant's intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard to her January 22, 2021 PAGA notice.

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16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California. Defendant wrongfully refused to pay Plaintiff and Aggrieved Employees regular wages, overtime compensation, business expense reimbursements, and other statutory benefits mandated by California.

17. Plaintiff began her employment with Defendant in or around October 2016 through February 13, 2020. Plaintiff was employed by Defendant as a Phlebotomist, where her job duties included, but were not limited to, drawing blood, administering injections, taking

1 patient vital signs, cleaning and maintaining examination rooms, and assisting physicians with
2 patient care. Throughout the Relevant Time Period, Defendant employed Plaintiff and Aggrieved
3 Employees in non-exempt positions throughout its California location. Accordingly, these
4 positions remain non-exempt from California's wage and hour laws, yet Defendant failed to pay
5 overtime, provide meal and rest breaks and otherwise pay all wages due to these non-exempt
6 employees as required by law.

7 18. Ms. Rios alleges that Defendant failed to compensate her and other Aggrieved
8 Employees at the legally mandated wage rates for all hours worked. Specifically, Ms. Rios and
9 Aggrieved Employees regularly worked beyond the eighth (8th) hour of their shifts, but Defendant
10 only compensated Ms. Rios and Aggrieved Employees for eight (8) hours at their regular rate of
11 pay and did not compensate Ms. Rios and Aggrieved Employees for all time worked beyond the
12 eighth (8th) hour of their scheduled shifts. Defendant failed to properly calculate Ms. Rios's and
13 Aggrieved Employees' overtime rates. Ms. Rios and Aggrieved Employees regularly worked at
14 least eight (8) hours of overtime per week, however Defendant failed to compensate for all
15 overtime hours worked. This intentional manipulation of time records allowed Defendant to avoid
16 paying Ms. Rios and Aggrieved Employees at the proper overtime and double-time rates. As a
17 result, Defendant failed to compensate Ms. Rios and Aggrieved Employees for all time actually
18 worked.

19 19. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
20 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half
21 times the employee's base rate of pay. Similarly, all excess hours over twelve (12) hours in a day
22 were required to be compensated at a rate of two times the employee's base rate of pay.
23 Defendant's failure to provide Plaintiff and Aggrieved Employees any pay whatsoever for off-
24 the-clock hours worked therefore necessarily resulted in overtime violations as well.

25 20. Defendant failed to provide Plaintiff and Aggrieved Employees with meal periods
26 in violation of the Labor Code and IWC Wage Orders. Plaintiff and Aggrieved Employees were
27 entitled to timely, uninterrupted, thirty (30) minute meal periods within the first five (5) hours
28 worked. However, these breaks were either not provided, were interrupted, or were provided late.

1 Defendant would automatically deduct a meal period for Plaintiff and Aggrieved Employees even
2 when it did not in fact provide a meal period. Specifically, Defendant's policy and practice
3 provided that if Ms. Rios and Aggrieved Employees were provided with a meal break, they were
4 not permitted to take another break during that shift. On a regular basis, Ms. Rios would have to
5 interrupt her meal breaks in order to assist with patient care or to assist in the laboratory, as
6 Defendant would inadequately staff the laboratory with just one employee.

7 21. Defendant also failed to make reasonably available legally compliant rest periods.
8 Defendant prevented Ms. Rios and Aggrieved Employees from taking rest breaks throughout their
9 shifts. This was due in part to Defendant's policy and practice of providing inadequate coverage
10 to allow for breaks to be taken. Further, due to the pressure from Defendant, Ms. Rios and
11 Aggrieved Employees were not authorized and permitted to take a second rest period on shifts
12 exceeding six hours of work. In fact, Defendant discouraged employees from working overtime
13 and regularly pressured Ms. Rios and Aggrieved Employees to rush and do their work without
14 taking breaks. Defendant's practice was to not have patients wait for a long period of time, often
15 requiring employees to work through their breaks or interrupt their breaks in order to assist with
16 patient care. Defendant failed to provide adequate coverage to relieve employees to take their
17 breaks. In addition, Defendant subjected Plaintiff and Aggrieved Employees to pressure to
18 complete work on time, thus discouraging employees from taking their lawful breaks. Due to
19 Defendant's policy and practices which prioritized work tasks over rest and meal period
20 compliance, Plaintiff and Aggrieved Employees missed meal and rest periods, or received them
21 untimely.

22 22. Ms. Rios alleges she and the Aggrieved Employees were not compensated with
23 premium pay for every meal period and rest period that was not provided, as required by Labor
24 Code sections 226.7 and 512 and the applicable IWC Wage Order.

