

SEP 24 2021

BY Sylvia Guajardo
SYLVIA GUAJARDO, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CASE NO.: CIV SB 2127233

COMPLAINT FOR DAMAGES FOR:

1) PRIVATE ATTORNEYS GENERAL
ACT ("PAGA");

Defendants.

BY FAX

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of San Bernardino in this judicial district because Defendants PARAMOUNT PROFESSIONALS, INC. dba IMPERIAL HOME HEALTH; ASIF SIDDIQ; ELEAZAR TAYAG; GINALYN TAYAG; and DOES 1 to 25, inclusive, do business in the

1 County of San Bernardino and because Defendants' obligations and liabilities arise therein, and
2 because the work that was performed by Plaintiff in the County of San Bernardino is the
3 subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

4 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

5 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
6 PARAMOUNT PROFESSIONALS, INC. dba IMPERIAL HOME HEALTH is and was a
7 California corporation, doing business in San Bernardino County, California, and which
8 employed Plaintiff.

9 4. Plaintiff is informed and believes that all times mentioned herein, Defendants
10 ASIF SIDDIQ; ELEAZAR TAYAG; and GINALYN TAYAG are residents of the State of
11 California and the owners, directors, and/or managing agents of PARAMOUNT
12 PROFESSIONALS, INC. dba IMPERIAL HOME HEALTH. Plaintiff is including the
13 aforementioned individual Defendants in this complaint pursuant to Labor Code Section 558.1
14 in that they personally controlled the wages, hours, and working conditions of Plaintiff and
15 other similarly situated aggrieved employees. PARAMOUNT PROFESSIONALS, INC. dba
16 IMPERIAL HOME HEALTH, ASIF SIDDIQ, ELEAZAR TAYAG, and GINALYN TAYAG
17 are collectively referred to herein as "PARAMOUNT" or "Defendant(s)".
18

19 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
20 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
21 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
22 defendants, numbers 1 to 25, reside in the State of California and are in some manner
23 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
24 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
25 and capacities of these fictitiously named defendants.
26

27 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
28

1 that information and belief, alleges that at all times herein mentioned, each of the remaining
2 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
3 under the authority of their agency, employment, or representative capacity, with the consent
4 of his/her codefendants.

5 **GENERAL ALLEGATIONS**

6 7. Plaintiff working for PARAMOUNT as a Registered Nurse on or around March 2021.
7 His employment ended on or around May 2021. Plaintiff worked 5 days per week (although he
8 did work Saturdays in the beginning of his employment) and was supposed to be classified as an
9 hourly, non-exempt employee. Plaintiff often worked 10-12 hours per day, which sometimes did
10 not even include his charting obligations.

11 8. Plaintiff's job duties included him driving to patient's homes (sometimes from
12 Victorville to Barstow, for instance) and providing medical care. Staff at PARAMOUNT would
13 text Plaintiff on a daily basis with the names and addresses of the patients and Plaintiff would
14 drive to the patients.

15 9. It is Plaintiff's position that PARAMOUNT has committed numerous labor code
16 violations against Plaintiff and other similarly situated aggrieved employees.

17 10. PARAMOUNT did not provide Plaintiff and other aggrieved employees with
18 compensation for all hours worked and did not compensate Plaintiff and others with the
19 minimum wages to which they were entitled for work performed "off the clock", pursuant to
20 California Labor Code sections 1194, 1197 and 1197.1. Despite the fact that Plaintiff should
21 have been classified as an hourly, non-exempt employee (and was seemingly eventually offered
22 \$41/hour at the very end of his employment), during the first 5 or 6 weeks of his employment,
23 Plaintiff was paid \$1000 salary per week irrespective of the number of hours that he worked.
24 The arrangement included some indication that Plaintiff would be paid "piece rate" in the sense
25 that he would receive \$120 for admitting patients, \$80 for IV's, etc. with each particular service
26 having a concomitant pay scheme. PARAMOUNT apparently considered this \$1000 dollars as
27 an advance, which Plaintiff would somehow have to pay back once Medicare compensated
28

