

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff

ELECTRONICALLY FILED
Merced Superior Court
7/6/2022 7:17 PM
Amanda Toste
Clerk of the Superior Court
By: Nengsy Moua, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

GUILLERMINA FUENTES, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

CASTLE FAMILY HEALTH CENTERS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22CV-02080

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff GUILLERMINA FUENTES (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Merced. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Merced. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Merced.

PARTIES

5. Plaintiff GUILLERMINA FUENTES is an individual residing in the State of California, County of Merced.

6. Defendant CASTLE FAMILY HEALTH CENTERS, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times

///

1 herein mentioned, an employer whose employees are engaged throughout the State of
2 California, including the County of Merced.

3 7. At all relevant times, CASTLE FAMILY HEALTH CENTERS, INC. was the
4 “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

5 8. At all times herein relevant, CASTLE FAMILY HEALTH CENTERS, INC.
6 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
7 employers, representatives, servants, employees, successors-in-interest, co-conspirators and
8 assigns, each of the other, and at all times relevant hereto were acting within the course and
9 scope of their authority as such agents, partners, joint venturers, representatives, servants,
10 employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged
11 herein were duly committed with the ratification, knowledge, permission, encouragement,
12 authorization and/or consent of each defendant designated as a DOE herein.

13 9. The true names and capacities, whether corporate, associate, individual or
14 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
15 said defendants by such fictitious names. Plaintiff is informed and believes, and based on
16 that information and belief alleges, that each of the defendants designated as a DOE is legally
17 responsible for the events and happenings referred to in this Complaint, and unlawfully
18 caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek
19 leave of court to amend this Complaint to show the true names and capacities when the same
20 have been ascertained.

21 10. CASTLE FAMILY HEALTH CENTERS, INC. and DOES 1 through 100 will
22 hereinafter collectively be referred to as “Defendants.”

23 11. Plaintiff further alleges that Defendants including the unknown defendants
24 identified as DOES, directly or indirectly controlled or affected the working conditions,
25 wages, working hours, and conditions of employment of Plaintiff and the other aggrieved
26 employees so as to make each of said Defendants employers and employers liable under the
27 statutory provisions set forth herein.

28 ///

PAGA ALLEGATIONS

12. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

13. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

14. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

15. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

16. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not

intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

17. On April 20, 2022, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant CASTLE FAMILY HEALTH CENTERS, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

18. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (hereinafter collectively referred to as the "other aggrieved employees").

20. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately March 2004 to approximately May 2021 in the State of California, County of Merced.

1 21. Defendants hired Plaintiff and the other aggrieved employees, and failed to
2 compensate them for all hours worked, missed meal periods or rest breaks.

3 22. Defendants had the authority to hire and terminate Plaintiff and the other
4 aggrieved employees, to set work rules and conditions governing Plaintiff's and the other
5 aggrieved employees' employment, and to supervise their daily employment activities.

6 23. Defendants exercised sufficient authority over the terms and conditions of
7 Plaintiff's and the other aggrieved employees' employment for them to be joint employers of
8 Plaintiff and the other aggrieved employees.

9 24. Defendants directly hired and paid wages and benefits to Plaintiff and the
10 other aggrieved employees.

11 25. Defendants continue to employ hourly-paid or non-exempt employees, within
12 the State of California.

13 26. Plaintiff and the other aggrieved employees worked over eight (8) hours in a
14 day, and/or forty (40) hours in a week during their employment with Defendants.

15 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
17 or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours
18 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
19 breaks in violation of California law.

20 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
22 receive certain wages for overtime compensation and that they were not receiving wages for
23 overtime compensation.

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 failed to provide Plaintiff and the other aggrieved employees the required rest and meal
26 periods during the relevant time period as required under the Industrial Welfare Commission
27 Wage Orders and thus they are entitled to any and all applicable penalties.

28 ///

1 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
3 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
4 aggrieved employee's regular rate of pay when a meal period was missed, and they did not
5 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
6 aggrieved employee's regular rate of pay when a meal period was missed.

7 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
10 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
11 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
12 aggrieved employees' regular rate of pay when a rest period was missed.

13 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
15 receive at least minimum wages for compensation and that they were not receiving at least
16 minimum wages for all hours worked.

17 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
19 receive all wages owed to them upon discharge or resignation, including overtime and
20 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
21 such wages owed to them at the time of their discharge.

22 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
24 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
25 employees did not receive payment of all wages, including overtime and minimum wages
26 and meal and rest period premiums, within any time permissible under California Labor
27 Code section 204.

28 ///

1 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
3 receive complete and accurate wage statements in accordance with California law, but, in
4 fact, they did not receive complete and accurate wage statements from Defendants. The
5 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
6 Plaintiff and the other aggrieved employees.

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Defendants had to keep complete and accurate payroll
9 records for Plaintiff and the other aggrieved employees in accordance with California law,
10 but, in fact, did not keep complete and accurate payroll records.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
13 reimbursement for necessary business-related expenses and costs.

14 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiff and the other
16 aggrieved employees pursuant to California law, and that Defendants had the financial ability
17 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
18 falsely represented to Plaintiff and the other aggrieved employees that they were properly
19 denied wages, all in order to increase Defendants' profits.

20 39. At all material times set forth herein, Defendants failed to pay overtime wages
21 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
22 were required to work more than eight (8) hours per day and/or forty (40) hours per week
23 without overtime compensation.

24 40. At all material times set forth herein, Defendants failed to provide
25 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

26 41. At all material times set forth herein, Defendants failed to pay Plaintiff and the
27 other aggrieved employees at least minimum wages for all hours worked.

28 ///

52. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

53. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

54. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

55. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

56. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

57. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

58. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

59. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

60. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

61. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

62. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per

- 1 pay period for the initial violation, and one hundred dollars (\$100) for
2 each aggrieved employee per pay period for each subsequent violation;
3 c. Penalties under California Labor Code section 210 in addition to, and
4 entirely independent and apart from, any other penalty provided in the
5 California Labor Code in the amount of a hundred dollars (\$100) for
6 each aggrieved employee per pay period for the initial violation, and two
7 hundred dollars (\$200) for each aggrieved employee per pay period for
8 each subsequent violation; and
9 d. Any and all additional penalties and sums as provided by the California
10 Labor Code and/or other statutes.

11 63. Pursuant to California Labor Code section 2699(i), civil penalties recovered
12 by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the
13 Labor and Workforce Development Agency for the enforcement of labor laws and education
14 of employers and employees about their rights and responsibilities and twenty-five percent
15 (25%) to the aggrieved employees.

16 64. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
17 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
18 applicable statute.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the
21 California Private Attorneys General Act, requests a trial by jury.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees
24 pursuant to the Private Attorneys General Act, prays for relief and judgment against
25 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

26 **As to the First Cause of Action**

27 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g)
28 and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
2 2802; and

3 2. For such other and further relief as the Court may deem equitable and
4 appropriate.

5
6 DATED: July 6, 2022

LAWYERS for JUSTICE, PC

7
8 By: 
9 Edwin Aiwarzian
10 Attorneys for Plaintiff

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28