25 23. Defendant failed to keep accurate time records reflecting the time Ms. Rios and
26 Aggrieved Employees started their shifts, the time they began and ended their meal periods, and
27 the time they ended their shifts. In addition, Defendant required Ms. Rios and Aggrieved
28 Employees to work before and/or after signing in/out, and deducted meal period times even when

1 no meal period was actually taken, thus the timekeeping by Defendant was non-compliant as
2 required under the Labor Code and Code of Regulations.

3 24. By failing to include on Plaintiff and Aggrieved Employees' paystubs all owed
4 meal and rest period premium pay, and all minimum wage and overtime and double-time wages
5 owed, Defendant failed to keep accurate payroll records and failed to provide Plaintiff and
6 Aggrieved Employees with complete and accurate wage statements.

7 25. Defendant willfully failed to reimburse Plaintiff and Aggrieved Employees for
8 necessary business expenses incurred during their employment with Defendant. Specifically,
9 Defendant required Plaintiff and Aggrieved Employees to wear work uniforms and to be
10 personally responsible for the maintenance of said uniforms. Defendant failed to reimburse Ms.
11 Rios and Aggrieved Employees the expense of regular maintenance of their work uniforms in
12 violation of the Labor Code and the IWC Wage Orders.

13 26. Further, to the extent the above violations caused outstanding wages to be owed to
14 Plaintiff and the Aggrieved Employees, Defendant failed to pay all wages earned to Plaintiff and
15 the Aggrieved Employees upon the termination of their employment.

16 **FIRST CAUSE OF ACTION**

17 **Violation of PAGA For Recovery of Unpaid Minimum Wage and Overtime**
18 **(Plaintiff Against All Defendants)**

19 27. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
20 complaint as if fully set forth herein.

21 28. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
22 and forty (40) hours per week. Defendant failed to pay Plaintiff and Aggrieved Employees all
23 minimum wage, overtime premiums, and/or double-time premiums for all hours worked in excess
24 of eight (8) hours per day and/or forty (40) hours per week for work performed for Defendant. In
25 fact, Defendant's policy and practice required Plaintiff and Aggrieved Employees to remain at
26 work until the last patient was finished with treatment and/or examination, which would typically
27 result in ten (10) hour shifts. Pursuant to Labor Code sections 510, 1182.12, 1194, and the
28 applicable IWC Wage Orders, Plaintiff and Aggrieved Employees seek the payment of all

1 minimum wage, overtime, and/or double-time compensation, and reporting time pay earned and
2 accrued beginning one (1) year prior to filing this complaint, according to proof.

3 29. Plaintiff and the Aggrieved Employees were also frequently required to work
4 through meal periods for which Defendant required at least thirty (30) minutes be deducted from
5 the time recorded, resulting in additional unpaid wages.

6 28. Plaintiff is informed and believes that Defendant has violated, and continue to
7 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
8 minimum wages and overtime.

9 29. Plaintiff, as a personal representative of the general public, will and does seek to
10 recover any and all penalties for each and every violation shown to exist or to have occurred
11 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
12 otherwise only available to public agency enforcement actions. Funds recovered will be
13 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
14 reimbursed to the LWDA.

15 30. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
16 costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
17 interest.

18 **SECOND CAUSE OF ACTION**

19 **Violation of PAGA For Failure to Provide Meal Periods or Premium Compensation in**

20 **Lieu Thereof**

21 **(Plaintiff against All Defendants)**

22 31. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
23 fully set forth herein.

24 32. Labor Code sections 226.7 and 512 and the applicable IWC Wage Order provides
25 that no employer shall employ any person for a work period of more than five (5) hours without
26 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes or
27 employ any person for a work period of more than ten (10) hours without a second meal period
28 of not less than thirty (30) minutes.

1 33. Labor Code section 226.7 provides that if an employer fails to provide an
2 employee a meal period in accordance with this section, the employer shall pay the employee one
3 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
4 period is not provided in accordance with this section. Plaintiff and Aggrieved Employees allege
5 that Defendant failed to provide legally compliant meal periods in addition to impeding,
6 discouraging, dissuading and/or not relieving employees from all work duties during meal periods
7 thereby preventing employees from taking legally compliant meal periods. Specifically, Plaintiff
8 and Aggrieved Employees would be routinely interrupted during their meal periods because a
9 patient was waiting to be assisted, and Plaintiff and Class Members would have to interrupt or cut
10 their meal period short to return to their work duties.

