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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JUAN HERNANDEZ ORTEGA,

Plaintiff,

v.

CARENETLA, INC., and DOES 1-50,  
inclusive,

Defendants.

Case No.: **22STCV23911****CLASS ACTION****COMPLAINT FOR DAMAGES**

1. Failure to Pay All Wages, Including Overtime Wages (Labor Code § 1194);
2. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
4. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203);
5. Failure to Keep Accurate Payroll Records (Labor Code § 1174, 226 (A), (E));
6. Failure to Reimburse Employees for Necessary Business Expenditures (Labor Code § 2802(A)); and
7. Unfair Business Practices (Bus. Prof. Code Section 17200 et. seq.)

**DEMAND FOR JURY TRIAL**

1 Plaintiff JUAN HERNANDEZ ORTEGA (“Plaintiff” or “Mr. Ortega”) on behalf of  
2 himself and all others similarly situated, complains and alleges on information and belief, as  
3 follows:

#### 4 **INTRODUCTION**

5 1. This is a class action brought on behalf of Plaintiff and the class he seeks to  
6 represent (“Plaintiff Class”) pursuant to California Code of Civil Procedure section 382. Plaintiff  
7 Class consists of all non-exempt, hourly-paid employees currently and/or formerly employed by  
8 Defendant CARENETLA, INC. is a California corporation operating in good standing in  
9 California, (“Defendant”) during the Class Period. The term “Class Period” is defined as four (4)  
10 years prior to the filing of this complaint through the date of certification. Plaintiff reserves the  
11 right to amend this complaint to reflect a different “Class Period” or “Plaintiff Class” as further  
12 discovery is conducted.

13 2. Plaintiff individually and on behalf of the class he seeks to represent, seeks relief  
14 against Defendant for Defendant’s practices of violating the applicable wage orders, the  
15 applicable Code of Regulations, and California Labor Codes, including: (1) failure to pay all  
16 wages, including minimum wages; (2) failure to provide rest periods; (3) failure to provide meal  
17 periods; (4) failure to timely pay wages at separation; (5) failure to keep accurate payroll records;  
18 (6) failure to reimburse employees for necessary business expenditures; and (7) unfair business  
19 practices as set forth more fully herein. These violations concern current and past employees of  
20 Defendant.

21 3. Defendant CARENETLA, INC. is, and was, a California corporation, during the  
22 Class Period. Defendant CARENETLA, INC. does and did business in the State of California,  
23 and maintains and operate multiple locations throughout California. Plaintiff and proposed  
24 Plaintiff Class are employees who seek wages that Defendant has failed and/or refused to pay,  
25 including refusing to pay all wages at termination to employees, including Plaintiff.

26 4. At all relevant times herein, Defendant has consistently maintained and enforced  
27 against Plaintiff and the Plaintiff Class the following unlawful policies and practices: (a) willfully  
28 refusing to pay Plaintiff and Plaintiff Class for all hours worked, including overtime and double

1 wages; (b) willfully refusing to permit Plaintiff and Plaintiff Class from taking meal and/or rest  
2 periods; (c) willfully refusing to compensate Plaintiff and certain members of the Plaintiff Class  
3 all wages due and owing at the time Plaintiff and Plaintiff Class's employment with Defendant  
4 ended; (d) willfully refusing to furnish to Plaintiff and Plaintiff Class with accurate itemized wage  
5 statements upon payment of wages; and (e) willfully refusing to reimburse Plaintiff and Plaintiff  
6 Class for necessary business expenditures.

7 5. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief  
8 against Defendants, and each of them, on behalf of Plaintiff, individually, and on behalf of all  
9 aggrieved and similarly-situated employees to recover, among other things, unpaid wages and  
10 benefits, interest, penalties, liquidated damages, attorney's fees, and costs pursuant to California  
11 Labor Code sections 201, 202, 203, 204, 226, subdivision (a), 226.3, 226.7, 512, 1174, 1174.5,  
12 1194, 1194.2, 1198, and 2802, California Code of Civil Procedure 1021.5, and provisions of IWC  
13 Wage Order 5. Plaintiff reserves the right to name additional representatives throughout the State  
14 of California.

