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Superior Court of California
County of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk of Court
By Tanya Herrera Deputy
Tanya Herrera

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
SPRING STREET COURTHOUSE

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.: **21STCV04895**

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Violation of Cal. Labor Code §§ 510, 1194 (Recovery of Unpaid Minimum Wage and Overtime);
2. Violation of Cal. Labor Code §§ 226.7, 512 (Meal Period Violations);
3. Violation of Cal. Labor Code § 226.7, IWC Wage Order 5 (Rest Period Violations);
4. Violation of Cal. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements);
5. Violation of Cal. Labor Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment);
6. Violation of Labor Code § 2802 (Failure to Indemnify for Expenditures or Losses in Discharge of Duties); and
7. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practice).

REQUEST FOR JURY TRIAL

1 Plaintiff SHEILA RIOS ("Plaintiff" or "Ms. Rios"), on behalf of herself and all
2 employees similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
5 who were subjected to one or more of the violations alleged herein ("Plaintiff Class") by
6 Defendant SAN JUDAS COMMUNITY HEALTH CENTER, INC. ("Defendant"). The term
7 "Relevant Time Period" or "Time Period" is defined as four (4) years prior to the filing of this
8 Complaint. Plaintiff reserves the right to amend this Complaint to reflect a different "Time
9 Period" as further discovery is conducted.

10 2. Plaintiff, individually and on behalf of the Plaintiff Class, seeks relief against
11 Defendant for its: (1) failure to pay all wages due, including regular and overtime wages and
12 minimum wages; (2) failure to provide meal periods or premium compensation in lieu thereof;
13 (3) failure to provide rest periods or premium compensation in lieu thereof; (4) failure to provide
14 accurate itemized wage statements; (5) failure to pay wages due upon termination of employment;
15 (6) failure to provide reimbursement for necessary business expenditures; and (7) unfair business
16 practices.

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

- 19 a. Willfully refusing to pay all hours worked, including regular, overtime,
20 and minimum wages;
- 21 b. Willfully refusing to permit off-duty meal periods or providing
22 compensation in lieu thereof;
- 23 c. Willfully refusing to permit rest periods or providing compensation in lieu
24 thereof;
- 25 d. Willfully refusing to furnish accurate itemized wage statements upon
26 payment of wages;
- 27 e. Willfully refusing to pay all wages due upon separation of employment;

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- 1 f. Willfully refusing to provide reimbursement for necessary business
2 expenditures; and
3 g. Willfully engaging in unfair business practices.

4 **THE PARTIES**

5 **The Plaintiff**

6 4. Ms. Rios is, and at all times herein mentioned was, a resident of the County of Los
7 Angeles. Ms. Rios began her employment with Defendant on or about October 2016, as a
8 phlebotomist. Ms. Rios was terminated from her employment on or around February 13, 2020.
9 Throughout the Relevant Time Period, Plaintiff's duties included drawing blood, administering
10 injections, taking patients' vitals, cleaning examination rooms, translating for the physicians, and
11 assisting physicians with patient examinations.

12 **The Defendant**

13 5. Plaintiff is informed and believes, and based thereon alleges, that Defendant San
14 Judas Community Health Center, Inc. ("San Judas") is a California corporation which provides
15 healthcare services in Los Angeles County, and is and/or was the employer of Plaintiff and
16 similarly situated employees during the Relevant Time Period.

17 6. Plaintiff is ignorant of the true names, capacities, relationships and extent of
18 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
19 inclusive, but on information and belief alleges that said Defendants are legally responsible for
20 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
21 capacities of the DOE Defendants when ascertained.

22 7. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
23 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
24 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
25 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
26 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
27 are alter egos, joint employers and conspire with one another to increase profits by engaging in
28 the conduct described in this complaint.

1 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
2 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
3 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
4 below was acting, at least in part, within the course and scope of that authority as such agent,
5 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
6 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
7 are legally attributable to the other Defendants.

8 **JURISDICTION AND VENUE**

9 9. This Court has subject matter jurisdiction over the causes of action alleged in this
10 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
11 excluded from exercising subject matter jurisdiction over said causes of action. The penalties
12 recoverable for Plaintiff do not exceed seventy-five thousand dollars (\$75,000.00), and
13 collectively amongst Plaintiff Class do not exceed five million dollars (\$5,000,000.00.)