11 34. The burden to prove that a meal or rest period violation has occurred normally
12 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138,
13 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
14 presumption of meal and rest period violations is created, shifting the burden to the employer to
15 prove that meal and rest period violations did not occur.

16 35. At all times relevant hereto, Defendant failed to schedule Plaintiff and Aggrieved
17 Employees in a manner so as to reasonably provide work-free meal periods in accordance with
18 Labor Code sections 226.7 and 512.

19 36. Defendant failed to keep accurate records of the meal periods taken by Plaintiff
20 and Aggrieved Employees.

21 37. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
22 than five (5) hours in a workday.

23 38. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
24 worked more than ten (10) hours in a workday.

25 39. At all times relevant hereto, Defendant failed to offer or to schedule non-exempt
26 positions in a manner so as to reasonably provide meal and/or work free meal period as required
27 by Labor Code sections 226.7 and 512.

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1 40. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
2 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
3 and/or to provide on-duty meal periods in accordance with the applicable IWC Wage Order, has
4 caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
5 ascertained according to proof at trial.

6 41. Further, Defendant's failure to maintain accurate records of the meal periods taken
7 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
8 and shifts the burden to Defendant to prove they did not occur.

9 42. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
10 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
11 subdivision (a), which they are owed beginning one (1) year and sixty-five (65) days prior to
12 filing this complaint as well as the assessment of any civil penalties against Defendant, in a sum
13 as provided by the Labor Code and/or other statutes.

14 43. Since the LWDA has not indicated that it will be investigating and 65 days have
15 passed since Plaintiff mailed her letter, and because Defendant took no corrective action to
16 remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of
17 California, will seek any and all penalties otherwise capable of being collected by the Labor
18 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This
19 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
20 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 226.7
21 and 558.

22 44. Plaintiff is informed and believes that Defendant has violated and continue to
23 violate provisions of the Labor Code and applicable Wage orders related to the payment of
24 minimum wages, including overtime.

25 45. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
28 otherwise only available to public agency enforcement actions. Funds recovered will be

distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

46. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

THIRD CAUSE OF ACTION

Violation of PAGA For Failure to Provide Rest Periods or Premium Compensation in Lieu Thereof (Plaintiff against All Defendants)

47. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

48. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

49. Labor Code section 226.7, subdivision (b), provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

50. During the Relevant Time Period, Defendant failed and/or refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner so as to reasonably provide rest breaks and/or shift relief for Plaintiff and Aggrieved Employees, thereby causing members of the Aggrieved Employees to work without being given paid ten (10) minute rest periods for every four (4) hours or major fraction thereof worked. Specifically, the work load would be too heavy to allow Plaintiff and Aggrieved Employees the opportunity to take a rest period. Defendant's policy and practice provided that if Plaintiff and Aggrieved Employees were provided with a rest period, then they were not permitted to take another rest period during that same shift.

51. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all together in violation of Labor Code section 226.7 and 512.

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1 52. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
2 Aggrieved Employees.

3 53. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
4 more than four (4) hours in a workday.

5 54. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
6 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
7 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
8 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
9 ascertained according to proof at trial.

10 55. Plaintiff, by virtue of Plaintiff's employment with Defendant, Defendant's failure
11 to provide Plaintiff and Aggrieved Employees with rest breaks, and Defendant's policy of
12 requiring employees to work through their rest periods without receiving compensation in lieu
13 thereof, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has
14 satisfied all prerequisites to serve as a representative of the general public to enforce California's
15 labor laws, and the penalty provisions identified in Labor Code section 2699.5.

16 56. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
17 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
18 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well
19 as the assessment of any civil penalties against Defendant, in a sum as provided by the Labor
20 Code and/or other statutes. Plaintiff, as a representative of the people of the State of California,
21 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
22 the LWDA and/or the DLSE. This includes each of the following, as set forth in Labor Code
23 section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged
24 violation of the following provisions: 226.7 and 512.

25 57. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
28 otherwise only available to public agency enforcement actions. Funds recovered will be

distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

58. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FOURTH CAUSE OF ACTION

Violation of PAGA For Failure to Provide Accurate Itemized Wage Statements (Plaintiff against All Defendants)

59. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

60. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employees are employed, payroll records showing the hours worked daily, and the wages paid to each employee. Plaintiff is informed and believes, based thereon alleges, that Defendant willfully failed to make or keep accurate records for Plaintiff and similarly-aggrieved employees.

