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7 Attorneys for Plaintiffs
8 SENECCA VAUGHN and
RICKEY VEDILAGO

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 SENECCA VAUGHN, as an individual and
13 on behalf of all others similarly aggrieved,

14 Plaintiff,

15 v.
16

17
18 PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC., a California domestic
19 nonprofit; and DOES 1-50, inclusive,

20 Defendants.
21

CASE NO. 21STCV18512

Assigned for All Purposes to:
Hon. Gregory Keosian

**SECOND AMENDED PRIVATE
ATTORNEYS GENERAL ACT
("PAGA") REPRESENTATIVE
COMPLAINT**

Complaint filed: May 17, 2021
FAC filed: June 25, 2021

1 Plaintiffs Senecca Vaughn and Rickey Vedilago (“Plaintiffs”), as individuals, on behalf
2 themselves and all other similarly aggrieved employees (“the Aggrieved Employees”), hereby file
3 this Complaint against Defendant Public Health Foundation Enterprises, Inc. d/b/a Heluna Health
4 (“Defendant”) and DOES 1-50, inclusive, and allege as follows:

5 **JURISDICTION AND VENUE**

6 1. This court possesses original subject matter jurisdiction over this matter. Venue is
7 proper in Los Angeles County, California, because Defendant’s principal place of business is
8 located in Los Angeles County and some of the complained of conduct occurred in this judicial
9 district.

10 **THE PARTIES**

11 2. Plaintiffs Senecca Vaughn is, and at relevant times was, an individual domiciled in
12 the State of California and a citizen of the State of California who was employed as a non-exempt
13 employee by Defendant, in the State of California, from approximately June 2019 to approximately
14 June 2020.

15 3. Plaintiffs Rickey Vedilago is, and at relevant times was, an individual domiciled in
16 the State of California and a citizen of the State of California who was employed as a non-exempt
17 employee by Defendant, in the State of California, from approximately August 2015 to
18 approximately May 9, 2022.

19 4. Defendant Public Health Foundation Enterprises, Inc. is a California domestic
20 nonprofit that, at all relevant times, was authorized to do business within the State of California and
21 is doing business in the State of California.

22 5. The true names and capacities of the DOE Defendant sued herein as DOES 1
23 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sues each such Defendant
24 by said fictitious names. Each of the Defendant designated herein as a DOE is legally responsible
25 for the unlawful acts alleged herein. Plaintiffs will seek leave of Court to amend this Complaint to
26 reflect the true names and capacities of the Doe Defendant when such identities become known.

27 6. Plaintiffs are informed and believe that, at all relevant times, each Defendant was
28 the principal, agent, partner, joint venturer, joint employer, officer, director, controlling

1 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
2 interest of some or all of the other defendants, and was engaged with some or all of the other
3 defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
4 other Defendants so as to be liable for their conduct with respect to the matters alleged in this
5 complaint. Plaintiffs are further informed and believe and thereon allege that each Defendant acted
6 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
7 each Defendant knew or should have known about, authorized, ratified, adopted, approved,
8 controlled, aided and abetted the conduct of all other Defendant.

9 7. At all relevant times, Defendant was and is legally responsible for all of the unlawful
10 conduct, policies, practices, acts and omissions complained of herein. Further, Defendant is
11 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
12 respondent superior. The conduct of Defendant's managers and supervisors was at all relevant
13 times undertaken as employees of Defendant, acting within the scope of their employment or
14 authority in all of the unlawful activities described herein.

15 8. Whenever and wherever reference is made in this complaint to any act or failure to
16 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
17 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

18 **FACTUAL ALLEGATIONS**

19 9. During the one year and sixty-five-day period preceding filing of this Complaint,
20 Plaintiffs worked for Defendant as a non-exempt employees in the State of California. Defendant,
21 at all relevant times, exercised control over Plaintiffs and the other Aggrieved Employees (as
22 defined below) and suffered and/or permitted them to work.