14 10. Plaintiff is a resident of the State of California. Defendant is a California
15 corporation doing business in the State of California, with headquarters located at 1080 N.
16 Western Ave., Los Angeles, California 90029. San Judas is thus a resident of and/or domiciled in
17 the State of California.

18 11. Venue is proper in the County of Los Angeles, because Defendant conducts
19 business in the County of Los Angeles, and the acts and omissions set forth herein occurred in
20 the County of Los Angeles.

21 **ADMINISTRATIVE PREREQUISITES**

22 12. Prior to filing this Complaint, on January 25, 2021, Plaintiff gave written notice
23 by certified mail to the Labor and Workforce Development Agency ("LWDA") and to Defendant
24 of the specified provisions alleged to have been violated, including the facts and theories to
25 support the alleged violations as required by Labor Code section 2699.3. A true and correct copy
26 of Plaintiff's letter sent to the LWDA, dated January 25, 2021, is attached hereto as Exhibit "A."

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1 13. Upon the expiration of 65 days from the date of submission of the letter to the
2 LWDA and if the LWDA either declines to investigate the claims or does not respond, Plaintiff
3 will seek as a matter of right to amend her complaint to add the PAGA cause of action pursuant
4 to Labor Code section 2699.3(a)(2)(C). As the date of submission of the notice letter to the
5 LWDA, the PAGA claims of Plaintiff and the Aggrieved Employees has been tolled.

6 **FACTUAL ALLEGATIONS**

7 14. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
8 employees the benefits due under California's wage and hour laws for work performed in
9 California. Defendant wrongfully refused to provide Plaintiff and the Plaintiff Class minimum
10 wages, overtime compensation, meal and rest periods, and other statutory benefits mandated by
11 California.

12 15. During the Relevant Time Period, Defendant employed Plaintiff and the Plaintiff
13 Class in non-exempt positions in California.

14 16. Defendant failed to provide Plaintiff and the Plaintiff Class with meal periods in
15 violation of the Labor Code and IWC Wage Orders. Plaintiff and the Plaintiff Class were entitled
16 to timely, uninterrupted, thirty (30) minute meal periods within the first five (5) hours worked.
17 However, these breaks were either not provided, were interrupted, or were provided late.
18 Defendant would automatically deduct a meal period for Plaintiff and the Plaintiff Class even
19 when it did not in fact provide a meal period. Specifically, Defendant's policy and practice
20 provided that if Ms. Rios and Class Members were provided with a meal break, they were not
21 permitted to take another break during that shift. On a regular basis, Ms. Rios would have to
22 interrupt her meal breaks in order to assist with patient care or to assist in the laboratory, as
23 Defendant would inadequately staff the laboratory with just one employee.

24 17. Defendant also failed to make reasonably available legally compliant rest periods.
25 Defendant prevented Ms. Rios and Class Members from taking rest breaks throughout their shifts.
26 This was due in part to Defendant's policy and practice of providing inadequate coverage to allow
27 for breaks to be taken. Further, due to the pressure from Defendant, Ms. Rios and Class Members
28 were not authorized and permitted to take a second rest period on shifts exceeding six hours of

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1 work. In fact, Defendant discouraged employees from working overtime and regularly pressured
2 Ms. Rios and Class Members to rush and do their work without taking breaks. Defendant's
3 practice was to not have patients wait for a long period of time, often requiring employees to work
4 through their breaks or interrupt their breaks in order to assist with patient care. Defendant failed
5 to provide adequate coverage to relieve employees to take their breaks. In addition, Defendant
6 subjected Plaintiff and Plaintiff Class to pressure to complete work on time, thus discouraging
7 employees from taking their lawful breaks. Due to Defendant's policy and practices which
8 prioritized work tasks over rest and meal period compliance, Plaintiff and Plaintiff Class missed
9 meal and rest periods, or received them untimely.

10 18. Ms. Rios alleges she and the Plaintiff Class were not compensated with premium
11 pay for every meal period and rest period that was not provided, as required by Labor Code
12 sections 226.7 and 512 and the applicable IWC Wage Order.

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

24 20. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
25 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half
26 times the employee's base rate of pay. Similarly, all excess hours over twelve (12) hours in a day
27 were required to be compensated at a rate of two times the employee's base rate of pay.
28 Defendant's failure to provide Plaintiff and the Plaintiff Class any pay whatsoever for off-the-

1 clock hours worked therefore necessarily resulted in overtime violations as well.