1 PARAMOUNT for Plaintiff's medical services as a Registered Nurse. The latter arrangement of
2 \$1000 per week or even the arrangement to pay Plaintiff on a "piece-rate" basis was illegal, in
3 contravention of California law, and was a violation of Plaintiff's rights in that Plaintiff was
4 essentially not paid based on the number of hours he worked. Plaintiff would be asked by the
5 company to do "drive-by" visits where Plaintiff would drive by a potential patient's home to see
6 if the patient was there. If the patient was not there, Plaintiff would NOT be compensated for
7 those hours worked based on the payment arrangement, despite being under the control of the
8 employer. In addition, Plaintiff was not paid for all the countless hours he spent charting and
9 completing his medical notes. The general plan was for Plaintiff and others to see the patients
10 back-to-back-to-back during the day and then chart at night. If the argument is that Plaintiff was
11 properly paid on a piece-rate basis, Plaintiff was certainly not paid for all rest and recovery time
12 per California Law and pursuant to Labor Code Section 226.2 and was certainly not paid for all
13 non-productive time, which would of course include the travel time to patient's homes.
14

15 11. Due to the "off the clock" work as alleged above, PARAMOUNT violated Labor Code
16 §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime,
17 even though they worked more than 8 hours per day, 12 hours per day and/or 40 hours per week
18 throughout their employment. Plaintiff's and others' actual work hours entitled them to overtime
19 compensation (both daily and weekly), especially due to the "off the clock" as described above,
20 however, they were not paid for their overtime hours worked. In fact, it seems like it was
21 company policy not to accurately and properly pay for all overtime hours worked.

22 12. PARAMOUNT also violated Labor Code § 226.7 and the applicable Industrial Welfare
23 Commission Wage Order 4/5 because it failed to provide Plaintiff and others with 10-minute rest
24 periods for every four hours of work, or majority portion thereof, throughout their employment.
25 PARAMOUNT did not completely relieve Plaintiff and others of all duty during said rest
26 periods. PARAMOUNT did not pay to Plaintiff and others one additional hour of pay at
27 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
28 was not provided. It was not company policy and not part of the company culture for employees

1 such as Plaintiff and others to take rest breaks. Plaintiff and the other nurses had to run from
2 appointment to appointment. There was simply no time and no occasion to take rest breaks
3 wherein they are relieved of all work duties. As such, the culture and work environment at
4 PARAMOUNT did not lend itself to the employees receiving statutory breaks wherein they were
5 relieved of all work duties. It was the normal practice and custom of PARAMOUNT not to
6 authorize, permit, and enforce statutory rest periods. As such, the work environment and culture
7 at PARAMOUNT was not conducive to receiving statutory rest breaks under California law.
8

9 13. PARAMOUNT violated Labor Code §§ 512 and 226.7 along with the applicable
10 Industrial Welfare Commission Wage Order 4/5 because it failed to provide Plaintiff and others
11 requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their
12 employment. PARAMOUNT did not completely relieve Plaintiff and others of all duty during
13 said meal periods. PARAMOUNT did not pay to Plaintiff and others one additional hour of pay
14 at Plaintiff's regular rate of compensation for each workday that one or more statutory meal
15 periods was not provided. Furthermore, as alluded to above, and due to the nature of Plaintiff's
16 work as a traveling Registered Nurse and the enormous amount of work to be performed,
17 including always being "on the go", it was common practice and standard for Plaintiff and others
18 to not receive statutory meal breaks. There was no time and no occasion for Plaintiff to be able
19 to take an uninterrupted 30-minute meal period and management was unequivocally aware of
20 this. Moreover, Plaintiff and others also did not receive a second, timely, uninterrupted meal
21 period if they worked shifts of 10 hours or more. Furthermore, it is also true that since Plaintiff
22 was not able to take meal breaks, he did not receive any meal breaks before the 5th hour worked.
23 It was the normal practice and custom of PARAMOUNT not to authorize, permit, and enforce
24 statutory meal periods. As such, the work environment and culture at PARAMOUNT was not
25 conducive to receiving statutory meal breaks under California law.

26 14. Furthermore, during the relevant time period, and due to the above allegations,
27 PARAMOUNT failed to pay Plaintiff and others all wages due to them within any time period
28

1 specified by California Labor Code section 204.