#### 15 **JURISDICTION AND VENUE**

16 6. Venue is proper in this judicial district and the County of Los Angeles, pursuant  
17 to Code of Civil Procedure section 395, because Defendant CARENETLA, INC. maintains its  
18 office locations and transact business in this county, the obligations and liability arise in this  
19 county, and work was performed by Plaintiff and Plaintiff Class made the subject of this action  
20 in the County of Los Angeles.

21 7. Defendant CARENETLA, INC. employs Plaintiff and numerous Class Members  
22 within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff  
23 and the Class Members.

24 8. The California Superior Court has jurisdiction in the matter because the individual  
25 claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold  
26 and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court  
27 and, upon information and belief, Plaintiff and Defendant is a resident of and/or domiciled in the  
28 State of California. Further, there is no federal question at issue as the issues herein is based solely

1 on California Statutes and law including the California Labor Code, Industrial Welfare  
2 Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions  
3 Code. Thus, the above-entitled court maintains appropriate jurisdiction to hear this matter.

#### 4 **THE PARTIES**

##### 5 **Plaintiff**

6 9. Plaintiff was employed by the Defendant from on or around April 17, 2018 as a  
7 caregiver. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt  
8 hourly position, and was entitled to compensation for all hours worked, as well as penalties from  
9 Defendant.

##### 10 **Defendant**

11 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
12 CARENETLA, INC. is a caregiving company that operates in the state of California. On  
13 information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business  
14 in good standing in California, at all times herein mentioned, has regularly conducted business  
15 throughout the State of California.

16 11. On information and belief, Defendant CARENETLA, INC. is, and was, the  
17 employer for Plaintiff and Plaintiff Class.

18 12. Plaintiff is ignorant of the true names, capacities, relationships, and extent of  
19 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,  
20 inclusive, but on information and belief alleges that said Defendants are legally responsible for  
21 the payment of wages, and the payment of rest and meal period compensation, to Plaintiff and  
22 Plaintiff Class by virtue of their unlawful practices, and therefore sues these Defendants by such  
23 fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the  
24 DOE Defendants when ascertained.

25 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
26 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
27 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant  
28 are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as

1 the employer and/or joint employer of Plaintiff and Plaintiff Class.

2 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
3 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,  
4 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned  
5 below was acting, at least in part, within the course and scope of that authority as such agent,  
6 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with  
7 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant  
8 are legally attributable to the other Defendants.

9 15. Plaintiff is informed and believes, and based thereon alleges, that each of the  
10 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal,  
11 joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint  
12 employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within  
13 the course and scope of such employment and agency, with the express and implied permission,  
14 consent and knowledge, approval and/or ratification of the other Defendants. The above co-  
15 Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved,  
16 authorized, and/or ratified the unlawful acts described herein.

17 **GENERAL ALLEGATIONS**

18 16. Plaintiff and the Plaintiff Class are, and at all times relevant herein have been, non-  
19 exempt employees within the meaning of the California Labor Code and the implementing rules  
20 and regulations of IWC California Wage Orders.

21 17. Plaintiff is informed and believes, and based thereon alleges, that Defendant's  
22 policies and practices described herein are common across each of Defendant's locations within  
23 the State of California.

24 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
25 instituted a policy and practice against its employees wherein overtime wages due were not paid  
26 in compliance with California law. Specifically, Defendant failed to compensate Plaintiff and  
27 Plaintiff Class for all hours worked in violation of California law, including overtime and double  
28 time compensation. Defendant's policy resulted in failure to pay all overtime hours for all work

1 performed by Plaintiff and Plaintiff Class.

2 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant had  
3 a policy and/or practice of rounding the hours worked by Plaintiff and Plaintiff Class, which  
4 systematically undercompensated Plaintiff and Plaintiff Class.