2 21. Defendant failed to keep accurate time records reflecting the time Ms. Rios and
3 Plaintiff Class started their shift, the time they began and ended their meal periods, and the time
4 they ended their shifts. In addition, Defendant required Ms. Rios and Class Members to work
5 before and/or after signing in/out, and deducted meal period times even when no meal period was
6 actually taken, thus the timekeeping by Defendant was non-compliant as required under the Labor
7 Code and Code of Regulations.

8 22. By failing to include on Plaintiff and the Plaintiff Class's paystubs all owed meal
9 and rest period premium pay, and all minimum wage and overtime and double-time wages owed,
10 Defendant failed to keep accurate payroll records and failed to provide Plaintiff and the Plaintiff
11 Class with complete and accurate wage statements.

12 23. Defendant willfully failed to reimburse Plaintiff and Plaintiff Class for necessary
13 business expenses incurred during their employment with Defendant. Specifically, Defendant
14 required Plaintiff and Plaintiff Class to wear work uniforms and to be personally responsible for
15 the maintenance of said uniforms. Defendant failed to reimburse Ms. Rios and Class Member for
16 the expense of regular maintenance of their work uniforms in violation of the Labor Code and the
17 IWC Wage Orders.

18 24. Further, to the extent the above violations caused outstanding wages to be owed
19 to Plaintiff and the Plaintiff Class, Defendant failed to pay all wages earned to Plaintiff and the
20 Plaintiff Class upon the termination of their employment.

21 **CLASS ALLEGATIONS**

22 25. Plaintiff brings this action on behalf of herself, the general public, and the Plaintiff
23 Class, as a class action pursuant to Code of Civil Procedure section 382. The Plaintiff Class
24 consists of all individuals who worked for Defendant in California in a non-exempt hourly-paid
25 position during the Relevant Time Period. Plaintiff reserves the right under Rules of Court, rule
26 3.765, to amend or modify the Plaintiff Class description, or to further divide the Plaintiff Class
27 into subclasses by limitation to particular issues or by other means.

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- 1 f. Whether Defendant failed to reimburse Plaintiff and the Plaintiff Class for
2 all necessary business expenditures; and
3 g. Whether Defendant engaged in unlawful or unfair business practices.

4 **Typicality**

5 29. Plaintiff's claims are typical of the Plaintiff Class' claims, all of whom have
6 incurred and/or will incur damages, as a result of Defendant's common course of conduct and
7 common policies and practices. The claims of Plaintiff are typical because Defendant subjected
8 all of its non-exempt hourly-paid employees to identical violations of the IWC Wage Orders,
9 Code of Regulations, Labor Code, and Business and Professions Code, among other statutes.

10 **Adequacy of Representation**

11 30. Plaintiff will fairly and adequately represent and protect the interests of the
12 Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's
13 attorneys are competent, well-versed, and experienced in litigating employment class actions and
14 other complex litigation matters.

15 **Superiority of Class Action**

16 31. Under the facts and circumstances set forth above, a class action is superior to any
17 other method available for both the fair and efficient adjudication of the rights of each class
18 members inasmuch as joinder of individual relatively small claims of each member of the Plaintiff
19 Class is not practical, and if each employee were required to file an individual lawsuit, the
20 Defendant would necessarily gain an unconscionable advantage since they would be able to
21 exploit and overwhelm the limited resources of each individual plaintiff. Requiring each member
22 of the Plaintiff Class to pursue an individual remedy would also discourage the assertion of lawful
23 claims by employees fearful of retaliation and permanent damage to their careers at present and/or
24 subsequent employment. Further, the substantial risk of inconsistent or varying verdicts or
25 adjudications with respect to the individual members of the Plaintiff Class against Defendant
26 herein further support class certification.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay All Wages Owed, Including Minimum Wage and Overtime**

3 **(Plaintiff Against Defendants)**

4 32. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
5 fully alleged herein.

6 33. Labor Code section 1182.12 provides that for employers who employed twenty-
7 six (26) or more people from January 1, 2017 to December 31, 2017, the minimum wage rate in
8 California was ten dollars and fifty cents (\$10.50) per hour. From January 1, 2018 to December
9 31, 2018, the minimum wage rate in California was eleven dollars (\$11.00) per hour. From
10 January 1, 2019 to December 31, 2019, the minimum wage rate in California was twelve dollars
11 (\$12.00) per hour. From January 1, 2020, through December 31, 2020, the minimum wage rate
12 in California was thirteen dollars (\$13.00) per hour. From January 1, 2021, through December
13 31, 2021, the minimum wage rate in California is fourteen dollars (\$14.00) per hour. Plaintiff is
14 informed and believes Defendant employs more than twenty-six (26) employees and thus falls
15 within all requirements of section 1182.12.

