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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ALEXIS BOBBITT, an individual, on behalf
of the State of California, as a private attorney
general, and on behalf of similarly aggrieved
employees,

Plaintiff,

v.

AURORA VISTA DEL MAR, LLC, a
California Limited Liability Company; and
DOES 1-50, inclusive,

Defendants.

CASE NO.:56-2022-00563179-CU-OE-VTA

**REPRESENTATIVE ACTION
COMPLAINT:**

(1) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Alexis Bobbitt (hereinafter “Plaintiff”) on behalf of herself, and all others similarly
2 aggrieved employees, hereby brings this PAGA Representative Action Complaint (“Complaint”)
3 against defendant Aurora Vista Del Mar, LLC, a California Limited Liability Company, and DOES
4 1 through 50, inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. This is a representative action brought pursuant to Labor Code § 2698 *et. seq.* on
8 behalf of the State of California and the group of aggrieved employees defined as follows: “All
9 individuals who are or were employed as hourly, non-exempt, employees by Defendants, or their
10 predecessors or merged entities, in the State of California from December 21, 2020, and continuing
11 to the present (“Aggrieved Employees).”

12 2. Plaintiff, on behalf of herself and all Aggrieved Employees presently or formerly
13 employed by Defendants during the liability period, brings this representative action pursuant to
14 Labor Code § 2699, *et seq.* seeking penalties for Defendants’ violation of California Labor Code §§
15 201-203, 204, 226, 226.7, 510, 516, 1194, 1174, 1197, and 1198 and all applicable IWC Wage
16 Orders.

17 3. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved
18 employees within the meaning of Labor Code §2699, *et seq.*

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

24 **VENUE**

25 4. Venue is proper in this judicial district pursuant to California Code of Civil
26 Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in
27 the County of Ventura. Defendants own, maintain offices, transact business, have an agent or agents
28 within the County of Ventura, and/or otherwise are found within the County of Ventura, and

1 Defendants are within the jurisdiction of this Court for purposes of service of process.

2 **PARTIES**

3 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
4 Plaintiff was and currently is, a California resident. During the one-year immediately preceding
5 Plaintiff giving PAGA Notice to the LWDA and within the statute of limitations periods applicable
6 to the cause of action pled herein, Defendants employed Plaintiff as an hourly non-exempt
7 employee.

8 6. Defendant Aurora Vista Del Mar, LLC is a California limited liability company with
9 its principal place of business in Ventura, California. Plaintiff is informed and believes, and based
10 thereon alleges, that during the one-year preceding Plaintiff's PAGA Notice to the LWDA and
11 continuing to the present, Defendants employed Plaintiff and other similarly aggrieved employees
12 within Ventura County and the State of California, and therefore, were (and are) doing business in
13 Ventura County and the State of California.

14 7. Plaintiff is informed and believed, and thereon alleges, that at all times mentioned
15 herein, Defendants were licensed to do business in California and County of Ventura and were the
16 employers of Plaintiff and the aggrieved employees.

17 8. Plaintiff does not know the true names or capacities, whether individual, partner, or
18 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
19 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
20 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
21 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
22 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
23 and proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful
24 employment practices, wrongs, injuries and damages complained of herein.

25 9. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
26 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

27 10. At all times herein mentioned, each of said Defendants participated in the doing of
28 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the

1 Defendants, and each of them, were the agents, servants, and employees of each and every one of
2 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were
3 acting within the course and scope of said agency and employment. Defendants, and each of them,
4 approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions
5 complained of herein.

6 11. At all times mentioned herein, Defendants, and each of them, were members of and
7 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
8 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
9 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
10 Aggrieved Employees.

11 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

12 12. Defendant Aurora Vista Del Mar, LLC, is an in-patient and outpatient behavioral
13 healthcare hospital headquartered in Ventura, California. Vista Del Mar provides acute care for
14 psychiatric emergencies, addiction treatment, PTSD support and care, and other psychiatric and
15 healthcare services.

16 13. Defendants employed Plaintiff as a non-exempt employee with the title of “Mental
17 Health Worker” starting January 11, 2021. Plaintiff was later promoted to a non-exempt nurse
18 position, which she held until on or about November 18, 2021.

19 14. Plaintiff and other non-exempt employees, including, but not limited to, mental
20 health workers, nurses, and all other non-exempt positions, were responsible for various aspects of
21 patient treatment and care. At all relevant times, Plaintiff alleges that other non-exempt employees
22 were subjected to the same policies, procedures, and practices, working conditions, and
23 corresponding wage and hour violations to which Plaintiff was subjected during her employment.