2 15. PARAMOUNT was also in violation of California Labor Code section 226(a), by failing
3 to include pertinent information on the wage statements, including but not limited to, all hours
4 worked (minimum wages and overtime due to the "off the clock" work), gross wages earned, net
5 wages earned, total pay, the correct legal name and address of the employing entity, the correct
6 start and end of the pay period, all applicable hourly rates, itemized deductions, the correct start
7 and end of the pay period, identifying information of the employees, premium pay for the missed
8 meal and rest breaks, and business expense reimbursement, among others. As such,
9 PARAMOUNT did not provide Plaintiff and other similarly situated aggrieved employees with
10 complete, accurate itemized wage statements. Note that if Plaintiff was in fact lawfully being
11 paid "piece rate" under California law, Plaintiff's paystubs did not include a provision for non-
12 productive pay and for payment for rest and recovery periods per Labor Code Section 226.2.

13 16. During the relevant time period, PARAMOUNT also failed to keep accurate and
14 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
15 and other aggrieved employees pursuant to California Labor Code sections 1174(d).

16 17. PARAMOUNT also violated Labor Code § 203 because it willfully failed to pay Plaintiff
17 and other similarly situated aggrieved employees earned and due wages upon separation of
18 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
19 After Plaintiff's employment with PARAMOUNT ended, PARAMOUNT failed and refused to
20 pay all wages earned and due immediately upon separation. These earned but unpaid wages
21 include compensation for all hours worked/minimum wages, overtime compensation, and
22 penalties/premium pay for missed meal and rest breaks, among others.

23 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
24 necessary, business-related expenses and costs that were not reimbursed by PARAMOUNT.
25 These costs include, but are not limited to, use of personal phones for business-related purposes.
26 Although PARAMOUNT did provide a "Samsung" phone, the phone would often have issues
27 connecting to Wi-Fi, and as such, Plaintiff was required to use his personal cell phone.
28

Accordingly, PARAMOUNT was in violation of California Labor Code sections 2800 and 2802.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Individual and Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Order Nos. 4-2001 or 5-2001

(Plaintiff Against All Named Defendants and all DOE Defendants)

19. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

20. Pursuant to law, Plaintiff provided the required written notice to the LWDA and Defendants of the specific violations of the California Labor Code that Defendants and DOE defendants have violated and continue to violate.

21. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

22. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

23. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

24. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is

1 properly suited to represent the interests of other current and former hourly, non-exempt or
2 piece-rate employees who worked for PARAMOUNT in the State of California at any and
3 all locations during the PAGA period.

4 25. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
5 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
6 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

7 26. Plaintiff therefore has exhausted all administrative remedies required of him under
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
9 cause of action and pursue penalties in a representative action for Defendants' violations of the
10 Labor Code.

11 27. California Labor Code section 2699 et seq. imposes penalties upon culpable
12 Defendants for violating the Labor Code.

13 28. California Labor Code section 558 establishes a civil penalty as follows: Any
14 employer or other person acting on behalf of an employer who violates, or causes to be
15 violated, a section of this chapter or any provision regulating hours and days of work in any
16 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
17 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was
19 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid ...;

21 29. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
22 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
23 seeking individual/victim specific relief or underpaid wages under this particular cause of
24 action.

25 30. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
26 the following:

27 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
28 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802

1 via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4 or 5)
2 violated on the facts alleged in this Complaint.

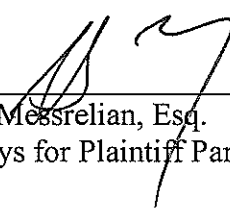
3 31. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
4 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
5 employees as alleged herein in an amount to be shown according to proof at trial and within the
6 jurisdictional limits of this Court.

7 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
8 follows:

- 9 1. For the imposition of civil penalties;
- 10 2. For maximum civil penalties available under Labor Code Section 2699
11 against Defendants in a manner and amount authorized by that statute, as described
12 more particularly in the Complaint and representative PAGA claims;
- 13 3. For all costs and disbursements incurred in this suit;
- 14 4. Reasonable attorney's fees where available by law, including but not limited to,
15 pursuant to the California Labor Code, including section 2698 et seq., and/or other
16 applicable laws; and
17 5. For such other and further relief as this Court may deem proper.

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19
20 DATED: August 31, 2021

MESSRELIAN LAW INC.

21
22 By 
23 Harout Messrelian, Esq.
24 Attorneys for Plaintiff Parminder Singh
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