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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
05/06/2025
By: P. Russell Deputy

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

HANAH WEBBER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PROHEALTH HOME CARE, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **25CV011032**

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000.0

1 Plaintiff Hanah Webber ("Plaintiff") hereby submits this PAGA Representative Action
2 Complaint ("Complaint") against Defendant ProHealth Home Care, Inc. and Does 1 through 50
3 (collectively, "Defendants"), on behalf of herself and all other aggrieved employees of
4 Defendants for penalties pursuant to the Private Attorneys General Act, Labor Code § 2698, *et*
5 *seq.* ("PAGA"), for Defendants' violations of the California Labor Code, as follows:

6 **INTRODUCTION**

7 1. This action is within the Court's jurisdiction under California Labor Code §§ 201-
8 204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable
9 Wage Orders of the California Industrial Welfare Commission ("IWC").

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code and the applicable IWC Wage Orders, against employees
12 of Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to: (a) properly pay all earned wages; (b)
16 properly pay minimum and overtime wages for all hours worked; (c) provide proper meal and
17 rest breaks; (d) provide paid rest/recovery periods; (e) reimburse business expenses; and (f)
18 provide accurate itemized wage statements.

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

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over the violations of the California Labor Code §§
25 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the
26 applicable Wage Orders.

27 6. Venue is proper in Sacramento County because Plaintiff worked for Defendants
28 in Sacramento County.

PARTIES

7. Plaintiff began employment with Defendants as an LVN Hospice Routine Nurse on or about August 14, 2023. Plaintiff travels to various locations throughout the State of California to perform her duties.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable IWC Wage Orders.

9. Plaintiff is informed and believes, and based thereon alleges, that ProHealth Home Care, Inc. was and is a California corporation that provides home health care services in the State of California.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code and the UCL.

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

12. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the

1 course and scope of said agency and employment.

2 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
4 joint venturer of, or working in concert with each of the other co-Defendants and was acting
5 within the course and scope of such agency, employment, joint venture, or concerted activity. To
6 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
7 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
8 Defendants.

9 14. At all times herein mentioned, Defendants, and each of them, were members of,
10 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
11 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

12 15. At all times herein mentioned, the acts and omissions of various Defendants, and
13 each of them, concurred and contributed to the various acts and omissions of each and all of the
14 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
15 herein mentioned, Defendants, and each of them, ratified each and every act or omission
16 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
17 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
18 damages as herein alleged.

19 **FIRST CAUSE OF ACTION**

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

21 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

24 17. Plaintiff brings this cause of action as a proxy for the State of California and in
25 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
26 from January 31, 2024, through the present, for Defendants' violations of Labor Code §§ 201-
27 204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, arising from Defendants' policy and
28 practice of: (a) failing to pay all minimum wages owed, in violation of Labor Code §§ 201-204,

226.2, 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all overtime wages owed, in violation of Labor Code §§ 201-204, 226.2, 510, 558, and 1194; (c) failing to provide proper rest breaks, in violation of Labor Code §§ 201-203, 226.2, and 226.7; (d) failing to provide proper meal breaks, in violation of Labor Code §§ 201-203, 226.2, 226.7, and 512; (e) failing to pay for rest/recovery periods for piece rate employees, in violation of Labor Code §§ 201-203 and 226.2; (f) failing to reimburse all business expenses, in violation of Labor Code § 2802; (g) failing to provide accurate, itemized wage statements, in violation of Labor Code §§ 226 and 226.2; and (h) failing to pay all wages owed at separation of employment in violation of Labor Code §§ 201-203.

18. With respect to Defendants' violations of Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197, and 1197.1, employers are required to pay employees for all regular hours worked, including rest and recovery periods and other nonproductive time.

19. As a pattern and practice, Defendants suffered and permitted Plaintiff and Aggrieved Employees to work without payment of minimum, regular, and overtime wages for all hours worked in a workday and workweek. Plaintiff and Aggrieved Employees were not paid for all hours worked. Specifically, Defendants also paid Plaintiff and Aggrieved Employees on a piece-rate basis, and did not pay for time spent on non-productive tasks or provide paid rest periods. As a result, Plaintiff and Aggrieved Employees were consistently underpaid for all hours worked.