23 10. Plaintiff Vaughn was employed by Defendant as a non-exempt employee from
24 approximately June 2019 to approximately June 2020. She worked for Defendant as an outreach
25 specialist in the city of San Francisco; her duties had her mostly working out in the field offering
26 various outreach suggestions to the homeless population, such as but not limited to, information
27 about shelters, medical providers, and food banks. Plaintiff Vaughn typically worked at least nine
28 and a half hours per day, occasionally working shifts in excess of ten hours. Plaintiff Vaughn was

1 paid an hourly rate for time counted by employer as time worked.

2 11. Plaintiff Vedilago was employed by Defendant as a non-exempt employee from
3 approximately August 2015 to approximately May 2022. He worked for Defendant as an outreach
4 specialist in the city of San Francisco; his duties had him mostly working out in the field offering
5 various outreach suggestions to the homeless population, such as but not limited to, information
6 about shelters, medical providers, and food banks. Plaintiff Vedilago typically worked at least nine
7 and a half hours per day, occasionally working shifts in excess of ten hours. Plaintiff Vedilago was
8 paid an hourly rate for time counted by employer as time worked.

9 12. Plaintiffs were not provided proper meal periods during their employment. Plaintiffs
10 were often forced to work through their meal periods or forced to take late, shortened, interrupted
11 and/or on-duty meal periods due to her workload/commentary from supervisors pressuring
12 Plaintiffs to take improper meal periods or skip meal periods completely. For example, Plaintiff
13 Vaughn reports that for at least 20-25% of her shifts she was forced to take a lunch past the 5th
14 hour of work but was not paid a meal period premium for these noncompliant breaks. Moreover,
15 Plaintiffs' meal periods were often interrupted or cut short and always on duty and thus improper
16 as Defendant required Plaintiffs to at all times remain tethered to their company cell phones and
17 respond to any work situations that arose, including during any meal periods. Nevertheless,
18 Defendant had a policy and practice of automatically deducting a half hour per shift/requiring
19 Plaintiffs to clock out for purported meal periods, despite having actual and/or constructive
20 knowledge that Plaintiffs did not receive compliant meal periods. Upon information and belief,
21 Defendant also rounded the start and stop times of employee meal periods resulting in Plaintiffs
22 receiving shorter and/or later meal periods than she was entitled to. Defendant failed to pay
23 Plaintiffs an additional hour of pay at Plaintiffs' regular rate of pay for each day Plaintiffs missed
24 or received an improper meal period.

25 13. Plaintiffs did not receive compliant, timely 10 (ten)-minute rest periods for every
26 four (4) hours worked or major fraction thereof. Plaintiffs were often required to work through all
27 or part of their rest periods due to her workload/commentary from supervisors pressuring Plaintiffs
28 to take improper rest periods or skip her rest periods completely. Plaintiffs were directed to monitor

1 their company cell phones and respond to any work situations that arose during any rest periods
2 and thus remained under employer control, rendering any purported rest periods improper.
3 Plaintiffs were not paid rest period premiums for these missed/improper rest periods.

4 14. During Plaintiffs' employment, Plaintiffs were forced to perform off-the-clock
5 work, *to wit*: Defendant automatically deducted a half hour per shift/required Plaintiffs to clock out
6 for purported meal periods, despite having actual and/or constructive knowledge that Plaintiffs did
7 not receive compliant meal periods. This resulted in the underpayment of minimum wages and
8 overtime pay. Upon further information and belief, Defendant rounded the start and stop times of
9 employee meal periods resulting in Plaintiffs receiving shorter meal periods than they were entitled
10 to and uncompensated work time. Based on information and belief, Defendant had actual or
11 constructive knowledge that its time-rounding policy resulted in meal periods being cut short and
12 thus the underpayment of minimum and overtime wages owed to Plaintiffs. Additionally,
13 Defendant implemented a time-shaving/time-rounding system whereby it required its employees,
14 including Plaintiffs, to "round" the start and stop times of their hours worked and/or only input their
15 scheduled start and stop times, rather than actual hours worked. This time-shaving system,
16 implemented by and through Defendant, resulted in record-keeping violations as well as violations
17 of California's minimum and overtime wage laws.