16 34. Additionally, many California cities and counties impose a separate minimum
17 wage higher than that set by section 1182.12, which may be applicable to Plaintiff and the Plaintiff
18 Class. For example, Los Angeles County, where Plaintiff is employed, had a minimum wage of
19 twelve dollars (\$12.00) effective July 1, 2017, thirteen dollars and twenty-five cents (\$13.25)
20 effective July 1, 2018, fourteen dollars and twenty-five cents (\$14.25) as of July 1, 2019, and
21 fifteen dollars (\$15.00) effective July 1, 2020. (County of Los Angeles Minimum Wage
22 Ordinance, *available at* <http://lacounty.gov/minimum-wage/>.)

23 35. Notwithstanding any other provision of the Labor Code, hourly minimum wage
24 rates are set for all industries according to statute. (Labor Code § 1182.12). Employers must pay
25 employees no less than minimum wage for each hour worked. (Labor Code § 1194; IWC Wage
26 Order 5-2001, Sect. 4.)

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1 36. Any work in excess of eight hours in any workday and any work in excess of forty
2 (40) hours in a workweek shall be compensated at a rate of no less than one and one-half times
3 the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Orders.) Any work in
4 excess of twelve (12) hours in a workday shall be compensated at the rate of twice the regular
5 rate of pay for an employee. (*Ibid.*)

6 37. Any employee receiving less than the legal minimum wage or legal overtime
7 compensation is entitled to recover in a civil action the amount of unpaid wages and interests
8 thereon, attorneys' fees, and costs of suit. (Labor Code § 1194(a).)

9 38. All wages earned in employment are due and payable twice during each calendar
10 month on dates designated in advance by the employer. (Labor Code § 204.)

11 39. Plaintiff and the Plaintiff Class regularly worked over eight (8) hours per day and
12 forty (40) hours per week. Defendant failed to pay Plaintiff and the Plaintiff Class all minimum
13 wage, overtime premiums, and/or double-time premiums for all hours worked in excess of eight
14 (8) hours per day and/or forty (40) hours per week for work performed for Defendant. In fact,
15 Defendant's policy and practice required Plaintiff and Plaintiff Class to remain at work until the
16 last patient was finished with treatment and/or examination, which would typically result in ten
17 (10) hour shifts. Pursuant to Labor Code sections 510, 1182.12, 1194, and applicable IWC Wage
18 Orders, Plaintiff and the Plaintiff Class seek the payment of all minimum wage, overtime, and/or
19 double-time compensation, and reporting time pay earned and accrued beginning four (4) years
20 prior to filing this complaint, according to proof.

21 40. Plaintiff and the Plaintiff Class were also frequently required to work through meal
22 periods for which Defendant required at least thirty (30) minutes be deducted from the time
23 recorded, resulting in additional unpaid wages.

24 41. Plaintiff and the Plaintiff Class are entitled to liquidated damages, attorneys' fees,
25 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
26 interest.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Meal Periods or Premium Compensation in Lieu thereof**

3 **(Plaintiff against Defendants)**

4 42. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
5 fully set forth herein.

6 43. Labor Code sections 226.7 and 512 and IWC Wage Order 4-2001, provide that no
7 employer shall employ any person for a work period of more than five (5) hours without providing
8 a meal period uninterrupted by work duties of not less than thirty (30) minutes or employ any
9 person for a work period of more than ten (10) hours without a second meal period of not less
10 than thirty (30) minutes.

11 44. Labor Code section 226.7 provides that if an employer fails to provide an
12 employee a meal period in accordance with this section, the employer shall pay the employee one
13 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
14 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
15 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
16 relieving employees from all work duties during meal periods thereby preventing employees from
17 taking legally compliant meal periods. Specifically, Plaintiff and Class Members would be
18 routinely interrupted during their meal periods because a patient was waiting to be assisted, and
19 Plaintiff and Class Members would have to interrupt or cut their meal period short to return to
20 their work duties.

