

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: William Fahey

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VIVIAN MORO,

Plaintiff,

vs.

GRANADA POST ACUTE, LP and DOES

1 to 25, inclusive,

Defendants.

) CASE NO.: 22STCV02065

) **COMPLAINT FOR DAMAGES FOR:**

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

COMES NOW Plaintiff, VIVIAN MORO (hereinafter "Plaintiff"), and alleges as

follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants GRANADA POST ACUTE, LP ("GRANADA" or "Defendant(s)") and DOES 1 to 25, inclusive, do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein,

1 and because the work that was performed by Plaintiff in the County of Los Angeles is the
2 subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

3 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

4 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
5 GRANADA POST ACUTE, LP ("GRANADA" or "Defendant(s)") is a California corporation,
6 doing business in the County of Los Angeles, State of California and which employed Plaintiff.

7 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
8 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
9 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
10 defendants, numbers 1 to 25, reside in the State of California and are in some manner
11 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
12 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
13 and capacities of these fictitiously named defendants.

14 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
15 that information and belief, alleges that at all times herein mentioned, each of the remaining
16 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
17 under the authority of their agency, employment, or representative capacity, with the consent
18 of his/her codefendants.
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21 **GENERAL ALLEGATIONS**

22 6. Plaintiff started working for GRANADA in September 2019 in the Dietary Department.
23 Her employment ended on or around May 2021. Plaintiff was considered an hourly, non-
24 exempt employee and her last rate of pay was \$14.58 per hour. Plaintiff generally worked
25 Sundays through Thursdays and did shifts of over 8 hours. Plaintiff and others were seemingly
26 paid semi-monthly.
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1 7. It is Plaintiff's position that GRANADA has violated numerous Labor Code Sections
2 against Plaintiff and other similarly situated aggrieved employees.

3 8. GRANADA did not provide Plaintiff and other similarly situated aggrieved employees
4 with the minimum wages to which they were entitled for work performed and as such did not
5 compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to
6 California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff and others
7 would often perform work before clocking in. Management was unequivocally aware of the
8 latter and the fact that Plaintiff and others were not being paid for all hours worked. Plaintiff
9 would be asked to come in early and "double check" everything (during survey times),
10 including making sure everything is labeled and up to code. Additionally, Plaintiff and other
11 similarly situated employees would have to "clock out" for a meal period on paper even though
12 they were not relieved of all duty and did not in fact receive an uninterrupted, thirty-minute
13 meal period. Management was unequivocally aware of the latter and the fact that Plaintiff and
14 others were not being paid for all hours worked. Plaintiff and others were also not paid for all
15 hours worked in violation of Labor Code Section 1194 and the applicable Industrial Welfare
16 Commission Wage Order due to GRANADA not paying proper shift differentials and rounding
17 of the actual hours worked as a part of their business practice, which disproportionately
18 affected the employees and resulted in less working hours and less pay. In addition to the
19 above, Plaintiff would also receive calls and/or text messages on her days off but was not
20 compensated for that time either.

21 9. Due to the "off the clock" work as alleged above, GRANADA violated Labor Code
22 §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees
23 overtime, even though they worked more than 8 hours per day, 12 hours per day and/or 40
24 hours per week throughout their employment. Plaintiff's and others' actual work hours entitled
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1 them to overtime compensation (both daily and weekly), especially due to the “off the clock”
2 as described above, however, they were not paid accurately and fully for their overtime hours
3 worked. In addition, during her employment tenure, Plaintiff would work double shifts (5am to
4 8pm) six days in a row or would work shifts of 4am to 9pm, but was not properly compensated
5 for her overtime hours, including receiving double time. Paying employees overtime or the
6 correct amount of overtime was not part of the company policy at GRANADA.

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8 10. GRANADA also violated Labor Code § 226.7 and the applicable Industrial Welfare
9 Commission Wage Order no. 4/5 because it failed to provide Plaintiff and others with 10-
10 minute rest periods for every four hours of work, or majority portion thereof, throughout their
11 employment. GRANADA did not completely relieve Plaintiff and others of all duty during
12 said rest periods. GRANADA did not pay to Plaintiff and others one additional hour of pay at
13 Plaintiff’s regular rate of compensation for each workday that one or more statutory rest
14 periods was not provided. It was not company policy and not part of the company culture for
15 employees such as Plaintiff and others to take rest breaks. They were understaffed and were
16 responsible for various tasks. As such, the culture at GRANADA did not lend itself to the
17 employees receiving statutory breaks wherein they were relieved of all work duties. It was the
18 normal practice and custom of GRANADA not to authorize, permit, and enforce statutory rest
19 periods. As such, the work environment and culture at GRANADA was not conducive to
20 receiving statutory rest breaks under California law.