18 15. Defendant further violated California overtime laws by failing to pay Plaintiffs
19 proper overtime premiums. Plaintiffs typically worked at least nine and a half hours per day but
20 were not paid any overtime premium pay or was not paid proper overtime premium pay for time
21 worked beyond eight (8) hours in a day. Defendant scheduled Plaintiffs to work using an alternative
22 workweek schedule of four (4) 10-hour shifts per week ("4/10") yet failed to properly adopt an
23 alternative workweek election pursuant to Labor Code section 511 and the IWC Wage Order(s),
24 resulting in significant underpayment of overtime wages.

25 16. Based on information and belief, Defendant either failed to provide sick leave pay
26 at all or improperly accrued the amount of sick leave pay owed Plaintiffs for failure to base the
27 owed sick leave pay on the correct number of hours worked. On further information and belief,
28 Defendant failed to provide notice of the correct sick leave amount balance available to Plaintiffs.

1 17. Additionally, Defendant failed to provide wage statements that complied with Labor
2 Code section 226. Among other things, Plaintiffs' paystubs do not accurately reflect, gross wages
3 earned, total hours worked, net wages earned, all applicable hourly rates in effect during each pay
4 period and all hours worked at each applicable hourly. Notably, due to Defendant's meal period
5 auto-deduction and rounding practices described herein, Defendant's wage statements do not
6 display the actual hours Plaintiffs worked, a requirement of Labor Code section 226. Accordingly,
7 Defendant have violated Labor Code section 226 as to Plaintiffs.

8 18. Upon termination, Defendant failed to furnish Plaintiffs with their final paycheck
9 containing all earned and owed wages. Plaintiffs' final paychecks did not include all wages owed
10 to Plaintiffs as it was devoid of, including but not limited to, all earned and unpaid minimum and
11 overtime wages.

12 19. Furthermore, based on information and belief, Defendant required Plaintiffs to
13 submit to an unlawful criminal and/or financial background checks as a condition of obtaining
14 and/or holding employment in violation of Labor Code sections 1024.5 and/or 432.7. Defendant
15 also required Plaintiffs to agree in writing to unlawful background checks not in conformance with
16 the requirements of the Investigative Consumer Reporting Agencies Act, Civil Code §§ 1786, *et*
17 *seq.* ("ICRAA"), and/or the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* ("FCRA"). Based
18 on information and belief, Defendant also asked about arrests not resulting in convictions on its
19 employment application.

20 20. Plaintiffs bring this complaint under the Private Attorneys General Act of 2004,
21 Labor Code sections 2698, *et seq.*, ("PAGA"), as a representative action on behalf of the State of
22 California, regarding violations of the Labor Code as to all similarly aggrieved individuals
23 employed by Defendant in the State of California as non-exempt employees. This action is brought
24 solely pursuant to PAGA and seeks no relief beyond that available under PAGA.

25 21. During the period beginning one-year period preceding the filing of the required
26 PAGA notice with the Labor Workforce and Development Agency, and continuing through the
27 present, as alleged herein, Defendant violated Labor Code sections 201-202, 204, 216, 221-223,
28 226, 226.7, 245-248.5, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, 2810.5

1 and all relevant sections of the applicable Wage Orders, as to Plaintiffs and the other Aggrieved
2 Employees. These violations subject Defendant to civil penalties as set forth in the foregoing
3 statutes as well as other provisions of the Labor Code, including without limitation Labor Code
4 sections 203, 225.5, 256, 210, 1174.5, 1197.1 and 2699.

5 **THE “AGGRIEVED EMPLOYEES”**

6 22. Plaintiffs bring this action on behalf of themselves and all similarly aggrieved
7 employees. The Aggrieved Employees shall be defined as follows: “All non-exempt employees
8 employed by Public Health Foundation Enterprises, Inc. d/b/a Heluna Health in California at any
9 time within the one year and sixty-five days prior to the filing of the initial complaint.”