21 45. At all relevant times, Plaintiff and the Plaintiff Class have worked shifts of more
22 than five (5) hours in a workday.

23 46. Pursuant to Labor Code section 226.7, Plaintiff and the Plaintiff Class are entitled
24 to damages equal to one (1) hour of wages at their regular rate of pay for each missed meal break,
25 in an amount according to proof.

26 47. At varying times relevant hereto, Plaintiff and the Plaintiff Class have worked
27 shifts of more than ten (10) hours in a workday.

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1 48. Plaintiff individually, and on behalf of the Plaintiff Class, requests recovery of
2 meal period premium compensation pursuant to Labor Code section 226.7 which they are owed
3 beginning four (4) years prior to filing this complaint, as well as the assessment of any statutory
4 penalties against the Defendant, and each of them, in a sum as provided by the Labor Code and/or
5 other statutes.

6 49. Pursuant to Labor Code sections 218.5, Code of Civil Procedure section 1021.5
7 and any other applicable provision of law, Plaintiff requests the court award reasonable attorneys'
8 fees and costs incurred in this action.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Provide Rest Periods or Premium Compensation in Lieu Thereof**

11 **(Plaintiff against Defendants)**

12 50. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
13 fully set forth herein.

14 51. Labor Code section 226.7 provides that employers authorize and permit all
15 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or
16 major fraction thereof.

17 52. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
18 provide and employee rest periods in accordance with this section, the employer shall pay the
19 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
20 that the rest period is not provided. Plaintiff and the Plaintiff Class consistently worked over four
21 (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

22 53. Defendant failed to reasonably make available rest breaks to Plaintiff and the
23 Plaintiff Class during the Relevant Time Period. Specifically, the work load would be too heavy
24 to allow Plaintiff and Class members the opportunity to take a rest period. Defendant's policy and
25 practice provided that if Plaintiff and Class members were provided with a rest period, then they
26 were not permitted to take another rest period during that same shift.

27 54. Plaintiff and the Plaintiff Class are entitled to damages in an amount equal to one
28 (1) hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Labor Code

1 section 218.5, Code of Civil Procedure section 1021.5 and any other applicable provision of law,
2 Plaintiff requests the court award reasonable attorneys' fees and costs incurred in this action.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Provide Accurate Itemized Wage Statements and Maintain Records**

5 **(Plaintiff against Defendants)**

6 55. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
7 fully set forth herein.

8 56. Labor Code sections 226, 226.3, 1174, and 1174.5, and all applicable IWC Wage
9 Orders, provide that employers must keep records and provide employees with itemized wage
10 statements showing all hours worked and each applicable rate of pay in effect during the pay
11 period with the corresponding number of hours worked at each hourly rate.

12 57. Labor Code section 1174, subdivision (d), requires employers to keep at a central
13 location in California or at the plant or establishment at which the employees are employed,
14 payroll records showing the hours worked daily, and the wages paid to, each employee.

15 58. Labor Code section 226, subdivision (a), requires employers to provide employees
16 – either as a detachable part of the check, draft, or voucher paying the employee's wages, or
17 separately when wages are paid by personal check or cash – an accurate itemized wage statement
18 in writing including specified information, including but not limited to: (1) gross wages earned;
19 (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4)
20 all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is
21 paid; (7) the name of the employee and only the last four digits of his or his social security number
22 or an employee identification number other than a social security number; (8) the name and
23 address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect
24 during the pay period and corresponding number of hours worked at each hourly rate by the
25 employee...

26 59. Labor Code section 226, subdivision (e), provides that if an employer knowingly
27 and intentionally fails to provide a statement itemizing, *inter alia*, the gross and net wages earned,
28 the total hours worked by the employee and the applicable hourly overtime rates, causing the

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1 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
2 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
3 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
4 Defendant willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

5 60. IWC Wage Orders require that every employer shall keep accurate information
6 with respect to each employee, including time records showing when each employee begins and
7 ends each work periods, the total daily hours worked by each employee and the total hours worked
8 in each payroll period, and applicable rates of pay. Plaintiff is informed and believes that
9 Defendant willfully and intentionally failed to make and/or keep records which accurately reflect
10 the hours worked by Plaintiff and the Plaintiff Class. Specifically, Plaintiff believes that
11 Defendant did not maintain records for Plaintiff and the Plaintiff Class reflecting their time
12 actually worked and applicable rates of pay.