20. With respect to Defendants' overtime violations, Plaintiff alleges a violation of the PAGA based on Labor Code §§ 201-204, 226.2, 510, 558, and 1194, which require employers to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or forty hours in a workweek.

21. As a pattern and practice, Defendant suffered and permitted Plaintiff and Aggrieved Employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. Specifically, Defendants paid Plaintiff and Aggrieved Employees on a piece-rate basis, and did not pay for time spent on non-productive tasks. Plaintiff and Aggrieved Employees also worked overtime hours on each shift without payment for

1 overtime wages. As a result, Plaintiff and Aggrieved Employees were consistently underpaid for
2 all hours worked.

3 22. As a pattern and practice, Defendants suffered and permitted Plaintiff and
4 Aggrieved Employees to work without payment of minimum, regular, and overtime wages for all
5 hours worked in a workday and workweek. Plaintiff and Aggrieved Employees were not paid for
6 all hours worked. Specifically, Defendants also paid Plaintiff and Aggrieved Employees on a
7 piece-rate basis, and did not pay for time spent on non-productive tasks or provide paid rest
8 periods. As a result, Plaintiff and Aggrieved Employees were consistently underpaid for all hours
9 worked.

10 23. With respect to Defendants' rest break violations, Plaintiff alleges a violation of
11 the PAGA based on Labor Code §§ 201-203, 226.2, and 226.7. Specifically, Defendants require
12 Plaintiff and Aggrieved Employees to remain on duty and respond to any calls throughout the
13 entire shift, including during breaks. Defendants however failed to pay premium compensation
14 for each rest period Plaintiff and Aggrieved Employees missed. Additionally, Defendants also
15 paid Plaintiff and Aggrieved Employees on a piece-rate basis, but did not provide paid rest
16 periods. As a result, any duty-free rest breaks Plaintiff and Aggrieved Employees may have
17 taken were not compensated.

18 24. Similarly, for the meal break violations, Plaintiff alleges a violation of the PAGA
19 based on Labor Code §§ 201-203, 226.2, 226.7, and 512. As a pattern and practice, Defendants
20 regularly required Plaintiff and Aggrieved Employees to work through their meal periods
21 without proper compensation and denied Plaintiff and Aggrieved Employees the right to take
22 proper meal periods as required by law. Defendants however failed to pay premium
23 compensation for each meal period Plaintiff and Aggrieved Employees missed.

24 25. For the expense reimbursement violations, Plaintiff alleges that Defendants
25 regularly failed to reimburse and indemnify Plaintiff and Aggrieved Employees for business
26 expenses necessary for the discharge of their duties. Specifically, Defendants failed to pay
27 Plaintiff and Aggrieved Employees for work-related expenses, including without limitation, the
28 costs and expenses incurred when traveling for work. This is a violation of Labor Code § 2802.

26. Additionally, Plaintiff alleges wage statement violations under Labor Code §§ 226 and 226.2. Here, as a result of the violations alleged herein, the wage statements provided to Plaintiff and Aggrieved Employees displayed inaccurate rates of pay, number of hours worked, total hours worked, piece rates, number of pieces worked, and gross and net wages earned.

27. Plaintiff and Aggrieved Employees were also paid on a piece-rate basis. As such, the wage statements should have reflected accurate applicable rates of pay, number of hours worked, total hours worked, piece rate units earned and applicable rates, and gross and net wages earned, pursuant to Labor Code § 226. However, the wage statements provided to Plaintiff and other Aggrieved Employees paid on a piece-rate basis failed to identify such information in violation of Section 226.

28. Lastly, as a result of the violations above, Defendants have violated Labor Code §§ 201-203 by failing to pay all wages owed to Aggrieved Employees who have separated from employment.

29. On or about January 31, 2025, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1 pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent her notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

30. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations provided for in the written notice.

31. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 2201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

1. WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1 2. Upon the First Cause of Action, for the full amount of penalties pursuant to the
2 PAGA, California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

3 3. For attorneys' fees and costs as provided by California Labor Code § 218.5 and
4 2699, and Code of Civil Procedure § 1021.5; and

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

6
7 DATED: May 6, 2025

DIVERSITY LAW GROUP, P.C.

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9 By: 

10 Larry W. Lee
11 Kwanporn "Mai" Tulyathan
12 Attorneys for Plaintiff and the Aggrieved
13 Employees
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