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT,**
12 **LABOR CODE SECTIONS 2698, ET SEQ.**

13 23. Plaintiffs incorporate all preceding paragraphs as if fully alleged herein.

14 24. Under the Labor Code and IWC Wage Orders, Defendant was required to provide
15 Plaintiffs and the other Aggrieved Employees with one 30-minute meal break free from all duties
16 before the end of the fifth of work for all shifts lasting more than five (5) hours and a second 30-
17 minute meal break free from all duties before the end of the tenth hour of work for all shifts lasting
18 more than ten hours. Meal periods can be waived, but only under the following circumstances: (1)
19 if an employee’s total work period in a day is over five (5) hours but no more than six (6) hours,
20 the required meal period may be waived by mutual consent of the employer and employee, and (2)
21 if an employee’s total work period in a day is over ten (10) hours but no more than twelve (12)
22 hours, the required second meal period may be waived by mutual consent of the employer and
23 employee, but only if the first meal period was not waived. Employers covered by the Wage Orders
24 have an obligation to both (1) relieve their employees for at least one meal period for shifts over
25 five hours (see above), and (2) to record having done so. If the employer fails to properly record a
26 valid meal period, it is presumed no meal period was provided.

27 25. Plaintiffs and the other Aggrieved Employees regularly worked periods of more than
28 five (5) hours in a workday without being provided a mandatory thirty-minute, duty-free meal

1 period and occasionally worked shifts of more than ten hours without being provided a mandatory
2 thirty-minute, duty-free second meal period. Plaintiffs and the other Aggrieved Employees were
3 often forced to work through their meal periods or forced to take late, shortened, interrupted and/or
4 on-duty meal periods due to their workload/commentary from supervisors pressuring Plaintiffs and
5 the other Aggrieved Employees to take improper meal periods or skip meal periods completely.
6 For example, based on information and belief, Plaintiffs and the other Aggrieved Employees took
7 their meal periods past the 5th hour of work at least 20-25% of the time but were not paid meal
8 period premiums for these noncompliant breaks. Moreover, Plaintiffs' meal periods were often
9 interrupted or cut short and always on duty and thus improper as Defendant required Plaintiffs and
10 the other Aggrieved Employees to at all times remain tethered to their company cell phones and
11 respond to any work situations that arose, including during any meal periods. Nevertheless,
12 Defendant had a policy and practice of automatically deducting a half hour per shift/requiring
13 Plaintiffs and the other Aggrieved Employees to clock out for purported meal periods, despite
14 having actual and/or constructive knowledge that Plaintiffs and the other Aggrieved Employees
15 were not receiving compliant meal periods. Based on information and belief, Defendant also
16 rounded the start and stop times of employee meal periods resulting in Plaintiffs and the other
17 Aggrieved Employees receiving shorter and/or later meal periods than they were entitled to.
18 Defendant failed to pay Plaintiffs and the other Aggrieved Employees an additional hour of pay at
19 their regular rate of pay for each day they missed or received an improper meal period.

20 26. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
21 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
22 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
23 "insofar as practicable." The rest period requirement obligates employers to permit and authorize
24 employees to take off-duty rest periods, meaning employers must relieve employees of all duties
25 and relinquish control over how employees spend their time. (*Augustus v. ABM Security Services,*
26 *Inc.* (2016) 5 Cal.5th 257.) Accordingly, an employer cannot require employees to stay on the work
27 premises nor may an employer require employees to monitor their cell phones and/or other work
28 communication devices during their rest periods as "one cannot square the practice of compelling

1 employees to remain at the ready, tethered by time and policy to *particular locations or*
2 *communications devices*, with the requirement to relieve employees of all work duties and employer
3 control during 10-minute rest periods.” (*Id.* at p. 269 [emphasis added].) If the employer fails to
4 provide any required rest period, the employer must pay the employee one hour of pay at the
5 employee’s regular rate of compensation for each workday the employer did not provide at least
6 one legally required rest period, pursuant to Labor Code section 226.7.

