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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF RIVERSIDE**

CAMILLE ALMADA, an individual, on  
behalf of herself and others similarly situated

PLAINTIFF,

v.

HHCARE LLC; HEAVEN HEIGHTS  
SENIOR CARE; and DOES 1 thru 50,  
inclusive,

DEFENDANTS.

CASE NO. CVRI2101516

**SECOND AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
5. Violation of Labor Code § 226(a)
6. Penalties Pursuant to Labor Code § 203
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff CAMI ALMADA, an individual, on behalf of herself, all others similarly situated,  
2 and on behalf of the people of the State of California and as an “aggrieved employee” under Labor  
3 Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”), complains of  
4 Defendants HHCARE LLC; HEAVEN HEIGHTS SENIOR CARE (“Defendants”) and each of  
5 them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §  
9 382, and Labor Code §2699, et seq., on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been employed as a caregiver  
11 or similar such title paid on a 1099 basis by HHCARE LLC;  
12 HEAVEN HEIGHTS SENIOR CARE, in the State of California  
since four (4) years prior to the filing of this action to the present.  
13 (“Proposed Class”)

14 2. From at least four (4) years prior to the filing of this action continuing to the present,  
15 Defendants have misclassified Plaintiff and the Proposed Class as independent contractors,  
16 depriving them of wages, including minimum wages, and other benefits owed to them. Defendants  
17 have had a consistent policy of failing to pay wages and/or overtime at the appropriate rate to all  
18 Proposed Class Members when they work more than eight (8) hours in a day or forty (40) hours  
19 in a week. Plaintiff and other Proposed Class Members were misclassified as independent  
20 contractors and Defendants have failed to pay all wages at the appropriate hourly rate.

21 3. From at least four (4) years prior to the filing of this action and continuing to the  
22 present, Defendants have had a consistent policy of failing to inform Proposed Class Members of  
23 their right to take meal periods by way of a lawful policy and requiring Proposed Class Members  
24 within the State of California, including Plaintiff, to work at least five (5) hours without a meal  
25 period and failing to pay such employees one (1) hour of pay at the employees’ regular rate of  
26 compensation for each workday that the meal period is not provided or provided after five (5)  
hours, as required by California state wage and hour laws.

27 4. For at least four (4) years prior to the filing of this action continuing to the present,  
28 Defendants have had a consistent policy of failing to inform Proposed Class Members of their right

1 to take second meal periods by way of a lawful policy and of requiring all Proposed Class Members  
2 to work at least ten (10) hours without a second meal period. Additionally, Defendants have failed  
3 to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each  
4 workday that the second meal period is not provided or provided after ten (10) hours, as required  
5 by California state wage and hour laws.

6 5. For at least four (4) years prior to the filing of this action and continuing to the  
7 present, Defendants have had a consistent policy of failing to inform Proposed Class Members of  
8 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class  
9 Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes  
10 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour  
11 of pay at the employee's regular rate of compensation for each workday that the rest period was  
12 not provided, as required by California state wage and hour laws.

13 6. For at least four (4) years prior to the filing of this action and continuing to the  
14 present, Defendants have failed to reimburse Plaintiff and the Proposed Class for business-related  
15 expenses. Defendants have failed to reimburse Plaintiff and the Proposed Class for their mileage.  
16 Defendants have also failed to reimburse Plaintiff and the Proposed Class the cost of using their  
17 personal cell phones. The work performed by Plaintiff and the Proposed Class necessitated the  
18 use of COVID-19 supplies necessary to perform their job duties. These are all necessary business  
19 expenditures under California law and Defendants failed to reimburse the Proposed Class.

20 7. For at least one (1) year prior to the filing of this action continuing to the present,  
21 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 4-  
22 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements that reflect  
23 total hours worked by the employee, all applicable deductions, the start and end date for each pay  
24 period, the last four digits of the employees' social security number or the employees'  
25 identification number other than a social security number, the name and address of the legal entity  
26 that is the employer, and all applicable hourly rates in effect during the pay period and the  
27 corresponding number of hours worked at each hourly rate by the employee

28 8. For at least three (3) years prior to the filing of this action and continuing to the

1 present, Defendants have failed to pay all wages due at the time of termination or resignation to  
2 Plaintiff and the Proposed Class.

