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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELISHA HALL, as an individual and on
behalf of all aggrieved employees,

Plaintiff,

v.

PREMIER HEALTHCARE SERVICES,
LLC and DOES 1 through 50, inclusive,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff ELISHA HALL ("Plaintiff" or "Mr. Hall") complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
4 who were subjected to one or more of the violations alleged herein ("Aggrieved Employees") by
5 Defendant PREMIER HEALTHCARE SERVICES, LLC ("Defendant"). The term "RELEVANT
6 TIME PERIOD" or "TIME PERIOD" is defined as one (1) year plus sixty-five (65) days prior to
7 the filing of the complaint. Plaintiff reserves the right to amend this complaint to reflect a different
8 "Time Period" as further discovery is conducted.

9 2. Plaintiff, individually and on behalf of all Aggrieved Employees, seeks relief
10 against Defendant for its: (1) failure to pay all wages due, including regular and overtime wages;
11 (2) failure to provide accurate itemized wage statements; and (3) failure to pay wages due upon
12 termination of employment.

13 3. At all relevant times herein, Defendant has consistently maintained and enforced
14 the following unlawful policies and practices against Plaintiff:

15 (a) Willfully refusing to pay all hours worked, including both regular and overtime
16 wages;

17 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
18 wages; and

19 (c) Willfully refusing to pay all wages due upon separation of employment;

20 **JURISDICTION AND VENUE**

21 4. This Court has subject matter jurisdiction over the causes of action alleged in this
22 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
23 excluded from exercising subject matter jurisdiction over said causes of action.

24 5. Venue is proper in the County of Los Angeles because Defendant, PREMIER
25 HEALTHCARE SERVICES, LLC, transacts business in this county, the obligations and liability
26 arise in this county, and work performed by Plaintiff that forms the subject of this action occurred
27 in this county.

28 6. The California Superior Court has jurisdiction in the matter, because of the

1 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
2 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
3 of and/or domiciled in the County of Los Angeles, State of California. The defendant is a
4 California corporation doing business in the State of California.

5 7. Further, there is no federal question at issue as the issues herein are based solely on
6 California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
7 Professions Code, and California Rules of Court.

8 **THE PARTIES**

9 **Plaintiff**

10 8. Mr. Hall began his employment with Defendant on or around November 15, 2016,
11 as a care provider, with duties including providing temporary, non-medical care and supervision
12 in clients' homes. Mr. Hall continues to be employed by Defendant to this day. Throughout the
13 Relevant Time Period, Plaintiff worked for Defendant within the County of Los Angeles. Plaintiff
14 was always paid an hourly wage and was deemed a non-exempt hourly employee by Defendant.
15 Plaintiff is accordingly entitled to compensation for all hours worked, overtime compensation,
16 and penalties from Defendant.

17 **Defendant**

18 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a
19 California corporation which provides pediatric and adult home care in Los Angeles County, and
20 is and/or was the employer of Plaintiff and similarly situated employees during the Relevant Time
21 Period.

22 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
23 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
24 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
25 violations alleged herein. Plaintiff will amend this complaint to allege the true names and
26 capacities of the DOE Defendants when ascertained.

27 11. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted
28 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint

1 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
2 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
3 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
4 are alter egos, joint employers and conspire with one another to increase profits by engaging in
5 the conduct described in this complaint.

6 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
8 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
9 below was acting, at least in part, within the course and scope of that authority as such agent,
10 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
11 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
12 are legally attributable to the other Defendants.

13 **PAGA ADMINISTRATIVE PREREQUISITE**

14 13. Plaintiff brings this case as a representative action seeking penalties for the State
15 of California in a representative capacity, as provided by the Private Attorneys General Act, Labor
16 Code section 2698 et seq. ("PAGA"), as an aggrieved employee that was employed by Defendant
17 and did not receive all wages due, was not paid minimum wages, was not paid overtime, was not
18 provided with accurate wage statements, was not reimbursed for necessary expenditures, and was
19 not able to take lawful meal and rest breaks or receive premium compensation in lieu thereof.