7 27. Defendant failed to provide Plaintiffs and the other Aggrieved Employees all
8 required and/or fully compliant rest periods, or compensation in lieu thereof. Defendant employed
9 policies and procedures that ensured Plaintiffs and the other Aggrieved Employees would not
10 receive all legally required rest periods. Plaintiffs and the other Aggrieved Employees did not
11 receive compliant, timely 10 (ten)- minute rest periods for every four (4) hours worked or major
12 fraction thereof. Plaintiffs and the other Aggrieved Employees were often required to work through
13 all or part of their rest periods due to their workloads/commentary from supervisors pressuring
14 Plaintiffs and the other Aggrieved Employees to take improper rest periods or skip rest periods
15 completely. Plaintiffs and the other Aggrieved Employees were directed to monitor their company
16 cell phones during any rest periods and thus remained under employer control, rendering said rest
17 periods improper. Moreover, based on information and belief, the Aggrieved Employees who did
18 not work out in the field were required to remain onsite at Defendant’s office(s) during any
19 purported rest periods, which is improper. Plaintiffs and the other Aggrieved Employees were not
20 paid rest period premiums for these missed/improper rest periods.

21 28. California law provides employees in California must be paid for all hours worked,
22 up to 40 per week or eight (8) per day, at a regular time rate no less than the mandated minimum
23 wage. California law also provides employees in California must be paid overtime, equal to 1.5
24 times the employee’s regular rate of pay, for all hours worked in excess of 40 per week or eight (8)
25 per day and at a rate of double the employee’s regular rate of pay for time worked beyond twelve
26 hours in a day. Plaintiffs and the other Aggrieved Employees regularly worked time for which they
27 were not compensated, *to wit*: Defendant automatically deducted a half hour per shift/required
28 Plaintiffs and the other Aggrieved Employees to clock out for purported meal periods, despite

1 having actual and/or constructive knowledge that Plaintiffs and the other Aggrieved Employees did
2 not receive compliant meal periods. This resulted in the underpayment of minimum and overtime
3 wages. In addition, based on information and belief, Defendant rounded the start and stop times of
4 employee meal periods resulting in Plaintiffs and the other Aggrieved Employees receiving shorter
5 meal periods than they were entitled to and uncompensated work time. Based on information and
6 belief, Defendant had actual or constructive knowledge that its time-rounding policy resulted in
7 meal periods being cut short and thus the underpayment of minimum and overtime wages owed to
8 Plaintiffs and the other Aggrieved Employees, in violation of California's minimum and overtime
9 wage laws. Additionally, Defendant implemented a time-shaving/time-rounding system whereby it
10 required Plaintiffs and the other Aggrieved Employees to "round" the start and stop times of their
11 hours worked and/or only input their scheduled start and stop times, rather than actual hours
12 worked. This time-shaving system, implemented by and through Defendant, resulted in record-
13 keeping violations as well as violations of California's minimum and overtime wage laws.

14 29. Defendant further violated California overtime laws by failing to pay Plaintiffs and
15 the other Aggrieved Employees all owed overtime premium wages by virtue of its illegally adopted
16 alternative workweek schedule. Labor Code §511(a) states in pertinent part: "Upon the proposal of
17 an employer, the employees of an employer may adopt a regularly scheduled alternative workweek
18 that authorizes work by the affected employees for no longer than 10 hours per day within a 40-
19 hour workweek without the payment to the affected employees of an overtime rate of compensation
20 pursuant to this section. A proposal to adopt an alternative workweek schedule shall be deemed
21 adopted only if it receives approval in a secret ballot election by at least two-thirds of affected
22 employees in a readily identifiable work unit. The regularly scheduled alternative workweek
23 proposed by an employer for adoption by employees may be a single work schedule that would
24 become the standard schedule for workers in the work unit, or a menu of work schedule options,
25 from which each employee in the unit would be entitled to choose." Labor Code §511(e) states:
26 "The results of any election conducted pursuant to this section shall be reported by an employer to
27 the Division of Labor Standards Enforcement within 30 days after the results are final." Labor Code
28 §511(b) states in pertinent part: "An affected employee working longer than eight hours but not