61. Labor Code section 226, subdivision (a), states in pertinent part that, "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

62. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the

1 accurate rate of pay for each hour worked, the accurate amount of premium wages earned, the
2 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
3 Employees.

4 63. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
5 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
6 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
7 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

8 64. Plaintiff, as a personal representative of the general public, will and does seek to
9 recover any and all penalties for each and every violation shown to exist or to have occurred
10 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
11 otherwise only available to public agency enforcement actions. Funds recovered will be
12 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
13 reimbursed to the LWDA.

14 65. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
15 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

16 **FIFTH CAUSE OF ACTION**

17 **Violation of PAGA For Failure to Pay Wages Due Upon Termination of Employment**
18 **(Plaintiff against All Defendants)**

19 66. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
20 preceding paragraphs of this complaint as if fully set forth herein.

21 67. Plaintiff is informed and believes that certain members of the Aggrieved
22 Employees who ended their employment with Defendant during the Relevant Time Period, were
23 entitled to be promptly paid both minimum wage and lawful overtime compensation and other
24 premiums, as required by Labor Code sections 201 and 203.

25 68. Defendant refused and/or failed to promptly compensate Aggrieved Employees
26 wages owed as a result of Defendant's failure to provide meal and/or rest periods as well as pay
27 both minimum and overtime compensation owed for work performed for Defendant.

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69. Plaintiff, by virtue of her employment with Defendant, is an aggrieved employee with standing to bring an action under the PAGA and has suffered injury as to one or more violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

70. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, and 1194.

71. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

72. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

SIXTH CAUSE OF ACTION

Violation of PAGA For Failure to Indemnify for Expenditures or Losses in Discharge of Duties

(Plaintiff against All Defendants)

73. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

74. Labor Code section 2802 states, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...”

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1 75. Plaintiff and the Aggrieved Employees were not reimbursed by Defendant for
2 necessary expenditures as a direct consequence of the discharge of their duties.

3 76. Defendant knowingly, willingly and intentionally attempted to offset the cost of
4 doing business on the Plaintiff and Aggrieved Employees.

5 77. Defendant had a practice and policy of requiring Plaintiff and Aggrieved
6 Employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse
7 Plaintiff and Aggrieved Employees for necessary business expenditures. Specifically, Defendant
8 failed to indemnify Plaintiff and the Plaintiff Class for expenditures including, without limitation,
9 the costs of cleaning and maintenance of their work uniforms, in direct consequence of the
10 discharge of their duties to Defendant.

11 78. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
12 "necessary expenditures or losses" which shall include all reasonable costs, including, but not
13 limited to, attorney's fees and interest.

14 79. Plaintiff by virtue of her employment with Defendant and the Defendant's policy
15 of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendant's cost of
16 doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary
17 expenditures, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
18 has satisfied all prerequisites to serve as a representative of the general public to enforce
19 California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

20 80. Plaintiff, as a representative of the people of the State of California, will seek any
21 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
22 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
23 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
24 201-203, 226, 226.7, 510, 512, 1174, and 1194.

25 81. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
28 otherwise only available to public agency enforcement actions. Funds recovered will be

distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

82. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA and for unpaid wages pursuant to Labor Code section 558;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: March 31, 2021

MAHONEY LAW GROUP, APC



By:

Kevin Mahoney, Esq.
Atoy H. Wilson, Esq.
Attorneys for Plaintiff SHEILA RIOS

EXHIBIT A



Atoy H. Wilson, Esq.
(562) 590-5550 phone
(562) 590-8400 fax
awilson@mahoney-law.net

January 22, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfilings@dir.ca.gov

Via Certified Mail # 7019 2970 0000 2983 6575

Return Receipt Requested

San Judas Community Health Center, Inc.
Attn: Nejat Rostami
1080 N. Western Ave.
Los Angeles, CA 90029

Re: Sheila Rios v. San Judas Community Health Center, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency and San Judas Community Health Center, Inc.

From: Sheila Rios, on behalf of herself and other aggrieved employees who were subject to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Sheila Rios ("Ms. Rios" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

San Judas Community Health Center, Inc. ("San Judas" or "Employer") provides comprehensive Primary Medical Care, Women's and Children's health care, and Care Coordination to patients in Los Angeles County. Ms. Rios was an hourly-paid, non-exempt employee for Employer.