3 9. Plaintiff, on behalf of herself and all Proposed Class Members brings this action  
4 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802;  
5 Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking unpaid  
6 wages/overtime, meal and rest period penalties, unreimbursed expenses, other penalties, injunctive  
7 and other equitable relief, and reasonable attorneys' fees and costs.

8 10. Plaintiff, on behalf of herself and all Proposed Class Members, pursuant to Business  
9 & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of  
10 all benefits Defendants enjoyed from its unlawful conduct as described herein.

11 11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce  
12 and Development Agency ("LWDA") and Defendant HHCARE LLC giving notice of the claims  
13 pursuant to PAGA and continuing to the present, Defendant HHCARE LLC has violated Labor  
14 Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf  
15 of herself and all aggrieved employees presently or formerly employed by Defendant HHCARE  
16 LLC during the liability period as defined in her PAGA notice letter (*see* Exhibit "1"), brings this  
17 representative action pursuant to Labor Code §2699, et seq. seeking penalties for Defendant  
18 HHCARE LLC's failure to provide all wages and/or overtime, failure to provide lawful meal and  
19 rest breaks, failure to reimburse all business-related expenses, failure to provide accurate itemized  
20 wage statements, and failure to provide all wages due at the time of termination.

## 21 **II.**

### 22 **JURISDICTION AND VENUE**

23 12. This Court has subject matter jurisdiction over all causes of action asserted herein  
24 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure  
25 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive  
26 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the  
27 State of California or is subject to adjudication in the courts of the State of California.

28 13. This Court has personal jurisdiction over Defendants because Defendants have

caused injuries in the County of Riverside and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq.*

14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendants operate within California and does business within Riverside County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of Riverside.

15. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

### **III.**

### **PARTIES**

#### **A. PLAINTIFF**

16. Plaintiff CAMILLE ALMADA is a resident of California.

17. Plaintiff and all Proposed Class Members, were regularly required to:

a. Work as independent contractors though Defendants willfully misclassified them and they were actually employees of Defendants;

b. Work without being compensated at the minimum wage rate;

c. Work without being compensated for all hours worked at the proper overtime rate for all overtime hours worked;

d. Work without being provided first and second meal periods;

e. Work without being provided rest periods;

f. Work without being reimbursed for their necessary business expenses; and

g. Work without being provided accurate itemized wage statements that reflect total hours worked by the employee, all applicable deductions, inclusive dates for each pay period, the last four digits of the employees' social security number or the employees' identification

number other than a social security number, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee

18. Defendants willfully failed to compensate Plaintiff and all Proposed Class Members for wages at the termination of their employment with Defendants.

19. Plaintiff and all aggrieved employees as defined in her notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code §2699(c).)

**B. DEFENDANTS**

20. Defendants HHCARE LLC and HEAVEN HEIGHTS SENIOR CARE are believed to be California corporations operating within the State of California. Defendants’ corporate address is believed to be 77530 Enfield Ln I-202, Palm Desert, CA 92211. Upon information and belief, Defendants employed Plaintiff and similarly situated persons as hourly employees within California. Defendants have done and does business throughout the State of California.

21. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

23. Furthermore, Defendants acted in all respects as the employers or joint employers of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or

1 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or  
2 engaged, thereby creating a common law employment relationship, with the Proposed Class.  
3 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

#### 4 **IV.**

#### 5 **FACTUAL BACKGROUND**

6 24. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been  
7 classified as independent contractors by Defendants. Defendants hire caregivers (or similar such  
8 title) and pays them on a 1099 basis.

9 25. Labor Code §226.8 makes it unlawful for any person or employer to willfully  
10 misclassify an individual as an independent contractor. Defendants willfully misclassified  
11 Plaintiff and the Proposed Class as independent contractors when they are actually employees.

12 26. Upon information and belief, Plaintiff and the Proposed Class are covered by  
13 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.  
14 Code of Regs. § 11040).

15 27. Plaintiff and all Proposed Class members have been required to work as  
16 independent contractors though they are actually employees of Defendants.

17 28. On a regular and consistent basis, Plaintiff and the Proposed Class Members were  
18 not paid at the minimum wage rate. On a regular and consistent basis, Plaintiff and the Proposed  
19 Class Members were not properly compensated for overtime at the appropriate rate of pay because  
20 Defendants failed to compensate them at the appropriate overtime rate when they worked over  
21 eight hours in one day or forty hours in one week.

