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Kern County Superior Court
By Vickie Fogerson, Deputy

Attorneys for Plaintiff Stacie Horton, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

STACIE HORTON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

EVERSIDE HEALTH, LLC;
HEALTHSTAT WELLNESS, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. BCV-21-102008

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

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Stacie Horton (“Plaintiff”) brings this representative action against
5 defendants Everside Health, LLC, and Healthstat Wellness, Inc., and DOES 1 through 20,
6 inclusive (collectively, “Defendants”), on behalf of herself, the State of California, and other
7 aggrieved employees who are and were employed by Defendants as non-exempt employees
8 throughout California.

9 2. Defendants are in the wellness industry.

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 and Industrial
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
13 unfair competition.

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

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

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

19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu 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 all Defendants because, upon information and
8 belief, they are citizens 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, transact business, or have offices in this county, and 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 herein
23 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
24 Complaint and serve such fictitiously named defendants once their names and capacities
25 become 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.

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

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

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

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

18 **GENERAL ALLEGATIONS**

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

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

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

24 21. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
26 who were knowledgeable about California's wage and hour laws, employment and personnel
27 practices, and the requirements of California law.
28

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 requirements to work off-the-clock, among other issues.

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

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

23 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other aggrieved employees were entitled to receive
25 itemized wage statements that accurately showed the following information pursuant to the
26 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
28 basis; (4) all deductions, provided that all deductions made on written orders of the employee

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

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

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

16 28. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
17 against Defendants on behalf of herself and all other aggrieved employees to recover, among
18 other things, unpaid wages (including minimum wages and overtime wages), unpaid meal
19 period premium payments, unpaid rest period premium payments, interest, attorneys' fees,
20 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 provides
26 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
27 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
28 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by

1 an aggrieved employee on behalf of himself or herself and other current or former employees
2 pursuant to the procedures specified in Labor Code § 2699.3.

3 31. 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 civil penalty of one
5 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
6 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
7 period in which Defendants violated these provisions of the Labor Code.

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

10 (a) violation of Labor Code §§ 201, 202, 203, 204, 510, 1182.12, 1194, 1197, and
11 1198 for failure to timely pay all earned wages owed to Plaintiff and other aggrieved
12 employees during employment and upon separation of employment as herein alleged;

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

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

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

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

24 33. Plaintiff is an "aggrieved employee" because she was employed by the alleged
25 violator and had one or more of the violations committed against her, and therefore is properly
26 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.

36. 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 30, 2021

AEGIS LAW FIRM, PC

By: 

 Jessica L. Campbell
 Attorneys for Plaintiff Stacie Horton