1 more than 12 hours in a day pursuant to an alternative workweek schedule adopted pursuant to this
2 section shall be paid an overtime rate of compensation of no less than one and one-half times the
3 regular rate of pay of the employee for any work in excess of the regularly scheduled hours
4 established by the alternative workweek agreement and for any work in excess of 40 hours per
5 week. An overtime rate of compensation of no less than double the regular rate of pay of the
6 employee shall be paid for any work in excess of 12 hours per day and for any work in excess of
7 eight hours on those days worked beyond the regularly scheduled workdays established by the
8 alternative workweek agreement.” Defendant scheduled Plaintiffs and the other Aggrieved
9 Employees to work using an alternative workweek schedule of four (4) 10-hour shifts per week
10 (“4/10”), yet failed to comply with the requirements set forth in Labor Code §511 and the IWC
11 Wage Order(s) for legal alternative workweek schedules with regard to Plaintiffs and the other
12 Aggrieved Employees. As such, Defendant failed to pay Plaintiffs and the other Aggrieved
13 Employees legal overtime compensation for all work accomplished in excess of eight (8) hours per
14 day and/or forty (40) hours per week.

15 30. California law provides that, at the time of each payment of wages, the employer
16 must provide each employee with an itemized statement showing, *inter alia*, gross wages earned,
17 total hours worked, all deductions taken, net wages earned, the inclusive dates for which the
18 employee is being paid, the employee’s name and last four digits of their social security number,
19 the name and address of the legal entity that it is the employer, and all applicable hourly rates in
20 effect during the pay period and all hours worked at each rate. Defendant knowingly and
21 intentionally failed to provide Plaintiffs and the other Aggrieved Employees with proper, itemized
22 wage statements as the wage statements provided by Defendant do not accurately reflect, *inter alia*,
23 all gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect
24 during each pay period and all hours worked at each applicable hourly. Notably, due to Defendant’s
25 meal period auto-deduction and rounding practices described herein, Defendant’s wage statements
26 do not display the actual hours Plaintiffs and the other Aggrieved Employees worked, a requirement
27 of Labor Code section 226. Accordingly, Defendant has violated Labor Code section 226 as to
28 Plaintiffs and the other Aggrieved Employees.

1 31. California law requires employers to keep “accurate and complete” payroll records
2 showing, among other things, the hours worked daily by all non-exempt employees. Section 7 of
3 all applicable IWC Wage Orders similarly requires employers to keep time records showing, *inter-*
4 *alia*, when the employees begin and end each work period and reflecting the times during which
5 all owed meal periods are provided each day. At all relevant times, Defendant have failed, and
6 continue to fail, to keep the required time records, as Defendant did not record the true start and
7 stop times of Plaintiffs and the other Aggrieved Employees’ workdays and failed to accurately
8 record employee meal periods. Defendant’s failure to keep “accurate and complete” payroll records
9 for Plaintiffs and the other Aggrieved Employees violates Labor Code sections 1174, 1198-99, and
10 Section 7 of all applicable IWC Wage Orders. These violations subject Defendant to civil penalties
11 under the Labor Code, including without limitation sections 1174.5 and 2699. Each violation of
12 each Labor Code section and Wage Order provision, for each aggrieved employee, results in a
13 separate civil penalty.

14 32. California Labor Code section 204 requires an employer to pay employees all wages
15 due and payable at least twice each calendar month. Defendant failed to comply with Labor Code
16 section 204 by failing to timely pay twice during each calendar month all wages due and payable
17 to Plaintiffs and the other Aggrieved Employees. Defendant’s violations of Labor Code section 204
18 subject Defendant to civil penalties, including but not limited to the penalties set forth in California
19 Labor Code sections 210 and 2699. Each violation results in a separate civil penalty, for each
20 Aggrieved Employee for each pay period during which the statutory provisions were violated.