20 14. Prior to filing this complaint, on October 29, 2021, Plaintiff gave written notice by
21 certified electronic mail to the Labor and Workforce Development Agency ("LWDA") and to
22 Defendant of the specified provisions alleged to have been violated, including the facts and
23 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
24 correct copy of Plaintiff's original letter sent to the LWDA is attached hereto as "Exhibit A."

25 15. More than 65 days have passed since Plaintiff submitted his October 29, 2021,
26 notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA
27 has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff
28 further has received no notice of Defendant's intent to cure any of the alleged violations.

1 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard
2 to his October 29, 2021, PAGA notice.

3 **FACTUAL ALLEGATIONS**

4 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
5 employees the benefits due under California's wage and hour laws for work performed in
6 California. Defendant wrongfully refused to pay Plaintiff and the Aggrieved Employees regular
7 wages, overtime compensation, meal and rest break premiums, and other statutory benefits
8 mandated by California.

9 17. Throughout the Relevant Time Period, Defendant employed Plaintiff and the
10 Aggrieved Employees in non-exempt positions throughout California. Plaintiff and Aggrieved
11 Employees were employed by Defendant in positions that are paid at an hourly rate less than
12 twice that of the state minimum wage and remain under Defendant's direct control and
13 supervision. Accordingly, these positions remain non-exempt from California's wage and hour
14 laws yet Defendant fails to pay overtime, provide meal and rest breaks and otherwise pay all
15 wages due to these non-exempt employees, as required by law.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendant, was advised by skilled lawyers, employees, and other professionals
20 who were knowledgeable about California's wage and hour laws, employment, and personnel
21 practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
24 all hours worked, including minimum, regular, and overtime wages, and that they were not
25 receiving all wages earned for work that was required to be performed. In violation of the Labor
26 Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Aggrieved Employees earned
27 wages by failing to compensate Plaintiff and Aggrieved Employees the mandatory minimum
28 wage. Defendant also failed to pay Plaintiff and Aggrieved Employees at the requisite overtime

1 and double-time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours
2 per workday.

3 21. Mr. Hall alleges that Defendant failed to compensate him and Aggrieved
4 Employees at the legally mandated wage rates for all hours worked. Defendant had a policy and
5 practice of not paying for hours worked by alleging that any hours not paid after three (3) months
6 are forfeited. This practice violates Labor Code section 1194.

7 22. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
8 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half
9 times the employee's base rate of pay. Similarly, all excess hours over twelve (12) hours in a day
10 were required to be compensated at a rate of two times the employee's base rate of pay.
11 Defendant's failure to pay Plaintiff and Aggrieved Employees the legally mandated overtime
12 wage also violated the Labor Code.

13 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
14 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
15 wage statements that accurately showed their actual hours worked, total hours worked, number
16 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per
17 pay period in accordance with California law. In violation of the Labor Code, Plaintiff and
18 Aggrieved Employees were not provided with accurate itemized wage statements showing their
19 rate of pay, the actual hours worked, correct premium wages earned per pay period, as well as the
20 total hours worked per pay period.

21 24. By failing to include on Plaintiff and Aggrieved Employees' paystubs all
22 minimum wage and overtime and double-time owed, Defendant failed to keep accurate payroll
23 records and failed to provide Plaintiff and Aggrieved Employees with complete and accurate
24 wage statements.

25 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
26 or should have known that Plaintiff and certain Aggrieved Employees were entitled to the timely
27 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
28 and certain Aggrieved Employees did not receive payment of all wages due upon separation of

1 employment within permissible time periods.

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
4 **OVERTIME**

5 **(Plaintiff Against All Defendants)**

6 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
7 complaint as if fully set forth herein.

8 27. Any work in excess of eight hours in any workday and any work in excess of forty
9 (40) hours in a workweek shall be compensated at a rate of no less than one and one-half times
10 the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 5-2001, Sect.
11 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of
12 twice the regular rate of pay for an employee. (*Ibid.*)

13 28. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
14 and forty (40) hours per week. Defendant failed to pay Plaintiff and Aggrieved Employees
15 minimum wage for all hours worked and overtime premium for hours worked in excess of over
16 eight (8) hours per day and/or forty (40) hours per week for work performed for Defendant.
17 Defendant had a policy and practice of not paying for hours worked by alleging that any hours
18 not paid after three (3) months are forfeited. This policy and practice violates Labor Code section
19 1194.