22 29. Defendants failed to inform Plaintiff and the members of the Proposed Class of  
23 their right to take compliant first and second meal periods by way of a lawful policy.

24 30. Plaintiff and all Proposed Class Members have been forced by Defendants to work  
25 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break  
26 and not being compensated one (1) hour of pay at the regular rate of compensation for each  
27 workday that a meal period was not provided or provided after five (5) hours, all in violation of  
28 California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

1 Additionally, Defendants failed to inform Plaintiff and the Proposed Class of their right to take  
2 meal periods by way of a lawful policy.

3 31. Plaintiff and all Proposed Class Members have been forced by Defendants to work  
4 over ten (10) hours in one day without being provided a second thirty (30) minute uninterrupted  
5 meal break period(s) and not being compensated one (1) hour of pay at the regular rate of  
6 compensation for each workday that a second meal period was not provided, all in violation of  
7 California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Additionally,  
8 Defendants failed to inform Plaintiff and the Proposed Class of their right to take second meal  
9 periods by way of a lawful policy.

10 32. Plaintiff and the Proposed Class have been required to work four-hour increments  
11 (or major fractions thereof) without being provided with a ten (10) minute rest period.  
12 Additionally, Defendants failed to inform Plaintiff and the Proposed Class of their right to take  
13 rest periods by way of a lawful policy.

14 33. On a regular and consistent basis, Plaintiff and the Proposed Class have not been  
15 properly reimbursed for business expenses and supplies necessary for the completion of their job  
16 duties. Plaintiff and the Proposed Class have not been compensated for the mileage on their  
17 personal vehicles that was incurred as a necessary part of the performance of their job duties, the  
18 use of their personal cellphones necessary to complete their jobs, and the purchase of COVID-19  
19 safety supplies necessary to complete their jobs.

20 34. Defendants have failed to comply with Industrial Welfare Commission ("IWC")  
21 Wage Order 4-2001(7) and Labor Code § 226(a) by failing to maintain accurate itemized wage  
22 statements that reflects total hours worked by the employee, all applicable deductions, the start  
23 and end date for each work period, the last four digits of the employees' social security number or  
24 the employees' identification number other than a social security number, the name and address  
25 of the legal entity that is the employer, and all applicable hourly rates in effect during the pay  
26 period and the corresponding number of hours worked at each hourly rate by the employee.

27 35. Defendants willfully failed to pay wages and compensation, when Plaintiff and all  
28 Proposed Class Members quit or were discharged. This failure was willful, without legal

1 justification, and interfered with Plaintiff's and Class Members' rights.

2 36. As a result of the acts alleged herein, Defendant HHCARE LLC violated Labor  
3 Code §2699, *et seq.*

4 **V.**

5 **CLASS ACTION ALLEGATIONS**

6 37. Plaintiff brings this action on behalf of herself and all others similarly situated as a  
7 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a  
8 proposed class composed of and defined as follows:

9 All persons who are employed or have been employed as a caregiver  
10 or similar such title paid on a 1099 basis by HHCARE LLC;  
11 HEAVEN HEIGHTS SENIOR CARE, in the State of California  
12 since four (4) years prior to the filing of this action to the present.  
13 ("Proposed Class")

14 38. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to  
15 amend or modify the class description with greater specificity, by division into subclasses, or by  
16 limitation to particular issues.

17 39. This action has been brought and may properly be maintained as a class action  
18 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined  
19 community of interest in the litigation and the Proposed Classes are easily ascertainable.

20 **A. NUMEROSITY**

21 40. The potential members of the Proposed Class as defined are so numerous that  
22 joinder of all the members of the Proposed Class is impracticable. While the precise number of  
23 proposed Class Members has not been determined at this time, Plaintiff is informed and believes  
24 that Defendants currently employs, and during the relevant time periods employed over 50  
25 members of the Proposed Class.

26 41. Plaintiff alleges that Defendants' employment records would provide information  
27 as to the number and location of all Proposed Class Members. Joinder of all members of the  
28 Proposed Class is not practicable.