21 33. Labor Code section 201 requires employers to pay all wages earned and unpaid at
22 the time of discharge, immediately upon discharge. Labor Code section 202 states similar
23 provisions with respect to employees who resign. For all Aggrieved Employees no longer employed
24 by Defendant, Defendant still has not paid such Aggrieved Employees all wages earned and unpaid
25 at the time of discharge, in that Defendant has not paid for, *inter alia*, all owed minimum and
26 overtime wages. These violations subject Defendant to civil penalties under the Labor Code,
27 including without limitation Labor Code sections 203, 256 and 2699. Each violation results in a
28 separate civil penalty, for each Aggrieved Employee for each pay period during which the statutory

1 provisions were violated.

2 34. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
3 and payable and/or denial of the validity of any claim to wages due. Defendant violated/violates
4 this section by failing to pay Plaintiffs and the other Aggrieved Employees for all hours worked at
5 the proper wage rate and by failing to pay Plaintiffs and the other Aggrieved Employees an
6 additional hour of pay for each meal/rest period not provided/that was invalid. These violations
7 subject Defendant to civil penalties under Labor Code section 225.5. Each violation results in a
8 separate civil penalty, for each aggrieved employee, for each pay period during which the statute
9 provisions were violated.

10 35. California Labor Code section 223 makes it unlawful for an employer to secretly
11 pay wages lower than required by statute while purporting to pay legal wages. As described above,
12 Defendant willfully and systematically denied Plaintiffs and the other Aggrieved Employees
13 minimum and overtime wage compensation for all hours worked which resulted in the payment of
14 less than statutorily required wages to them. Defendant acted with the intent to deprive them of
15 statutory wages, including, but not limited to, overtime wages and minimum wages, to which they
16 were entitled to under California law.

17 36. Defendant failed to provide Plaintiffs and the other Aggrieved Employees paid sick
18 days in accordance with Labor Code sections 245 through 248.5, further failing to put them on
19 notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor
20 Code section 2810.5 notice. Defendant failed to maintain accurate records documenting the hours
21 worked and paid sick days accrued and used by employees in violation of Labor Code section
22 247.5, permitting the presumption that Plaintiffs and the other Aggrieved Employees were entitled
23 to the maximum number of hours accruable under this article at the time of their respective
24 separations of employment. By failing to correctly account for the true hours Plaintiffs and the other
25 Aggrieved Employees worked by virtue of Defendant's meal period auto-deduction and
26 rounding/time-shaving practices described herein, Defendant unlawfully retained and continue to
27 retain paid sick leave that should have been paid and was not. Accordingly, Defendant have violated
28 Labor Code sections 233 and 234 as to Plaintiffs and the other Aggrieved Employees. These

1 violations subject Defendant to civil penalties under the Labor Code, including without limitation
2 Labor Code sections 233 and 234 and 2699. Each violation of each Labor Code section and Wage
3 Order provision, for each aggrieved employee, results in a separate civil penalty.

4 37. The Labor Code places certain procedural and substantive limits on employers'
5 ability to conduct employee background checks and on how employers can use the information
6 they obtain through those background checks. Labor Code Section 1024.5 states that employers,
7 except for financial institutions, may order a credit check only if the individual works (or is applying
8 to work) in certain positions, and Labor Code Section 432.7 prohibits an employer from asking
9 applicants about past arrest(s) unless they resulted in conviction(s) and even then certain limitations
10 apply. Additionally, the ICRAA and the FCRA mandate several requirements prior to and
11 following an employee background check, including but not limited to, identifying an appropriate
12 reason for the background check, a separate consent form with required disclosures and certain
13 formatting requirements, additional forms such as a summary of rights, as well as proper notice of
14 adverse actions taken, among other statutory requirements.