Ms. Rios alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, and 2802, by failing to provide Ms. Rios and all other aggrieved employees with all wages for all hours worked, including, but not limited to, regular and minimum wage, overtime and double-time hours, meal and rest period premium pay, and reimbursement for necessary business expenditures. Ms. Rios and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. San Judas Failed to Provide Ms. Rios and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Ms. Rios alleges that she and other aggrieved employees were routinely not provided with timely, 30-minute off-duty meal periods, as required by the Labor Code. Ms. Rios and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) When employees failed to receive their meal break, they did not receive premium pay as compensation for the missed meal breaks. Specifically, Employer's policy provided that if Ms. Rios and other aggrieved employees were provided with a meal break, they were not permitted to take another break during that shift. On a regular basis, Ms. Rios would have to interrupt her meal breaks in order to assist with patient care or to assist in the laboratory, as Employer would inadequately staff the laboratory with just one employee.

Ms. Rios further alleges that she and other aggrieved employees did not receive duty-free, uninterrupted rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Employer prevented Ms. Rios and other aggrieved employees from taking rest breaks throughout their shifts. This was due in part to Employer's policy and practice of providing inadequate coverage to allow for breaks to be taken. Further, due to the pressure from Employer, Ms. Rios and other aggrieved employees were not authorized and permitted to take a second rest period, on shifts exceeding six hours of work, and/or third rest breaks, on shifts exceeding ten hours of work. In fact, Employer discouraged employees from working overtime and regularly pressured Ms. Rios and other aggrieved employees to rush and do their work without taking breaks. Employer's practice was to not have patients wait for a long period of time and required employees to work through their breaks or interrupt their breaks in order to assist with patient care.

When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest breaks. Employer's conduct, which is in violation of the Labor Code, is also actionable under PAGA.

B. San Judas Failed to Pay Ms. Rios and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Ms. Rios and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Specifically, Ms. Rios and other aggrieved employees regularly worked beyond the eighth (8th) hour of their shifts, but Employer only compensated Ms. Rios and aggrieved employees for eight (8) hours at their regular rate of pay and did not compensate Ms. Rios and similarly aggrieved employees for all time worked beyond the eighth hour of their scheduled shifts. Employer did not properly calculate Ms. Rios's and other aggrieved employees' overtime and double-time rates. For instance, Ms. Rios typically worked six (6) days per week from 8:30 a.m. to 5:00 p.m. Due to Employer's policy that employees had to remain at work until the last patient was finished, Ms. Rios would sometimes work from 8:00 a.m. to 6:30 p.m. Thus, Ms. Rios and other aggrieved employees regularly worked approximately eight (8) hours of overtime per week, however Defendant failed to compensate for all overtime hours worked. This intentional manipulation of time records allowed Employer to avoid paying Ms. Rios and other aggrieved employees at the proper overtime and double-time rates. As a result, Employer failed to compensate Ms. Rios and those similarly situated for all time actually worked. Employer was obligated to pay Ms. Rios and other aggrieved employees overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time compensation for hours worked in excess of twelve (12) in one (1) day. Employer also failed to pay Ms. Rios and other aggrieved employees, proper overtime and/or double-time rates for hours worked off-the-clock, as required by law. Employer's conduct is in violation of Labor Code sections 510, 1194 and 1197, and is actionable under PAGA.

C. San Judas Failed to Provide Ms. Rios and Other Aggrieved Employees with Compliant Wage Statements, and Failed to Timely Pay All Wages Owed Upon Severance of Employment, in Violation of California Law

Based on currently available information and records, Employer did not keep accurate time records in violation of the Labor Code, the applicable wage order, and actionable under PAGA. By failing to include on Ms. Rios's and other aggrieved employees' pay stubs all rest and meal break premium wages and full compensation for all hours worked including proper overtime and double-time wages, Employer failed to keep accurate payroll records and failed to provide Ms. Rios and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, 203, and 204 due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. San Judas Failed to Reimburse Ms. Rios and Other Aggrieved Employees for Necessary Business Expenditures, in Violation of California Law

Based on currently available information and records, Employer did not reimburse Ms.

Rios and other aggrieved employees for necessary business expenditures, including, but not limited to, the cost of maintenance for their work uniforms, which is in violation of Labor Code section 2802, the applicable wage order, and actionable under PAGA.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Rios becomes aware of additional compensation owed or losses incurred by Ms. Rios or by any other aggrieved employee of the Employer, Ms. Rios expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Kevin Mahoney
Atoy H. Wilson
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: awilson@mahoney-law.net

Sincerely,

A handwritten signature in black ink, appearing to read 'Atoy H. Wilson', with a large, stylized loop at the end.

Atoy H. Wilson, Esq.
MAHONEY LAW GROUP, APC