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Superior Court of California,
County of San Diego

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ISMAEL ANGUIANO, on behalf of
similarly situated members of the general
public,

Plaintiff,

vs.

NORWAY MAPLE HOLDINGS, LLC;
CALIFORNIA OPCO, LLC; PLUM
HEALTHCARE GROUP, LLC; and DOES
1 through 20, inclusive,

Defendants.

Case No. 37-2021-00041803-CU-OE-CTL

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

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Ismael Anguiano (“Plaintiff”) brings this representative action against
5 defendants Norway Maple Holdings, LLC; California OPCO, LLC; Plum Healthcare Group,
6 LLC, and DOES 1 through 20, inclusive (collectively, “Defendants”), on behalf of himself
7 individually and all other aggrieved employees employed by Defendants throughout California.

8 2. Defendants are in the business of providing healthcare facilities and services.

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

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

15 (a) Failing to pay all wages (including minimum wages and overtime
16 wages);

17 (b) Failing to provide lawful meal periods or compensation in lieu thereof;

18 (c) Failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;

20 (d) Failing to reimburse all business expenses incurred by the employee in
21 direct consequence of the discharge of his or her duties;

22 (e) Failing to provide accurate itemized wage statements; and

23 (f) Failing to pay all wages due upon separation of employment.

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

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JURISDICTION AND VENUE

6. This is a representative action, pursuant to PAGA. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

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

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

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

THE PARTIES

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

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

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

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

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

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

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

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

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
23 persons as non-exempt employees at Defendants' California business locations.

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

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

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

1 who 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 aggrieved employees were entitled to receive wages for
5 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
7 Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees were not paid all wages
8 (including minimum wages and overtime wages) for all hours worked at the correct rate of pay,
9 such as, for example, when Defendants failed to properly incorporate non-discretionary
10 bonuses or other incentive pay into the overtime rate. In addition, on certain days, Plaintiff and
11 aggrieved employees were paid for some work but not paid for all hours worked in the day.

12 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and aggrieved employees were entitled to receive all required
14 meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved
15 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.
16 In violation of the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees did
17 not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and
18 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted
19 meal period. For example, when Plaintiff and aggrieved employees worked over five (5) hours
20 and were entitled to a meal period, Defendants did not provide a meal period because
21 Defendants required Plaintiff and aggrieved employees to work through their meal periods,
22 failed to provide coverage for employees to take timely meal periods, or interrupted their meal
23 periods, resulting in meal periods that were missed, late, short, and/or interrupted.

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

one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay when a rest break was missed. For example, Defendants failed to authorize or permit ten (10) minute rest periods for every four hours or major fraction thereof worked because Plaintiff and aggrieved employees were required to work through their rest periods, were interrupted during their rest periods to go back to work, were not authorized to take their rest periods, were discouraged from taking their rest periods, were required to remain on premises and on-duty during rest periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive rest periods.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to reimbursement for necessary expenditures incurred in connection with the performance and execution of their job duties. In violation of the California Labor Code, Plaintiff and other aggrieved employees did not receive adequate reimbursement for necessary business expenses, including, but not limited to, reimbursement for employees' using their personal vehicles to perform work duties and purchasing office supplies.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and aggrieved employees were entitled to receive itemized wage statements that accurately showed the following information pursuant to the Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) 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; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff and aggrieved employees were not provided with accurate itemized wage statements. For example, the wage

1 statements issued to Plaintiff and aggrieved employees inaccurately stated, among other things:
2 (a) the number of hours Plaintiff and aggrieved employees worked and (b) all applicable hourly
3 rates in effect during the pay period and the corresponding number of hours Plaintiff and
4 aggrieved employees worked at each hourly rate.

5 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and aggrieved employees were entitled to timely payment of
7 wages during their employment. In violation of the California Labor Code, Plaintiff and
8 aggrieved employees did not receive payment of all wages within permissible time periods.

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

13 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known they had a duty to compensate Plaintiff and 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 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**

19 (California Labor Code §§ 2698, *et seq.*)

20 30. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 31. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that
23 provides for a civil penalty to be assessed and collected by the Labor and Workforce
24 Development Agency ("LWDA") or any of its departments, divisions, commissions, boards,
25 agencies or employees for violation of the code may, as an alternative, be recovered through a
26 civil action brought by an aggrieved employee on behalf of himself or herself and other current
27 or former employees pursuant to the procedures specified in Labor Code § 2699.3. Plaintiff, as
28

1 an aggrieved employee, brings this claim in a representative capacity on behalf of current and
2 former non-exempt employees of Defendants.

3 32. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one
5 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
6 and two hundred dollars (\$200.000) for each aggrieved employee per pay period for each
7 subsequent pay period in which Defendants violated these provisions of the Labor Code.

8 33. Defendants' conduct with respect to Plaintiff and other aggrieved employees
9 violates numerous Labor Code sections including, but not limited to, the following:

- 10 a. Violation of Labor Code §§ 201-203, 204, 210, 510, 558, 1182.12, 1194,
11 1194.2, 1197, 1197.1, and 1198 for failure to timely pay all earned wages
12 (including minimum and overtime wages) owed to Plaintiff and other
13 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
16 periods to Plaintiff and other aggrieved employees and failure to pay
17 premium wages for missed meal periods as herein alleged;
- 18 c. Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff
19 and other aggrieved employees and failure to pay premium wages for missed
20 rest periods as herein alleged;
- 21 d. Violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
22 itemized wage statements to Plaintiff and other aggrieved employees as
23 herein alleged;
- 24 e. Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
25 records; and
- 26 f. Violation of Labor Code §§ 2800 and 2802 for failure to reimburse
27 necessary business expenses to Plaintiff and other aggrieved employees.
28

34. Plaintiff is an “aggrieved employee” because he was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

35. 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 himself and all other aggrieved employees under PAGA.

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

37. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiff, on his own behalf and on behalf of all other aggrieved employees, prays for judgment against Defendants as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees;
2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code §§ 2698, *et seq.*, and California Code of Civil Procedure § 1021.5; and
3. For such other relief as the Court deems just and proper.

Dated: September 30, 2021

AEGIS LAW FIRM, PC

By: Kristy R. Connolly
Kristy R. Connolly
Attorneys for Plaintiff Ismael Anguiano