24 15. At all relevant times, Defendants have had a uniform policy/practice of manually
25 editing, shaving, and/or manipulating non-exempt employees’ time entries to reduce the reported
26 number of hours worked. This resulted in a failure to pay for all hours worked. Defendants used and
27 continue to use a mandatory policy and procedure that requires Plaintiff and other non-exempt
28 employees to clock in at the beginning of their work shift and clock out at the end of their work

1 shift. However, Defendants maintained uniformly failed to compensate Plaintiff and other non-
2 exempt employees the legal minimum wage for the time that they actually worked, due to
3 Defendants' policy/procedure of manually editing time entries.

4 16. Defendants' policy and procedure resulted in daily-uncompensated time during
5 which Plaintiff and other non-exempt employees were performing work tasks and were not paid a
6 legal minimum wage. Defendants' policies and procedures resulted in a failure to pay legal
7 minimum wages to Plaintiff and other non-exempt employees in violation of Labor Code §§ 1194,
8 1197, and applicable Wage Orders. Defendants' time editing policies and procedures also resulted
9 in a failure to pay overtime wages to Plaintiff and other non-exempt employees in violation of
10 Labor Code §§ 510, 1194, 1197, and applicable Wage Orders.

11 17. Next, at all relevant times, Plaintiff and other non-exempt employees were not
12 properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per
13 workday and/or forty (40) hours per workweek. While Plaintiff and other non-exempt employees
14 regularly worked overtime hours, they were not compensated at one and one-half times their regular
15 rate of pay because Defendants failed to include all forms of compensation, including but not
16 limited to, shift differentials, non-discretionary bonuses and other forms of non-hourly
17 compensation, when calculating the regular rate of pay used in overtime calculations.

18 18. Labor Code § 510 requires an employer to compensate an employee who works
19 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8)
20 hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular
21 rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less
22 than twice the regular rate of pay when an employee works more than twelve (12) hours in a
23 workday or more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3
24 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8)
25 hours in any workday or more than 40 hours in any workweek unless the employee receives one
26 and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in
27 the workweek.

1 19. By their policy of requiring non-exempt employees to work in excess of eight (8)
2 hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of
3 one-half their regular rate of pay, Defendants willfully violated the provisions of Labor Code § 510
4 and the applicable Wage Orders.

5 20. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were
6 denied 30-minute off-duty meal periods as mandated by California law. Due to staffing shortages,
7 which at times were as extreme as a single nurse overseeing an overwhelmingly number of
8 patients, Plaintiff and other non-exempt employees were unable to take compliant and timely meal
9 periods. Meal periods were also often interrupted by medical emergencies and/or special
10 requirements for treating patients. For shifts longer than 10 hours, Plaintiff and other non-exempt
11 employees were unable to take compliant and timely second meal periods before the end of the
12 tenth hour of work.

13 21. Defendants also failed to maintain a code-compliant mechanism for the payment of
14 meal period premium payments at the “regular rate of pay” as required by Labor Code § 226.7 and
15 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858. (“*Ferra*”).

16 22. As a result of Defendants’ unlawful meal period policies and practices, Plaintiff
17 seeks to recover on behalf of herself and all non-exempt employees, meal period premiums and
18 penalties. Consequently, Defendants has violated Labor Code §§ 226.7, 512 and applicable Wage
19 Orders.

20 23. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were
21 also not provided with 10 minutes of net rest period time for every 4 hours worked, or major
22 fraction thereof as mandated by California law. Specifically, in light of the stringent work demands
23 and staffing shortages imposed by Defendants, Plaintiff and other non-exempt employees were
24 often unable to take compliant rest periods of 10 minutes time for every 4 hours worked, or major
25 fraction thereof. On occasions when Plaintiff and other non-exempt employees worked more than
26 10.0 hours in a shift, Defendants failed to authorize and/or permit a third mandated rest period.
27 Finally, Plaintiff and other non-exempt employees were not provided rest period premiums at the
28 “regular rate of pay” for their missed or non-compliant rest breaks. Accordingly, due to Defendants’

1 uniform rest period policies/practices, Plaintiff and other non-exempt employees were also
2 regularly denied legally compliant rest periods in violation of Labor Code 226.7, 512, and
3 applicable Wage Orders.

4 24. Due to Defendants' unlawful rest period policies and practices, Plaintiff seeks to
5 recover on behalf of herself and all non-exempt employees rest period premiums and penalties.
6 Consequently, Defendants have violated Labor Code §§ 226.7, 512 and applicable Wage Orders.

7 25. As a result of Defendants' failure to pay for all hours non-exempt employees were
8 subject to the control of Defendants, failure to pay all overtime at the appropriate legal rate, and
9 failure to pay for all meal and rest period premiums at the "regular rate of pay," Defendants issued
10 wage statements which failed to accurately identify the gross wages earned, the total hours worked,
11 the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in
12 violation of Labor Code §226(a) (1, 2, 5, and 9).