15 38. Based on information and belief, Defendant required Plaintiffs and other Aggrieved
16 Employees to submit to an unlawful criminal and/or financial background check as a condition of
17 obtaining and/or holding employment in violation of Labor Code sections 1024.5 and/or 432.7.
18 Defendant also required Plaintiffs and the other Aggrieved Employees to agree in writing to
19 unlawful background checks not in conformance with the requirements ICRAA and/or FCRA.
20 Based on information and belief, Defendant also asked about arrests not resulting in convictions on
21 its employment application. These violations subject Defendant to civil penalties under the Labor
22 Code, including without limitation Labor Code sections 432.5, 432.7 and 2699. Each violation of
23 each Labor Code section and Wage Order provision, for each aggrieved employee, results in a
24 separate civil penalty.

25 39. Under the provisions of PAGA and Labor Code sections 201-202, 204, 216, 221-
26 223, 226, 226.7, 245-248.5, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199,
27 2810.5 and all relevant sections of the applicable Wage Orders, as well as all interpretations of
28 these laws by California Courts and administrative bodies, as well as any other law that is

1 enforceable through PAGA, Defendant are liable for all statutorily-specified penalties recoverable
2 under PAGA as enumerated in the relevant California Labor Code provisions listed herein, or for
3 default PAGA penalties under Labor Code Section 2699(f) for any violation of a Labor Code
4 section without a specified civil penalty.

5 40. Plaintiffs complied with the procedures for bringing suit specified in Labor Code
6 sections 2699.3 and 2699.5. Plaintiffs each gave written notice to the California Labor and
7 Workforce Development Agency (“LWDA”) via electronic mail at PAGAfilings@dir.ca.gov and
8 to Defendant via certified mail 65 days prior to this Complaint of the specific provisions of the
9 Labor Code and Wage Orders allegedly violated, including the facts and theories to support the
10 alleged violations.

11 41. Under Labor Code section 2699.3, the LWDA must give written notice by certified
12 mail to the parties it intends to investigate the alleged violations within 65 days of the date of
13 Plaintiffs’ written notices. As of the expiration of the statutory exhaustion period, the LWDA has
14 not provided the parties any notice of its intention to investigate Plaintiffs’ claims on behalf of the
15 State of California and the other Aggrieved Employees. Accordingly, Plaintiffs have exhausted all
16 administrative remedies required by law.

17 42. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
18 Plaintiffs are entitled to recover civil penalties, costs, plus reasonable attorney’s fees and costs, all
19 in an amount to be proved.

20 **PRAYER**

21 WHEREFORE, Plaintiffs, pray for judgment against each Defendant, jointly and severally,
22 as follows:

- 23 1. For civil penalties according to proof;
 - 24 2. For reasonable attorney’s fees and costs of suit; and
 - 25 3. For such other and further relief as the Court deems just and proper.
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1 Dated: September 19, 2023

CROSNER LEGAL, P.C.

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3 By:


Chad Saunders

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5 *Attorneys for Plaintiffs*
6 *Senecca Vaughn and Rickey Vedilago*
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1 PROOF OF SERVICE
2 Senecca Vaughn Vs Public Health Foundation Enterprises, Inc.
3 *Los Angeles Superior Court Case No. 21STCV18512*

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 9440 Santa
6 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

7 On September 19, 2023, I served true copies of the following document(s) described as

8 **SECOND AMENDED PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

9 **REPRESENTATIVE COMPLAINT**

10 on the interested parties in this action as follows:

11 SEE ATTACHED SERVICE LIST

12 ☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced
13 document(s) from the email address jessica@crosnerlegal.com to the interested parties in this
14 action by electronic transmission. Said electronic transmission was reported as complete and
15 without error. I declare under penalty of perjury under the laws of the United States of America
16 that the foregoing is true and correct and that I am employed in the office of a member of the bar
17 of this Court at whose direction the service was made.

18 Executed on September 19, 2023, at Los Angeles, California.

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Jessica Ball

PROOF OF SERVICE

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PROOF OF SERVICE
Senecca Vaughn Vs Public Health Foundation Enterprises, Inc.
Los Angeles Superior Court Case No. 21STCV18512

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