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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 28 2021

BY *Justin Manassee*
JUSTIN MANASSEE, DEPUTY

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
KRISTY R. CONNOLLY, State Bar No. 328477
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: kconnolly@aegislawfirm.com

Attorneys for Plaintiff Alexis Agar-Valencia, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ALEXIS AGAR-VALENCIA, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

PSL ASSOCIATES, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. **CIV SB 2 12 16 06**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Alexis Agar-Valencia, individually and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Alexis Agar-Valencia (“Plaintiff”) brings this representative action
5 against defendants PSL Associates, LLC, and DOES 1 through 20, inclusive (“Defendants”), on
6 Plaintiff’s own behalf and on behalf of other aggrieved employees who are and were employed
7 by Defendants as non-exempt employees throughout California.

8 2. Defendants are in the industry of operating assisted living facilities.

9 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders.

12 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

- 14 (a) failing to pay all wages (including minimum wages and overtime wages);
- 15 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 16 (c) failing to authorize or permit lawful rest breaks or provide compensation
17 in lieu thereof;
- 18 (d) failing to reimburse necessary business-related costs;
- 19 (e) failing to provide accurate itemized wage statements; and
- 20 (f) failing to pay all wages due upon separation of employment.

21 5. Plaintiff is informed and believes, and thereon alleges, that Defendants violated
22 Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1774.5, 1182.12,
23 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.

24 6. Plaintiff brings this representative action against Defendants on behalf of herself
25 and other aggrieved employees to recover, among other things, civil penalties, attorney’s fees
26 and costs and expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§
27 2698, *et seq* (“PAGA”).

28 //

14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

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

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

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

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

GENERAL ALLEGATIONS

19. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents as non-exempt employees or employees throughout California at Defendants' California business location(s).

20. Defendants continue to employ non-exempt employees or employees within California.

21. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
5 for all time worked (including minimum wages and overtime wages) and that they were not
6 receiving all wages earned for work that was required to be performed. In violation of the Labor
7 Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages
8 (including minimum wages and overtime wages) for all hours worked, including, but not limited
9 to requiring Plaintiff and other aggrieved employees to work off-the-clock and through meal
10 periods, requiring Plaintiff and other aggrieved employees to remain on premises and on call
11 during meal periods, and failing to compensate Plaintiff and other aggrieved employees for these
12 hours.

13 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other aggrieved employees were entitled to receive all
15 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
16 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal
17 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
18 employees did not receive all meal periods or payment of one (1) additional hour of pay at
19 Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely,
20 uninterrupted meal period.

21 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
23 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
24 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
25 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest
26 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
27 regular rate of pay when a rest break was missed, late, interrupted, or on-duty.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
3 and/or indemnification for all necessary business expenditures or losses as a direct consequence
4 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
5 of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred
6 necessary business expenses or losses, such as personal cell phone use required to use
7 Defendants' Mobile App, but were not reimbursed nor indemnified of such expenses or losses
8 that were incurred as a direct consequence of the discharge of their duties, or of their obedience
9 to the directions of Defendants.

10 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other aggrieved employees were entitled to receive
12 itemized wage statements that accurately showed the following information pursuant to the
13 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
14 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
15 (4) all deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
17 which the employee is paid; (7) the name of the employee and only the last four digits of his or
18 her social security number or an employee identification number other than a social security
19 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
20 hourly rates in effect during the pay period and the corresponding number of hours worked at
21 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and other aggrieved
22 employees were not provided with accurate itemized wage statements.

23 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that the aggrieved employees were entitled to timely payment of wages due
25 upon separation of employment. In violation of the Labor Code, the aggrieved employees did not
26 receive payment of all wages within the permissible time periods.

27 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and

1 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
2 intentionally failed to do so in order to increase Defendants' profits.

3 **FIRST CAUSE OF ACTION**

4 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

5 29. Plaintiff re-alleges and incorporates by reference the previous paragraphs as
6 though fully set forth herein.

7 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
8 for a civil penalty to be assessed and collected by the Labor and Workforce Development
9 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
10 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or
12 former employees pursuant to the procedures specified in Labor Code § 2699.3.

13 31. For all provisions of the Labor Code except those for which a civil penalty is
14 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
15 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
16 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
17 period in which Defendants violated these provisions of the Labor Code.

18 32. Defendants' conduct violates numerous Labor Code sections, including, but not
19 limited to, the following:

20 (a) violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,
21 1194.2, 1197, 1197.1 and 1198 for failure to timely pay all earned wages (including
22 minimum and overtime wages) owed to Plaintiff and other aggrieved employees during
23 employment and upon separation of employment as herein alleged;

24 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
25 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
26 meal periods as herein alleged;

1 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
2 other aggrieved employees and failure to pay premium wages for missed rest periods
3 as herein alleged;

4 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
5 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
6 and

7 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
8 and complete records showing, among other things, the hours worked daily and the
9 wages paid to aggrieved employees as herein alleged; and

10 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and
11 other aggrieved employees for necessary business expenses as herein alleged.

12 33. Plaintiff is an “aggrieved employee” because she was employed by the alleged
13 violator and had one or more of the violations committed against her, and therefore is properly
14 suited to represent the interests of all other aggrieved employees.

15 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
16 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and
17 all other aggrieved employees under PAGA.

18 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
19 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
20 cited above.

21 36. For bringing this action, Plaintiff is entitled to attorneys’ fees and costs incurred
22 herein.

23 **PRAYER FOR RELIEF**

24 On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays
25 for relief and judgment against Defendants, jointly and severally, as follows:

26 1. For civil penalties against Defendants on behalf of all aggrieved employees and
27 the LWDA pursuant to Labor Code § 2698, *et seq.*;

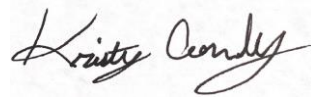
1 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
2 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698
3 *et seq.*; and;

4 3. For such other relief as the Court deems just and proper.
5
6

7 Dated: July 23, 2021

AEGIS LAW FIRM, PC

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10 By: _____


Kristy R. Connolly
Attorneys for Plaintiff Alexis Agar-Valencia