

FILED
Superior Court Of California,
Sacramento
06/22/2022
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By _____, Deputy
Case Number:
34-2022-00322243

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Attorneys for Plaintiff and Aggrieved Employees

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

PETER RUBOCZKI, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SIERRA HEALTH AND WELLNESS
CENTERS LLC, a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.:

**REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

**(1) VIOLATION OF CAL. LABOR CODE §
2698, ET SEQ.**

BY FAX

DEMAND OVER \$25,000.00

1 Plaintiff Peter Ruboczki (“Plaintiff”) hereby submits this Representative Action
2 Complaint (“Complaint”) against Defendant Sierra Health and Wellness Centers LLC, and Does
3 1 through 50 (hereinafter collectively referred to as “Defendants”) on behalf of himself and other
4 aggrieved current and former exempt employees of Defendant for penalties for violation of the
5 California Labor Code, including without limitation, failure to pay earned wages in a timely
6 manner, as follows:

7 **INTRODUCTION**

8 1. This complaint is within the Court’s jurisdiction under California Labor Code §§
9 204 and 2698, *et seq.*

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees in Defendants’ failure to pay earned wages in a timely
15 manner.

16 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 have engaged in, among other things a system of willful violations of the California Labor Code,
18 by creating and maintaining policies, practices and customs that knowingly deny employees the
19 above stated rights and benefits.

20 **JURISDICTION AND VENUE**

21 5. The Court has jurisdiction over the violations of California Labor Code §§ 204
22 and 2698, *et seq.*

23 6. Venue is proper in Sacramento County because Defendants are located in
24 Sacramento County, and Plaintiff was employed by Defendants in Sacramento County.

25 **PARTIES**

26 7. Plaintiff was employed by Defendants as a Certified Nurse Assistant-Medication
27 Technician from about August 30, 2021, to on or about March 23, 2022. Throughout Plaintiff’s
28 employment with Defendant, Plaintiff worked as an hourly, non-exempt employee.

1 8. Plaintiff is informed and believes and based thereon alleges that Sierra Health and
2 Wellness Centers LLC was and is a California limited liability company that does business in
3 California, including in Sacramento County, as an addiction recovery center.

4 9. Plaintiff is informed and believes and based thereon alleges that at all times herein
5 mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and
6 partnerships, licensed to do business and actually doing business in the State of California. As
7 such, and based upon all the facts and circumstances incident to Defendants' business,
8 Defendants are subject to California Labor Code §§ 204 and 2698, *et seq.*

9 10. Plaintiff does not know the true names or capacities, whether individual, partner
10 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
11 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
12 complaint when the true names and capacities are known. Plaintiff is informed and believes and
13 based thereon alleges that each of said fictitious defendants was responsible in some way for the
14 matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to
15 the illegal employment practices, wrongs and injuries complained of herein.

16 11. At all times herein mentioned, each of said defendants participated in the doing of
17 the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each of the other
19 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
20 acting within the course and scope of said agency and employment.

21 12. Plaintiff is informed and believes, and based thereon alleges, that at all times
22 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
23 joint venturer of, or working in concert with each of the other co-Defendants and was acting
24 within the course and scope of such agency, employment, joint venture, or concerted activity. To
25 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
26 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
27 Defendants.

28 13. At all times herein mentioned, Defendants, and each of them, were members of,

1 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
2 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

3 14. At all times herein mentioned, the acts and omissions of various Defendants, and
4 each of them, concurred and contributed to the various acts and omissions of each and all of the
5 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
6 herein mentioned, Defendants, and each of them, ratified each and every act or omission
7 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
8 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
9 damages as herein alleged.

10 **PAGA ALLEGATIONS**

11 15. **Definition:** The named individual Plaintiff seeks penalties pursuant to PAGA on
12 behalf of the following aggrieved employees (which shall be collectively referred to as the
13 “Aggrieved Employees”):

- 14 a. All current and former employees of Defendants in the State of California
15 who were paid wages by Defendants at any time from April 18, 2021, to the
16 present..

17 16. Defendants uniformly administered a corporate policy, practice of failing to
18 timely pay wages to its employees in violation of Labor Code § 204.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

21 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES** 22 **AGAINST ALL DEFENDANTS)**

23 17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 18. Defendants failed in their affirmative obligation to timely pay wages to their
26 employees. Defendants, as a matter of policy and practice, paid their employees in a manner that
27 renders them subject to the timing requirements of Labor Code § 204(d).

28 19. Pursuant to Labor Code § 204(d), all earned wages by such employees must be

1 paid out by the seventh (7th) day following the closing of the pay period. As a pattern and
2 practice, Defendants had a consistent policy of paying the wages of its employees beyond
3 following the time limits as allowed pursuant to Labor Code § 204. For example, the wages
4 earned during the pay period of December 5, 2021, through December 18, 2021, were not paid
5 until December 27, 2021, which is nine days after the end of the pay period.

6 20. On or about April 18, 2022, Plaintiff sent written notice to the California Labor &
7 Workforce Development Agency (“LWDA”) of Defendants’ violation of Labor Code § 204,
8 pursuant to Labor Code § 2698, *et seq.*, the Private Attorney General Act (“PAGA”). To date,
9 the LWDA has not responded to Plaintiff’s written notice.

10 21. As such, pursuant to Labor Code § 2699, the Plaintiff seeks recovery of any and
11 all applicable civil penalties for Defendants’ violation of Labor Code § 204, for the time period
12 described above, on behalf of himself and other Aggrieved Employees.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
15 this suit is brought against Defendants, jointly and severally, as follows:

16 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
17 Labor Code § 2698, *et seq.*, Labor Code § 210, and for costs and attorneys’ fees;

18 2. For attorneys’ fees and costs as provided by California Labor Code § 2699, and
19 Code of Civil Procedure § 1021.5; and

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

21
22 DATED: June 22, 2022

DIVERSITY LAW GROUP, P.C.

23
24 By: 

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Attorneys for Plaintiff and the Aggrieved
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26 Employees
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