5 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant was  
6 required to provide Plaintiff and Plaintiff Class with a work-free, thirty (30) minute meal period  
7 within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty  
8 (30) minute meal period within the tenth hour of a shift for workdays in excess of ten (10) hours,  
9 in compliance with Labor Code section 512. Specifically, Defendant never allowed Plaintiff and  
10 Plaintiff Class to take their meal periods. Defendant routinely denied Plaintiff and Plaintiff Class  
11 a full, thirty (30) minute off-duty meal period when they worked in excess of six (6) hours within  
12 the first five (5) hours of their shifts and a second meal period when they worked in excess of ten  
13 (10) hours. As a result of Defendant's unlawful policy and practice, Plaintiff and Class Members  
14 did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff and  
15 Plaintiff Class's regular rate of pay when they did not receive a timely, uninterrupted 30 minute  
16 off-duty meal period.

17 21. Additionally, Defendant was obligated to provide Plaintiff and Plaintiff Class with  
18 a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day.  
19 Defendant prevented Plaintiff and Plaintiff Class from taking their full rest breaks throughout  
20 their shifts. Specifically, Plaintiff and Plaintiff Class were regularly required to skip rest periods  
21 to tend to client's needs. Plaintiff and Class Members did not receive all paid rest periods or  
22 payment of one (1) additional hour of pay at Plaintiff's' and Plaintiff Class's regular rate of pay  
23 when a paid rest period was missed, shortened or interrupted.

24 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
25 or should have known that Plaintiff and Plaintiff Class were entitled to receive itemized wage  
26 statements that accurately showed their actual hours worked, total hours worked, number of hours  
27 worked at each hourly rate, gross and net wages earned, premium wages earned per pay period,  
28 and the name and address of the legal entity that is the employer in accordance with California

1 law. In violation of the Labor Code, Plaintiff and Class Members were not provided with accurate  
2 itemized wage statements that accurately reported their gross and net wages earned, total hours  
3 worked, premium wages earned, and each applicable rate of pay in effect during the pay period  
4 with the corresponding number of hours worked, among other things.

5 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
6 or should have known that Plaintiff and certain Plaintiff Class were entitled to timely payment of  
7 wages due upon separation of employment. In violation of the Labor Code, Plaintiff Class did not  
8 receive payment of all overtime wages due, among other things, within permissible time periods,  
9 upon separation of employment.

10 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
11 or should have known that Plaintiff and Plaintiff Class were entitled to receive business  
12 reimbursements for necessary expenditures incurred in connection with the performance and  
13 execution of their job duties. In violation of the Labor Code, Defendant required Plaintiff and  
14 Plaintiff Class to use of their vehicles to take clients to appointments and use their cellphones to  
15 clock in and out and communicate with Defendant, without reimbursement.

16 25. For at least four years prior to the filing of this action and through to the present,  
17 Plaintiff alleges that Defendant consistently maintained and enforced the following unlawful  
18 practices and policies against its employees, in violation of California state wage and hour laws.

- 19 a. Defendant had a consistent policy of not paying Plaintiff and Plaintiff Class  
20 for all hours worked;
- 21 b. Defendant had a consistent policy of requiring Plaintiff Class within the State  
22 of California, including Plaintiff, to work at least five (5) hours without a  
23 lawful meal period and work at least ten (10) hours without a second meal  
24 period, and failing to pay such employees one (1) hour of pay at the employees'  
25 regular rate of compensation for each workday that the meal period was not  
26 provided, all in violation of, among others, Labor Code sections 201, 202,  
27 226.7, 512, and applicable Industrial Welfare Commission Wage Orders, in  
28 one or more of the following manners;