**B. COMMONALITY**

1           42.     There are questions of law and fact common to the Proposed Class that predominate  
2 over any questions affecting only individual Proposed Class Members. These common questions  
3 of law and fact include, without limitation:

4           a.     Whether Defendants misclassified Plaintiff and the Proposed Class  
5 Members as independent contractors;

6           b.     Whether Defendants failed to pay wages and/or overtime compensation as  
7 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2, and 1199;

8           c.     Whether Defendants violated Labor Code § 226.7 and IWC Wage Order 4-  
9 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class  
10 of their right to take first and second meal periods and by failing to provide required meal periods  
11 throughout the term of employment and failing to compensate said employees one (1) hours wages  
12 in lieu of rest periods;

13           d.     Whether Defendants violated Labor Code § 226.7 and IWC Wage Order 4  
14 -2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class  
15 of their right to take rest periods and failing to provide required rest periods throughout the term  
16 of employment and failing to compensate said employees one (1) hours wages in lieu of rest  
17 periods;

18           e.     Whether Defendants violated Labor Code § 2802 and/or Wage Order 4-  
19 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the  
20 cost of using their personal cell phones, COVID-19 supplies, and mileage;

21           f.     Whether Defendants violated Labor Code § 226(a) and Wage Order 4-2001  
22 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to  
23 maintain an accurate itemized wage statement that reflect total hours worked by the employee, all  
24 applicable deductions, the start and end date for each pay period, the last four digits of the  
25 employees' social security number or the employees' identification number other than a social  
26 security number, the name and address of the legal entity that is the employer, and all applicable  
27 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
28 hourly rate by the employee;

g. Whether Defendants violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class Member's employment with Defendants terminated;

h. Whether Defendants violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; and

i. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

j. Whether Defendants violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

**C. TYPICALITY**

43. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

**D. ADEQUACY OF REPRESENTATION**

44. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class.

45. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

**E. SUPERIORITY OF CLASS ACTION**

46. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to pay all wages due, failing to provide meal and rest periods, and failing to reimburse expenses.

47. Class action treatment will allow those similarly situated persons to litigate their

1 claims in the manner that is most efficient and economical for the parties and the judicial system.  
2 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this  
3 action that would preclude its maintenance as a class action.

4 **VI.**

5 **FIRST CAUSE OF ACTION**

6 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

7 **AGAINST ALL DEFENDANTS FOR FAILURE TO PAY WAGES AND/OR OVERTIME**

8 **UNDER LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

9 48. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by  
10 reference all previous paragraphs.

11 49. Labor Code §§ 510, 1194, 1194.2, and 1199 require an employer to compensate its  
12 employees at the minimum wage rate for all hours worked and at a rate of no less than one and  
13 one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and  
14 any work in excess of forty (40) hours in any one workweek. Labor Code § 1194 and 1194.2 and  
15 Code of Regulations, title 8, section 11040 also requires that every employer pay each employee  
16 not less than the applicable minimum wage for all hours worked.

17 50. Defendants willfully misclassified Plaintiff and members of the Proposed Class as  
18 independent contractors though they were, in fact, employees.

19 51. Defendants failed to properly compensate Plaintiff and members of the Proposed  
20 Class. Defendants did not pay Plaintiff and members of the Proposed Class the legal minimum  
21 wage applicable for all hours worked, as mandated by the State of California. In addition, Plaintiff  
22 and the Proposed Class were not paid at the proper overtime rate when they were working more  
23 than eight (8) hours in one day or forty (40) hours in one week.

24 52. Defendants have also had a consistent policy of paying Plaintiff and the Proposed  
25 Class subminimum wage plus liquidated damages on regular and consistent basis.

26 53. By their policy of requiring Plaintiff and members of the Proposed Class to work  
27 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without  
28 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendants willfully

1 violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

2 54. Additionally, by their policy of paying Plaintiff and the Proposed Class  
3 subminimum wage plus liquidated damages on regular and consistent basis, Defendants willfully  
4 violated the provisions of Labor Code § 1194.2.

5 55. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class  
6 Members have been damaged in an amount subject to proof at time of trial.

7 56. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class  
8 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and  
9 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and  
10 costs.

11 **VII.**

12 **SECOND CAUSE OF ACTION**

13 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

14 **AGAINST ALL DEFENDANTS FOR FAILURE TO PROVIDE MEAL PERIODS**

15 **PURSUANT TO LABOR CODE § 226.7 AND LABOR CODE § 512**

16 57. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by  
17 reference all previous paragraphs.