13 26. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
14 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
15 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
16 each violation in a subsequent citation, for which the employer fails to provide the employee a
17 wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

18 27. Thus, for the violations of Labor Code section 226 described above, Plaintiff and
19 other non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants'
20 violations of Labor Code § 226(a). As such, the wage statements Defendants issued to Plaintiff and
21 other non-exempt employees are in violation of Labor Code § 226 (a). Consequently, because
22 Defendants failed to comply with Labor Code § 226(a) and applicable Wage Orders, Plaintiff and
23 other non-exempt employees would be entitled to recover penalties under Labor Code §§ 226(e).

24 28. Finally, as a result of Defendants' failure to pay all minimum and overtime wages,
25 and meal and rest period premiums at the "regular rate of pay", Defendants also failed and continue
26 to fail to pay Plaintiff and other non-exempt employees all wages owed at their time of separation
27 from employment in violation of Labor Code §§ 201-203 and applicable Wage Orders. Pursuant to
28 Labor Code §§ 201-202, an employer must provide non-exempt employees' wages at the time or

1 discharge or within up to seventy-two (72) hours of their resignation. Labor Code § 203 provides
2 “if an employer willfully fails to pay ... any wages of an employee who is discharged or who quits,
3 the wages of the employee shall continue as a penalty ...” for up to 30 days. Thus, non-exempt
4 employees would be entitled to recover penalties under Labor Code §§ 201-203.

5 26. Based on the foregoing, Plaintiff seeks to represent herself and all aggrieved
6 employees, as defined by Labor Code § 2699(c) in order to recover civil penalties paid directly to
7 Plaintiff and other aggrieved employees, as well as additional civil penalties as mandated by Labor
8 Code § 2699(f) and the California Court of Appeals in *Thurman v. Bayshore Management, Inc.*
9 (2012) 203 Ca. App. 4th 1112, 1147.

10 **FIRST CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 *(Plaintiff and Similarly Aggrieved Employees Against All Defendants)*

13 27. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
14 in the preceding paragraphs.

15 28. Defendants have committed several Labor Code violations against Plaintiff and other
16 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
17 Code § 2698 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings
18 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
19 similarly aggrieved employees, and the State of California according to proof pursuant to Labor
20 Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and \$200 for
21 each subsequent violation per employee per pay period for those violations of the Labor Code for
22 which no civil penalty is specifically provided based on the following Labor Code violations:

23 a. Failing to pay Plaintiff and other similarly aggrieved employees all earned minimum
24 and overtime wages in violation of Labor Code §§ 204, 210, 510, 1194, 1197, and 1198 *et seq.*;

25 b. Failing to provide Plaintiff and other similarly aggrieved employees with all of their
26 statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

27 c. Failing to authorize and permit Plaintiff and other similarly aggrieved employees
28 with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516.

1 c. Failing to furnish Plaintiff and other similarly aggrieved employees with complete,
2 accurate, itemized wage statements in violations of Labor Code § 226;

3 d. Failing to compensate Plaintiff and similarly aggrieved employees with all earnings
4 at their separation of employment in violation of Labor Code §§ 201-203; and

5 g. Failing to maintain accurate records on behalf of Plaintiff and similarly aggrieved
6 employees in violation of Labor Code § 1174.

7 29. On or about December 21, 2021, Plaintiff notified Defendant Aurora Vista Del Mar,
8 LLC via certified mail, and the California Labor and Workforce Development Agency (“LWDA”)
9 via its website of Defendant’s violations of the California Labor Code § 2698 *et. seq.* with respect
10 to violations of the California Labor Code identified in Paragraph 27 (a)-(g). Now that sixty-five
11 days have passed from Plaintiff notifying Defendant of these violations, Plaintiff has exhausted her
12 administrative requirements for bringing a claim under the Private Attorneys General Act with
13 respect to these violations.

14 30. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect her interests and the interests of other similarly aggrieved employees, and to assess and
16 collect the civil penalties owed by Defendants. Plaintiff has therefore incurred attorneys’ fees and
17 costs, which she is entitled to receive under California Labor Code § 2699.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment for herself and for all others on whose behalf
20 this suit is brought against Defendants, as follows:

21 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other similarly
22 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
23 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
24 subsequent violation per employee per pay period for those violations of the Labor Code for which
25 no civil penalty is specifically provided under the Labor Code;

26 2. On all causes of action, for attorneys’ fees and costs as provided by Labor Code
27 §§2698 *et seq.*, and Code of Civil Procedure §1021.5; and

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3. For such other and further relief, the Court may deem just and proper.

Dated: February 24, 2022

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