13 61. An employee is deemed to suffer injury if the employer fails to provide a wage
14 statement containing all of the required information set forth in Labor Code section 226,
15 subdivision (a). (Labor Code § 226(e)(2).) In addition, the omission of time worked, proper rates
16 of pay, records of missed meal and rest breaks and/or premium pay make it difficult for employees
17 to determine whether they were paid all wages due without complicated calculations and/or
18 reconstruction of records required to be maintained by the employer.

19 62. For each employee suffering an injury as a result of Defendant's knowing and
20 intentional failure to provide an accurate, itemized wage statement the employee is entitled to
21 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
22 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
23 subsequent pay period.

24 63. Plaintiff is informed and believes that Defendant's failure to keep accurate payroll
25 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
26 subdivision (a), and the applicable Wage Order. Plaintiff intends to seek penalties under Labor
27 Code section 2699, subdivision (f)(2). Plaintiff and the Plaintiff Class are entitled to penalties of
28 one hundred (\$100.00) for the initial violation, and two hundred (\$200.00) for each subsequent

1 violation for every pay period during which these records and information were not kept by
2 Defendant.

3 64. Plaintiff is informed and believes that Defendant's failure to keep and maintain
4 accurate records and information and provide to Plaintiff and the Plaintiff Class itemized wage
5 statements containing all of the information mandated by the Labor Code, as described above,
6 was knowing and intentional, and Plaintiff and the Plaintiff Class are entitled to statutory penalties
7 for each pay period in which a violation occurred. Plaintiff further seeks recovery of attorneys'
8 fees and costs pursuant to Labor Code section 226, subdivision (e), and as otherwise permitted
9 by law.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay Wages Due upon Termination of Employment**

12 **(Plaintiff against Defendants)**

13 65. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
14 fully set forth herein.

15 66. Plaintiff is informed and believes, and based thereon alleges, that as part of
16 Defendant's ongoing unfair business practices, Defendant failed to pay all employees all wages
17 earned during their employment at the time of their separation in violation of Labor Code sections
18 201, 202, and 203.

19 67. Labor Code section 201 provides that employers are required to pay an employee
20 whose employment is terminated by the employer all wages earned throughout their employment
21 and unpaid immediately upon termination.

22 68. Labor Code section 202 requires employers to pay an employee who quits his or
23 her employment all wages earned and unpaid no later than seventy-two (72) hours thereafter.

24 69. Labor Code section 203 provides that when an employer who fails to pay all wages
25 earned and due to an employee who is discharged or quits within the appropriate timeframes set
26 forth in sections 201 and 202, the wages of the employee shall continue as a penalty at the
27 employee's regular rate of daily pay for each day the full amount of unpaid wages is not paid, up
28 to thirty (30) days.

1 70. Plaintiff and members of the Plaintiff Class whose employment was severed
2 within four (4) years of the filing of this complaint until the date of entry of judgment, without
3 being paid the proper payments, are entitled to up to thirty (30) days of pay at their regular rate
4 of pay as waiting time penalties, as appropriate to Plaintiff and each member of the Plaintiff Class.

5 **SIXTH CAUSE OF ACTION**

6 **Indemnification for Expenditures or Losses in Discharge of Duties**

7 **(Plaintiff against All Defendants)**

8 71. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
9 as if fully alleged herein.

10 72. Defendant failed to indemnify Plaintiff and the Plaintiff Class for all necessary
11 expenditures or losses incurred in direct consequence of the discharge of their duties. Specifically,
12 Defendant failed to indemnify Plaintiff and the Plaintiff Class for expenditures including, without
13 limitation, the costs of cleaning and maintenance of their work uniforms.

14 73. Defendant has not reimbursed Plaintiff and the Plaintiff Class for all expenditures.
15 Plaintiff and the Plaintiff Class are therefore entitled to be paid damages, attorneys' fees, costs,
16 and interest pursuant to Labor Code section 2802, subdivisions (b) and (c), as well as all statutory
17 penalties, against Defendant in accordance with Labor Code section 2802, subdivision (d).

18 **SEVENTH CAUSE OF ACTION**

19 **Unfair or Unlawful Business Practices**

20 **(Plaintiff against Defendants)**

21 74. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
22 as if fully alleged herein.

23 75. Plaintiff brings this claim individually and on behalf of the Plaintiff Class.