18 58. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of  
19 compensation for each meal period the employer fails to provide. Employees are entitled to a first  
20 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the  
21 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts  
22 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after  
23 no more than ten (10) hours of work.

24 59. Defendants failed to maintain a policy informing Plaintiff and the Proposed Class  
25 of these rights.

26 60. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.  
27 Defendants failed to provide Plaintiff and the Proposed Class with proper meal periods of not less  
28 than thirty (30) minutes as required by the Labor Code during the relevant time period.

61. Plaintiff and the Proposed Meal Break Class consistently worked shifts over ten (10) hours. Defendants failed to provide Plaintiff and the Proposed Meal Break Class with timely meal periods of not less than thirty (30) minutes within the first ten (10) hours for shifts over ten (10) hours work as required by the Labor Code during the relevant time period.

62. Plaintiff and the Proposed Class were required to provide constant care and supervision to clients and therefore were unable to take lawful meal periods.

63. Pursuant to Labor Code § 226.7, Plaintiff and the Class are entitled to damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at trial.

VIII.

### THIRD CAUSE OF ACTION

**PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

**AGAINST ALL DEFENDANTS FOR FAILURE TO ALLOW REST PERIODS**

**PURSUANT TO LABOR CODE § 226.7**

64. Plaintiff, on behalf of herself and the proposed Class, realleges and incorporates by reference all previous paragraphs.

65. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendants failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

66. Plaintiff and the Class consistently worked shifts with no rest breaks, and Defendants failed to maintain an accurate policy advising Plaintiff and the Class of these rest breaks and failed to provide Plaintiff and the Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

67. Plaintiff and the Proposed Class were required to provide constant care and supervision to clients and therefore were unable to take lawful rest periods.

68. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven

1 at trial.

2 **IX.**

3 **FOURTH CAUSE OF ACTION**

4 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**  
5 **AGAINST ALL DEFENDANTS FOR FAILURE TO REIMBURSE EXPENSES**

6 **PURSUANT TO LABOR CODE § 2802**

7 69. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by  
8 reference all previous paragraphs.

9 70. Labor Code § 2802 requires employers to indemnify employees for all necessary  
10 expenditures incurred by employees in the discharge of their duties.

11 71. Plaintiff and the Proposed Class used their own vehicles to travel from job site to  
12 job site. Defendants have failed to reimburse Plaintiff and the Proposed Class for the cost of  
13 mileage necessary for the performance of Plaintiff and the Proposed Class's job duties.

14 72. Plaintiff and the Proposed Class used their person cell phones as a necessary part  
15 of their jobs. Defendants have failed to reimburse Plaintiff and the Proposed Class for the cost of  
16 using their personal cell phones necessary for the performance of Plaintiff and the Proposed  
17 Class's job duties.

18 73. Plaintiff and the Proposed Class used purchased COVID-19 safety supplies that  
19 were not provided by Defendants but were necessary for the performance of Plaintiff and the  
20 Proposed Class's job duties. Defendants have failed to reimburse Plaintiff and the Proposed Class  
21 for the cost of necessary safety equipment for the performance of Plaintiff and the Proposed Class's  
22 job duties.

23 74. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class  
24 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to  
25 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

26 ///

**X.**

**FIFTH CAUSE OF ACTION**

**PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

**AGAINST ALL DEFENDANTS FOR WAITING TIME PENALTIES**

**UNDER LABOR CODE § 226(A)**

75. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

76. California Labor Code § 226(a) requires employers to issue wage statements that accurately report total hours worked by the employee, all applicable deductions, inclusive dates for each pay period, 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, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Labor Code §§ 226(a)(2), (4), (6), (7), (8), and (9).)

77. Defendants have failed to maintain accurate itemized wage statements that properly reflect Plaintiff's and the aggrieved employees' total hours worked, all deductions from the employees' wages, the start and end date for each pay period, the last four digits of the employees' social security number or the employees' identification number other than a social security, the name and address of the legal entity that is the employer, and the corresponding rate of pay for all hours worked.

78. Defendants' failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

79. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on each and every wage statement that were or should have been provided to Plaintiff and the Proposed Class.

80. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred

1 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an  
2 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and  
3 reasonable attorneys' fees.

4 **XI.**

5 **SIXTH CAUSE OF ACTION**

6 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

7 **AGAINST ALL DEFENDANTS FOR WAITING TIME PENALTIES**

8 **UNDER LABOR CODE § 203**

9 81. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by  
10 reference all previous paragraphs.

11 82. Numerous members of the Proposed Class including the Plaintiff are no longer  
12 employed by Defendants. They were either fired or quit Defendants' employ.

13 83. Defendants' failure to pay wages, as alleged above was willful in that Defendants  
14 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to  
15 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a  
16 penalty until paid for a period of up to thirty (30) days from the time they were due.

17 84. Defendants have failed to pay Plaintiff and others a sum certain at the time of  
18 termination or within seventy-two (72) hours of their resignation, and have failed to pay those  
19 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and  
20 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class  
21 Members' daily wage multiplied by thirty (30) days.

22 **XII.**

23 **SEVENTH CAUSE OF ACTION**

24 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

25 **AGAINST ALL DEFENDANTS FOR UNFAIR COMPETITION**

26 **PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

27 85. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by  
28 reference all previous paragraphs.

1           86.     This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself,  
2 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to  
3 Business & Professions Code § 17200, *et seq.* The conduct of Defendants as alleged in this  
4 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general  
5 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public  
6 interest within the meaning of Code of Civil Procedure § 1021.5.

7           87.     Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,  
8 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other  
9 appropriate equitable relief.

10          88.     Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business  
11 practices.

12          89.     California’s wage and hour laws express fundamental public policies. Providing  
13 employees with proper wages and compensation are fundamental public policies of this State and  
14 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce  
15 vigorously minimum labor standards, to ensure that employees are not required or permitted to  
16 work under substandard and unlawful conditions, and to protect law-abiding employers and their  
17 employees from competitors who lower their costs by failing to comply with minimum labor  
18 standards.

19          90.     Defendants have violated statutes and public policies as alleged herein. Through  
20 the conduct alleged in this Complaint, Defendants have acted contrary to these public policies,  
21 have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair  
22 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,  
23 and all persons similarly situated, and all interested persons of rights, benefits, and privileges  
24 guaranteed to all employees under law.

25          91.     Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in  
26 violation of § 17200, *et seq.* of the Business & Professions Code.

27          92.     Defendants, by engaging in the conduct herein alleged, either knew or in the  
28 exercise of reasonable care, should have known that the conduct was unlawful. As such it is a

violation of § 17200, *et seq.* of the Business & Professions Code.

93. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

94. Unless restrained, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendants, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the proposed Class the money Defendants have unlawfully failed to pay.

### **XIII.**

#### **EIGHTH CAUSE OF ACTION**

#### **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

#### **AGAINST HHCARE LLC FOR PENALTIES PURSUANT TO LABOR CODE**

#### **§2699, ET SEQ.**

95. Plaintiff, on behalf of herself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

96. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code §2699, *et seq* for Defendant HHCARE LLC' violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, which call for civil penalties.

97. For each such penalty, Plaintiff and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

a. \$100 for the initial violation per employee per pay period.

b. \$200 for each subsequent violation per employee per pay period.

98. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

99. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the

1 LWDA<sup>1</sup> and mailed a letter by certified mail to Defendant HHCARE LLC's entity address,  
2 which is 77530 Enfield Ln I-202 Palm Desert, CA 92211, as proscribed by the Code on March 22,  
3 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7,  
4 510, 512, 1194, 1194.2, 1199, and 2802. (see Exhibit "1.") Plaintiff also obtained an e-filing  
5 confirmation from the LWDA confirming receipt of the notice (see Exhibit "2").

6 100. As no letter evidencing the LWDA's intention to investigate was received by  
7 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil  
8 action as though the LWDA had not chosen to investigate pursuant to Labor Code  
9 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the Second  
10 Amended class and Representative Action Complaint immediately.

