

FILED
Superior Court Of California,
Sacramento
10/03/2022
Hatters
By..... Deputy
Case Number:
34-2022-00327719

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

AUSHARA LOVE, 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 VIOLATION OF LABOR CODE § 2698,
ET. SEQ.**

DEMAND OVER \$25,000.00

BY FAX

1 Plaintiff Aushara Love ("Plaintiff") hereby submits this Representative Action Complaint
2 ("Complaint") against Defendant Sierra Health and Wellness Centers LLC, a California limited
3 liability company, and Does 1 through 50 (collectively, "Defendants") on behalf of herself and
4 other Aggrieved Employees of Defendant, for penalties under the California Labor Code as
5 follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court's jurisdiction under California
8 Labor Code §§ 201–203, 226(a), 226.7, 510, 512, 558, 1174, 1198, 1199, 2802 and 2698, *et seq.*,
9 and the applicable Wage Orders of the Industrial and Welfare Commission (the "IWC").

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 by failing to pay minimum, regular, and overtime wages
15 for all hours worked, failing to provide complete and accurate itemized wage statements, failing
16 to provide duty-free rest and meal periods to Plaintiff and aggrieved employees, and failing to
17 reimburse for required training courses.

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

22 5. The policies, practices and customs of defendants described above and below
23 have resulted in unjust enrichment of Defendants and an unfair business advantage over
24 businesses that routinely adhere to the strictures of the California Labor Code.

25 **JURISDICTION AND VENUE**

26 6. The Court has jurisdiction over the violations of California Labor Code §§ 201–
27 203, 226(a), 226.7, 510, 512, 558, 1174, 1198, 1199, 2802 and 2698, *et seq.*

28 7. Venue is proper because Defendants do business in Sacramento County and

1 Plaintiff worked for Defendants in Sacramento County, specifically in Sacramento, California.

2 **PARTIES**

3 8. Plaintiff was employed by Defendants as a Certified Nurse Assistant from about
4 December 19, 2021, until on or about April 15, 2022. Throughout her employment with
5 Defendants, Plaintiff was employed as an hourly, non-exempt employee.

6 9. Plaintiff was and is the victim of the policies, practices, and customs of
7 Defendants complained of in this action in ways that have deprived them of the rights guaranteed
8 by California Labor Code §§ 201–203, 226(a), 226.7, 510, 512, 558, 1174, 1198, 1199, 2802, and
9 2698, *et seq.*

10 10. Plaintiff is informed and believes, and based thereon alleges, that Sierra Health
11 and Wellness Centers is behavioral health and rehab centers. Plaintiff is informed and believes,
12 and based thereon alleges, that Defendant operates and maintains business locations and facilities
13 across the State of California, including facilities in Sacramento, California.

14 11. Plaintiff is informed and believes and thereon alleges that at all times herein
15 mentioned Defendants and Does 1 through 50, are and were corporations, business entities,
16 individuals, and partnerships, licensed to do business and actually doing business in the State of
17 California. As such, and based upon all the facts and circumstances incident to Defendants'
18 business, Defendants are subject to California Labor Code §§ 226, 226.7, and 512, *et seq.*

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

27 13. At all times herein mentioned, each of said Defendants participated in the doing
28 of 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 of the other
2 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.

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

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

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

21 **FIRST CAUSE OF ACTION**

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

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

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

27 18. Plaintiff brings this cause of action as a proxy for the State of California and in
28 this capacity, seeks penalties on behalf of all Aggrieved Employees from July 29, 2021, through

1 the present, for Defendant's violations of Labor Code sections 201-203, 226.7, 512, 1174, 1198
2 and 1997 and sections 7 and 11 of the applicable IWC Wage Order, arising from Defendant's
3 policy and practice of: (a) failing to provide accurate, itemized wage statements; (b) failing to
4 pay meal and rest period premium at the regular rate of pay; and (c) failing to reimburse for
5 work related expenses.

6 19. On or about July 29, 2022, Plaintiff sent written notice to the California Labor &
7 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections
8 201-203, 226.7, 512, 1174, 1198 and 1997 and sections 7 and 11 of the applicable IWC Wage
9 Order, pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act
10 ("PAGA"). To date, the LWDA has not responded to Plaintiff's written notices.

11 20. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
12 and all applicable civil penalties for Defendant's violation of Labor Code sections 201-203,
13 226.7, 512, 1174, 1198 and 1997 and sections 7 and 11 of the applicable IWC Wage Order for
14 the time period described above, on behalf of herself and other Aggrieved Employees.

15 **PRAYER FOR RELIEF**

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

18 1. On the First Cause of Action, for civil penalties and/or damages pursuant to
19 California Labor Code § 2698, *et seq.*, and for interest, costs and attorneys' fees;

20 2. On all causes of action, for attorneys' fees and costs as provided by California
21 Labor Code section 2698 *et seq.* and Code of Civil Procedure section 1021.5; and

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

23 DATED: October 3, 2022

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24
25 By: 

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