20 29. Since the LWDA has not indicated that it will be investigating more than 65 days
21 since Plaintiff provided notice, and because Defendant took no corrective action to remedy the
22 allegations set forth above, Plaintiff, as a representative of the people of the State of California,
23 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
24 the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each
25 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
26 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

27 30. Plaintiff is informed and believes that Defendant has violated, and continues to
28 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of

1 minimum wages and overtime.

2 31. Plaintiff, as a personal representative of the general public, will and does seek to
3 recover any and all penalties for each and every violation shown to exist or to have occurred
4 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
5 otherwise only available to public agency enforcement actions. Funds recovered will be
6 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
7 reimbursed to the LWDA.

8 32. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
9 costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
10 interest.

11 **SECOND CAUSE OF ACTION**

12 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
13 **WAGE STATEMENTS**

14 **(Plaintiff against All Defendants)**

15 33. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
16 preceding paragraphs of this complaint as if fully set forth herein.

17 34. Labor Code section 226, subdivision (a), states in pertinent part that, "every
18 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
19 employees, either as a detachable part of the check, draft, or voucher paying the employee's
20 wages, or separately when wages are paid by personal check or cash, an accurate itemized
21 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
22 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
23 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
24 only the last four digits of his or her social security number or an employee identification number
25 other than a social security number; (8) the name and address of the legal entity that is the
26 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
27 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

28 35. Defendant knowingly and intentionally failed to provide timely and accurate

1 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
2 section 226, subdivision (a), by failing to record the accurate number of hours worked, the
3 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
4 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
5 Employees.

6 36. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
7 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
8 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
9 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

10 37. Plaintiff, as a personal representative of the general public, will and does seek to
11 recover any and all penalties for each and every violation shown to exist or to have occurred
12 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
13 otherwise only available to public agency enforcement actions. Funds recovered will be
14 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
15 reimbursed to the LWDA.

16 38. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
17 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

18 **THIRD CAUSE OF ACTION**

19 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

20 **TERMINATION OF EMPLOYMENT**

21 **(Plaintiff against All Defendants)**

22 39. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
23 preceding paragraphs of this complaint as if fully set forth herein.

24 40. Plaintiff and certain members of the Aggrieved Employees who ended their
25 employment with Defendant during the Relevant Time Period, were entitled to be promptly paid
26 both minimum wage and lawful overtime compensation and other premiums, as required by Labor
27 Code sections 201 and 203.

28 41. Defendant refused and/or failed to promptly compensate Plaintiff and Aggrieved

1 Employees wages owed as a result of Defendant's failure to pay both minimum and overtime
2 compensation owed for work performed for Defendant.

3 42. By virtue of his employment with Defendant, Plaintiff is an aggrieved employee
4 with standing to bring an action under the PAGA and has suffered injury as to one or more
5 violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a
6 representative of the general public to enforce California's labor laws, and the penalty provisions
7 identified in Labor Code section 2699.5.

8 43. Plaintiff, as a representative of the people of the State of California, will seek any
9 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
10 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
11 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
12 201-203, 226, 226.7, 510, 512, 1174, and 1194.

13 44. Plaintiff, as a personal representative of the general public, will and does seek to
14 recover any and all penalties for each and every violation shown to exist or to have occurred
15 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
16 otherwise only available to public agency enforcement actions. Funds recovered will be
17 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
18 reimbursed to the LWDA.

19 45. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
20 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff and Aggrieved Employees pray for judgment as follows:

- 23 1. For civil penalties for each violation for Plaintiff and each Aggrieved
24 Employee as provided by law, including, but not limited to, those civil
25 penalties provided by statute, provided by PAGA and for unpaid wages
26 pursuant to Labor Code section 558;
- 27 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
28 2699, subdivision (g), and any other statutory basis or pursuant to the

1 California Rules of Court;

2 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
3 subdivision (g), and any other statutory basis; and

4 4. For all such other and further relief as the Court may deem just and proper.
5

6 Dated: February 7, 2022

MAHONEY LAW GROUP, APC

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9 By:

10 Kevin Mahoney, Esq.
11 Robert Costa, Esq.
12 Attorneys for Plaintiff ELISHA HALL
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