11 **RELIEF REQUESTED**

12 **WHEREFORE**, Plaintiff prays for the following relief:

13 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid  
14 to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this  
15 action to the present as may be proven;

16 2. For compensatory damages in the amount of Plaintiff's and each Proposed Class  
17 Members' hourly wage for each rest period and/or meal period missed, not provided in full, or  
18 taken late from at least four (4) years prior to the filing of this action to the present as may be  
19 proven;

20 3. For compensatory damages in the amount of Plaintiff's and each Proposed Class  
21 Members' unreimbursed out of pocket expenses as a requirement of employment;

22 4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)  
23 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one  
24 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding  
25 an aggregate penalty of four thousand dollars (\$4,000);

26 5. For penalties pursuant to Labor Code § 203 for all employees who were terminated

27 <sup>1</sup> Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California  
28 Labor and Workforce Development Agency / Department of Industrial Relations website  
(<https://dir.tfaforms.net/308>).

1 or resigned equal to their daily wage times thirty (30) days;

2 6. An award of prejudgment and post judgment interest;

3 7. An order enjoining Defendants and its agents, servants, and employees, and all  
4 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or  
5 overtime, meal periods, rest periods, and unreimbursed expenses pursuant to Labor Code §§ 201,  
6 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 4-2001;

7 8. For penalties under Labor Code §2699, *et seq.* for Defendant HHCARE LLC's  
8 violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802;  
9 Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040.

10 9. An award providing for payment of costs of suit;

11 10. An award of attorneys' fees; and

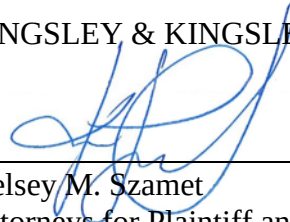
12 11. Such other and further relief as this Court may deem proper and just.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

15  
16 DATED: November 15, 2022

KINGSLEY & KINGSLEY, APC

17  
18 By: 

Kelsey M. Szamet

Attorneys for Plaintiff and the Proposed Class

EXHIBIT "1"

# KINGSLEY & KINGSLEY

| L A W Y E R S |

March 22, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

HHCARE LLC  
77530 Enfield Ln I-202  
Palm Desert, CA 92211

Re: CAMI ALMADA v. HHCCARE LLC  
*California Labor Code § 2699 Penalties*

Gentlepersons:

This office represents CAMILLE ALMADA (“Plaintiff”) and a proposed group of current and former employees working for HHCCARE LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a caregiver or similar such title and paid on a 1099 basis by HHCCARE LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Labor Code § 226.8 makes it unlawful for any person or employer to willfully misclassify an individual as an independent contractor. (See also *Dynamex Operations West, Inc. v. Superior Court*, (2018) 4 Cal.5th 903, 951.) Defendant willfully misclassified Plaintiff and other aggrieved employees as independent contractors though they were, in fact, employees. Defendant’s willful failure to properly classify as employees Plaintiff and all aggrieved employees was done on a regular and consistent basis. If the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, or agencies, or a court finds that person has engaged in any of the enumerated violations of this section and there is evidence that the person has engaged in or is engaging in a pattern or practice of these behaviors, a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) shall be assessed against the person for each violation, in addition to any other penalties or fines permitted by law.

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

March 22, 2021

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rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Also, Plaintiff and other aggrieved employees were not properly compensated for all hours worked in excess of twelve (12) hours in one day.

Defendant has also had a consistent policy of paying Plaintiff and the Proposed Class subminimum wage plus liquidated damages on regular and consistent basis. By their policy of paying Plaintiff and the Proposed Class subminimum wage plus liquidated damages on regular and consistent basis, Defendant willfully violated the provisions of Labor Code § 1194.2.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of these rights. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner. Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Plaintiff and the aggrieved employees were required to provide constant care and supervision to clients and therefore were unable to take lawful meal periods.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with a second rest period despite regularly requiring Plaintiff and the aggrieved employees to work over six (6) hours. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with all compliant rest periods. Plaintiff and the aggrieved employees were required to provide constant care and supervision to clients and therefore were unable to take lawful rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

Labor Code § 2802 provides that 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

## LABOR & WORKFORCE DEVELOPMENT AGENCY

### *California Labor Code §2699 Penalties*

March 22, 2021

Page 3 of 4

her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones and COVID-19 supplies for business related purposes. Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones while working and purchase COVID-19 supplies such as gloves, masks, sanitizer wipes, among other items, and this was necessary to perform their job duties. These cell phones and COVID-19 supplies were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones and COVID-19 supplies. Defendant also required Plaintiff and all aggrieved employees to travel between job sites to perform work tasks. Because Defendant did not provide buses or other transportation to workers so that they could travel from job sites to job sites in the middle of their shifts, Plaintiff and the aggrieved employees used their own vehicles to travel from job site to job site. Defendant did not fully cover the costs for mileage in violation of California law.

Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked by the employee, all deductions, inclusive dates for each pay period, 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, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Defendant has failed to maintain accurate itemized wage statements that properly reflect Plaintiff's and the aggrieved employees' total hours worked under Labor Code § 226(a)(2), all deductions from the employees' wages under Labor Code § 226(a)(4), the start and end date for each pay period under Labor Code § 226(a)(6), the last four digits of the employees' social security number or the employees' identification number other than a social security number under Labor Code § 226(a)(7), the name and address of the legal entity that is the employer under Labor Code § 226(a)(8), and the corresponding rate of pay for all hours worked under Labor Code § 226(a)(9), and failed to issue lawful wage statements containing this required information.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

March 22, 2021

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We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226.7, 226.8, 510, 512, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By:   
Kelsey M. Szamet

KMS/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
  2. HHCARE LLC via USPS Certified Mail # 7015 0640 0003 6595 5888

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

## New PAGA Claim Notice

## Your Information (Person Who is Filing)

Your First Name \*

Kelsey

Your Last Name \*

Szamet

Firm Name (if any) \*

Kingsley &amp; Kingsley

(Enter "in pro per" if you are representing yourself)

Your Email Address \*

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt \*

16133 Ventura Boulevard

Your Mobile Phone Number

8189908300

Your City \*

Encino

Your Work Phone Number

Your State \*

California ▼

Your Zip/Postal Code \*

91436

## Plaintiff Information

Plaintiff/Aggrieved Employee Name \*

Camille Almada

Plaintiff/Aggrieved Employee Occupation \*

Caregiver

[Add Additional Plaintiffs](#)

## Employer Information

Employer Entity Type

Other/Don't Know ▼

Employer Name \*

HHCARE LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

77530 Enfield Ln I-202

Employer City

Palm Desert

Employer State

California



Employer Zip/Postal Code

92211

Employer Industry \*

Other



Employer Industry for "Other" \*

Health Care

**Add additional defendants**

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

**Notice General Information**

Estimated Number of Employees Impacted by Violations \*

50

## Notice Violations – Check All that Apply \*

## Child Labor – Specify Ages

- ☐ Child Labor
- ☒ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

## PAGA Claim Type – Check All that Apply \*

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

## Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

## IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

## Billing information

Billing First Name \*

Eric

Billing Last Name \*

Kingsley

Billing Email \*

service@kingsleykingsley.

Billing Phone

Billing Street Name, Number and Suite/Apt \*

16133 Ventura Boulevard Suite 1200

Billing City \*

Encino

Billing State \*

California

Billing Zip/Postal Code \*

91436

Credit Card Type \*

Visa

Credit Card Number \*

CVV Number \*

Credit Card Expiration Month \*

mm

Credit Card Expiration Year \*

yyyy

## Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) \*

Choose File

PAGA Letter- ...CARE LLC.pdf

Other Attachment - (if any) (must be a .pdf)

Choose File

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY:** All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

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**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY  
<lwdadonotreply@dir.ca.gov>  
**Sent:** Monday, March 22, 2021 11:56 AM  
**To:** Service Email  
**Subject:** Thank you for submission of your PAGA Case.

3/22/2021

LWDA Case No. LWDA-CM-826642-21  
Law Firm : Kingsley & Kingsley  
Plaintiff Name : Camille Almada  
Employer: HHCARE LLC  
Filing Fee : \$75.00  
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

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**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY  
<lwdadonotreply@dir.ca.gov>  
**Sent:** Monday, March 22, 2021 11:57 AM  
**To:** Service Email  
**Subject:** State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information  
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-826642-21  
Order Number: ORD-000100156  
Total:\$75.00  
Card Type: Visa  
Date: 3/22/2021

---

Billing Information  
Name: Eric Kingsley  
Email: service@kingsleykingsley.com  
Billing Address:  
16133 Ventura Boulevard Suite 1200  
Encino, California  
91436