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22 11. GRANADA violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
23 Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and others the
24 requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout
25 their employment. GRANADA did not completely relieve Plaintiff and others of all duty
26 during said meal periods. GRANADA did not pay to Plaintiff and others one additional hour
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1 of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory
2 meal periods was not provided. Furthermore, as alluded to above, and due to the understaffing
3 and the enormous amount of work to be performed, it was common practice and standard for
4 the hourly, non-exempt employees, including Plaintiff and other similarly situated aggrieved
5 employees to "clock out" for their meal periods and to resume working while "off the clock".
6 Plaintiff and others would try to then take meal breaks later and after the 5th hour worked.
7 Management unequivocally knew that Plaintiff and others were working "off the clock" and
8 through their meal breaks and were not receiving timely, statutory meal periods, but only cared
9 that it looked like there were no violations on paper in that Plaintiff and others were shown
10 clocking out for a meal period before the 5th hour worked. Moreover, Plaintiff and others did
11 not receive a second, timely, uninterrupted meal period if they worked shifts of 10 hours or
12 more. Moreover, there were occasions wherein Plaintiff would be sent to run errands for her
13 boss, Gino, during the alleged "meal breaks", including to buy food or purchase missing
14 groceries.
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17 12. Furthermore, during the relevant time period, and as a result of the above violations,
18 GRANADA failed to pay Plaintiff and others all wages due to them within any time period
19 specified by California Labor Code section 204. GRANADA was also in violation of
20 California Labor Code section 226(a), by failing to include pertinent information on the wage
21 statements, including but not limited to, all hours worked (minimum wages and overtime due
22 to the "off the clock" work), gross wages earned, net wages earned, the correct legal name and
23 address of the employing entity, the correct start and end of the pay period, all applicable
24 hourly rates, all deductions, the correct name and address of the employing entity, all employee
25 identifying information, and premium pay for the missed meal and rest breaks, among others.
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1 As such, GRANADA did not provide Plaintiff and other similarly situated aggrieved
2 employees with complete, accurate itemized wage statements.

3 13. During the relevant time period, GRANADA also failed to keep accurate and complete
4 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
5 others pursuant to California Labor Code sections 1174(d).

6 14. GRANADA also violated Labor Code § 203 because it willfully failed to pay Plaintiff
7 and other similarly situated aggrieved employees earned and due wages upon separation of
8 employment, either immediately upon involuntary termination, or within 72 hours of
9 resignation. After Plaintiff's employment with GRANADA ended, GRANADA failed and
10 refused to pay all wages earned and due upon separation. These earned but unpaid wages
11 include minimum wages, overtime compensation, accrued vacation pay, and premium pay for
12 missed meal and rest breaks.
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14 15. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
15 business-related expenses and costs that were not reimbursed by GRANADA. These costs
16 include, but are not limited to, use of personal cell phones for work purposes as well as driving
17 in her personal vehicle to run work-related errands. Plaintiff was not reimbursed for her cell
18 phone use or for her mileage. Accordingly, GRANADA was in violation of California Labor
19 Code sections 2800 and 2802.
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21 16. Moreover, GRANADA failed to provide sick pay pursuant to Labor Code sections 232,
22 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other
23 aggrieved employees in violation of Labor Code Section 3700.5.
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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, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 and the applicable Industrial Welfare Commission Wage Order No. 4/5-2001

(Plaintiff Against All Named Defendants and all DOE Defendants)

17. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 16, inclusive, of this Complaint as though fully set forth herein.

18. 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.

19. 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.

20. Plaintiff therefore has exhausted all administrative remedies required of her 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.

21. 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.

22. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of other current and former hourly, non-exempt employees who worked for GRANADOS in the State of California at any and all locations

1 during the PAGA period.

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

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

9 25. California Labor Code section 2699 et seq. imposes penalties upon culpable
10 Defendants for violating the Labor Code.

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

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

23 28. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
24 the following:

25 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
26 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, and
27 3700.5 via 2698 and 2699 any other Labor Codes and Wage Orders (including no.4/5)
28 violated on the facts alleged in this Complaint.

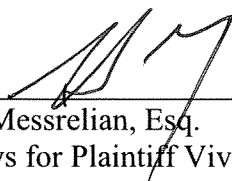
1 29. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
2 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
3 employees as alleged herein in an amount to be shown according to proof at trial and within the
4 jurisdictional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

5 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
6 follows:

- 7 1. For the imposition of civil penalties;
- 8 2. For maximum civil penalties available under Labor Code Section 2699
9 against Defendants in a manner and amount authorized by that statute, as described
10 more particularly in the Complaint and representative PAGA claims;
- 11 3. For all costs and disbursements incurred in this suit;
- 12 4. Reasonable attorney's fees where available by law, including but not limited to,
13 pursuant to the California Labor Code, including section 2698 et seq., and/or other
14 applicable laws; and
- 15 5. For such other and further relief as this Court may deem proper.
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18 DATED: December 16, 2021

MESSRELIAN LAW INC.

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20 By 
21 Harout Messrelian, Esq.
22 Attorneys for Plaintiff Vivian Moro
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