24 76. Business and Professions Code sections 17200, *et seq.*, known as California's
25 Unfair Competition Law ("UCL"), prohibits unfair competition in the form of any unlawful,
26 unfair, or fraudulent business act or practice.

27 77. Business and Professions Code section 17204 allows "any person who has
28 suffered injury in fact and has lost money or property as a result of such unfair competition" to

1 prosecute a civil action for violation of the UCL.

2 78. Labor Code section 90.5, subdivision (a), states it is the public policy of California
3 to vigorously enforce minimum labor standards in order to ensure employees are not required to
4 work under substandard and unlawful conditions, and to protect employers who comply with the
5 law from those who attempt to gain competitive advantage at the expense of their workers by
6 failing to comply with minimum labor standards.

7 79. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)
8 years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as
9 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent
10 business practices and acts described in this complaint, including but not limited to violations of
11 Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1197,
12 and 2802, as well as other statutes as described above.

13 80. The violations of these laws and regulations, as well as of the fundamental
14 California public policies protecting workers, serve as unlawful predicate acts and practices for
15 purposes of Business and Professions Code sections 17200 *et seq.*

16 81. As a result of these actions, Plaintiff, on information and belief, alleges that
17 Defendant is able to unfairly compete with other comparable companies in the State of California
18 in violation of Business & Professions Code sections 17000 *et. Seq.* Due to these unlawful, unfair
19 and/or fraudulent business practices, Defendant has gained a competitive advantage over other
20 comparable companies doing business in the State of California.

21 82. The victims of these unlawful, unfair and/or fraudulent business practices include,
22 but are not limited to, Plaintiff, the Plaintiff Class, competing health care provider companies in
23 the State of California, and the general public. Plaintiff is informed and believes, and based
24 thereon alleges, that Defendant performed the above-mentioned acts with the intent of gaining an
25 unfair competitive advantage and thereby injuring Plaintiff, the Plaintiff Class, other competitors,
26 and the general public.

27 ///

28 ///

83. Plaintiff's success in this action will enforce important rights affecting the public interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf of herself.

84. Business and Professions Code section 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendant from repeating their unlawful, unfair, and fraudulent business acts and business practices alleged above.

85. Business and Professions Code section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition. Plaintiff and Plaintiff Class are entitled to restitution pursuant to Business and Professions Code section 17203 for wages and payments unlawfully withheld from employees, including the fair value of the meal and rest periods and other losses alleged herein, during the four-year period prior to the filing of this complaint. All remedies are cumulative pursuant to Business and Professions Code section 17205.

86. Business and Professions Code section 17202 provides: "Notwithstanding Section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition." Plaintiff and Plaintiff Class are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

87. Plaintiff requests injunctive relief pursuant to Business and Professions Code section 17203 to enjoin Defendants from continuing the unfair/unlawful business practices alleged herein.

88. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and otherwise.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;
2. That the Court appoint Plaintiff as Class Representative;
3. That the Court appoint Mahoney Law Group, APC as class counsel;
4. For compensatory and statutory damages;
5. For waiting time penalties pursuant to Labor Code section 203, on behalf of the terminated or resigned employees;
6. For interest accrued to date;
7. For restitution of all monies due to Plaintiff and the Plaintiff Class from the unlawful business practices of Defendant;
8. For statutory penalties according to proof;
9. For injunctive relief, enjoining Defendant from engaging in the unlawful and unfair business practices complained herein;
10. For reasonable attorneys' fees and costs pursuant to Labor Code sections 226, subdivision (e), 218.5, and 1194, Code of Civil Procedure section 1021.5, and/or other applicable laws and/or statutes; and
11. For all such other and further relief as the Court may deem just and proper.

Dated: February 4, 2021

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
Atoy H. Wilson, Esq.
Attorneys for Plaintiff SHEILA RIOS, as an
individual and on behalf of all employees similarly
situated

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Dated: February 4, 2021



Kevin Mahoney, Esq.
Atoy H. Wilson, Esq.
Attorneys for Plaintiff SHEILA RIOS, as an
individual and on behalf of all employees similarly
situated

02/09/2021

EXHIBIT A



Atoy H. Wilson, Esq.
(562) 590-5550 phone
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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.

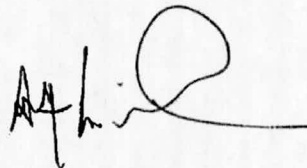
E. Reservation of Rights

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

02/09/2021