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Superior Court of California
County of Los Angeles

AUG 02 2021

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and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LATASHA STIGER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PROVIDENCE ST. JOSEPH HEALTH;
AEROTEK SCIENTIFIC, LLC; and DOES
1 through 20, inclusive,

Defendants.

Case No. 21STCV15994

*Assigned For All Purposes To:
Hon. Carolyn B. Kuhl; Department 12*

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

1 Plaintiff LaTasha Stiger, individually, and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff LaTasha Stiger (“Plaintiff”) brings this representative action pursuant
5 to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against
6 Defendants Aerotek Scientific, LLC, Providence St. Joseph Health, and DOES 1 through 20,
7 inclusive (“Defendants”), on behalf of herself individually and on behalf of all other aggrieved
8 employees employed by Defendants throughout California.

9 2. Defendants are in the business of staffing and healthcare.

10 3. Through this action, Plaintiff alleges that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code (“California
12 Labor Code”).

13 4. Plaintiff is informed and believes, and thereon alleges, during the relevant time
14 period, Defendants had a consistent policy of violating the state wage and hour laws by, among
15 other things:

16 (a) failing to pay all wages (including minimum wages and overtime
17 wages);

18 (b) failing to provide meal periods or compensation in lieu thereof;

19 (c) failing to authorize or permit rest breaks or provide compensation in lieu
20 thereof;

21 (d) failing to provide accurate itemized wage statements;

22 (e) failing to pay all wages due upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
24 others aggrieved employees in California to recover, among other things, civil penalties
25 pursuant to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

26 **JURISDICTION AND VENUE**

27 6. This is a representative action pursuant to Private Attorneys General Act of 2004
28 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the

1 minimal jurisdictional limits of the Superior Court and will be established according to proof at
2 trial.

3 7. This Court has jurisdiction over this action pursuant to the California
4 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
5 causes, except those given by statutes to other courts. The statutes under which this action is
6 brought do not specify any other basis for jurisdiction.

7 8. This Court has jurisdiction over Defendants because, upon information and
8 belief, they are a citizen of California, have sufficient minimum contacts in California, or
9 otherwise intentionally avail themselves of the California market so as to render the exercise of
10 jurisdiction over them by the California courts consistent with traditional notions of fair play
11 and substantial justice.

12 9. Venue is proper in this Court because, upon information and belief, Defendants
13 reside, transacts business, or have offices in this county, or the acts and omissions alleged
14 herein took place in this county.

15 **THE PARTIES**

16 10. Plaintiff is a citizen of California and worked for Defendants in California
17 during the relevant time periods as alleged herein.

18 11. Plaintiff is informed and believes, and thereon alleges that at all times
19 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage
20 Orders as employers, whose employees were and are engaged throughout this county and the
21 State of California.

22 12. Plaintiff is unaware of the true names or capacities of the Defendants sued
23 herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to
24 amend this Complaint and serve such fictitiously named Defendants once their name and
25 capacity becomes known.

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

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

15. 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 Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants 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 aided and abetted the acts and omissions of each Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

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

19. Defendants employed Plaintiff as a non-exempt employee at Defendants' California business location.

20. Defendants continue to employ non-exempt 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 were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

1 22. 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 receive wages
3 for all time worked (including minimum wages and overtime wages) and that they were not
4 receiving all wages earned for work that was required to be performed. In violation of the
5 Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all
6 wages (including minimum wages and overtime wages) for all hours worked at the correct rate
7 due to rounding time punches in the employer's favor and requiring off-the-clock work, among
8 other issues.

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

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

24 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other aggrieved employees were entitled to receive
26 itemized wage statements that accurately showed the following information pursuant to the
27 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
28 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate

1 basis; (4) all deductions, provided that all deductions made on written orders of the employee
2 may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the
3 period for which the employee is paid; (7) the name of the employee and only the last four
4 digits of his or her social security number or an employee identification number other than a
5 social security number; (8) the name and address of the legal entity that is the employer; and
6 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
7 hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff and
8 other aggrieved employees were not provided with accurate itemized wage statements.

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

13 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
15 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
16 intentionally failed to do so in order to increase Defendants' profits.

17 28. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
18 against Defendants on behalf of herself and all other aggrieved employees to recover, among
19 other things, unpaid wages (including minimum wages and overtime wages), interest,
20 attorneys' fees, penalties, costs, and expenses.

21 **FIRST CAUSE OF ACTION**

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

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

25 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that
26 provides for a civil penalty to be assessed and collected by the Labor and Workforce
27 Development Agency ("LWDA") or any of its departments, divisions, commissions, boards,
28 agencies, or employees for violation of the Labor Code may, as an alternative, be recovered

1 through a civil action brought by an aggrieved employee on behalf of himself or herself and
2 other current or former employees pursuant to the procedures specified in Labor Code §
3 2699.3.

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

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

11 (a) violation of Labor Code §§ 201, 202, 203, 204, 510, 558, 1182.12, 1194, and
12 1198 for failure to timely pay all earned wages (including overtime wages) owed to
13 Plaintiff and other aggrieved employees during employment and upon separation of
14 employment as herein alleged;

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

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

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

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

26 33. Plaintiff is an "aggrieved employee" because she was employed by the alleged
27 violator and had one or more of the violations committed against her, and therefore is properly
28 suited to represent the interests of all other aggrieved employees.

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

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

34. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiff, on her own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

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

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

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

Dated: August 2, 2021

AEGIS LAW FIRM, PC

By:

Jordan Wysocki

Attorneys for Plaintiff LaTasha Stiger

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On August 2, 2021, I served the foregoing document entitled:

6 • **FIRST AMENDED COMPLAINT FOR VIOLATION OF THE
7 CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT
8 OF 2004**

9 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
10 copy thereof on the party(ies) addressed below as follows:

11 Michael S. Kun
12 Kevin D. Sullivan
13 **EPSTEIN BECKER & GREEN, P.C.**
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21 AEROTEK SCIENTIFIC, LLC

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Attorneys for Defendant:
PROVIDENCE ST. JOSEPH HEALTH

22 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
23 correspondence for mailing. Under that practice it would be deposited with the U.S.
24 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
25 in the ordinary course of business. I am aware that on motion of the party served, service
26 is presumed invalid if postage cancellation date or postage meter date is more than one
27 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
28 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via Case Anywhere to the above listed email addresses on the
date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R.*
Civ. Proc. 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on August 2, 2021, at Irvine, California.

4 
5 Andrea Drocco