- 1 i. employees were required to work through their daily meal period(s), or  
2 work an unlawful “on-duty meal period;”
- 3 ii. employees were restricted in their ability to take an uninterrupted meal  
4 period; and
- 5 c. Defendant had a consistent policy of failing to provide Plaintiff Class within  
6 the State of California, including Plaintiff, rest periods of at least (10) minutes  
7 per four (4) hours worked or major fraction thereof and failing to pay such  
8 employees one (1) hour of pay at the employees’ regular rate of compensation  
9 for each workday that the rest period is not provided, as required by California  
10 state wage and hour laws, in one or more of the following manners:
- 11 i. employees were required to work without being provided a minimum  
12 ten-minute rest period for every four hours, or major fraction thereof,  
13 worked and were not compensated with one hour of pay at their regular  
14 rate of pay for each workday that a rest period was not provided; and
- 15 ii. employees were neither permitted nor authorized to take lawful rest  
16 periods.
- 17 d. With respect to the Plaintiff Class who either were discharged, laid off, or  
18 resigned, Defendant failed to pay them in accordance with the requirements of  
19 Labor Code sections 201, 202, and 203;
- 20 e. Defendant failed to institute policies and procedures that ensured accurate  
21 recording of all hours Plaintiff and Plaintiff Class worked during the class  
22 period;
- 23 f. Defendant instituted policies and procedures that offset the necessary costs of  
24 doing business on its employees. Plaintiff and Plaintiff class were required to  
25 use their own vehicles, and use their personal cellphones. Defendant failed to  
26 reimburse Plaintiff and Plaintiff’s Class for the cost of use of their personal  
27 vehicles and use of their cellphones. Defendant required Plaintiff and Plaintiff  
28

1 class to take on the burden of these expenses without reimbursement in  
2 violation of Labor Code section 2802.

3 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
4 willfully failed to pay Plaintiff Class all wages earned, including compensation for missed meal  
5 and rest periods, in a timely manner upon or after termination of their employment with  
6 Defendant.

7 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
8 currently employs, and during the relevant liability period has employed hundreds of employees  
9 in the State of California in non-exempt positions.

10 28. At relevant times herein, Plaintiff and the Plaintiff Class were employed by  
11 Defendant in non-exempt hourly positions.

12 29. On information and belief, Plaintiff alleges that Defendant's actions as described  
13 throughout this complaint were willful.

14 30. On information and belief, Plaintiff alleges that Defendant willfully failed to pay  
15 the legal wages, failed to provide legal rest and meal periods, and willfully failed to pay one  
16 hour's wages in lieu of rest and meal periods, when each such employee quit or was discharged.

17 31. Plaintiff, on behalf of himself and all other Plaintiff Class, brings this action  
18 pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1174, 1194, and  
19 2802, California Business and Professions Code section 17200 et seq., and Code of Regulations,  
20 Title 8, section 11000 et seq., seeking unpaid wages, unpaid rest and meal period compensation,  
21 penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and costs.

22 32. Defendant has failed to comply with Labor Code section 226, subdivision (a) by  
23 itemizing in wage statements all deductions from payment of wages and accurately reporting total  
24 hours worked by Plaintiff and the Plaintiff Class. Plaintiff and Plaintiff Class are therefore entitled  
25 to penalties not to exceed four thousand dollars (\$4,000.00) for each employee pursuant to Labor  
26 Code section 226, subdivision (b).

27 33. Defendant has failed to comply with section 7 of the California IWC Wage Orders  
28 by failing to maintain time records showing when the employee begins and ends each work

1 period, meal periods, wages earned pursuant to Labor Code section 226.7, and total daily hours  
2 worked by itemizing in wage statements all deductions from payment of wages and accurately  
3 reporting total hours worked by the Plaintiff Class.

4 34. Plaintiff, on behalf of himself and Class Members, pursuant to Business and  
5 Professions Code sections 17200-17208, also seeks injunctive relief and restitution for the unfair,  
6 unlawful, or fraudulent practices alleged in this complaint.

7 **CLASS ALLEGATIONS**

8 35. Plaintiff brings this action on behalf of himself and all others similarly situated as  
9 a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to  
10 represent Classes composed of and defined as follows:

- 11 a. All persons who are employed or have been employed by Defendant in the  
12 State of California as non-exempt, hourly-paid employees, and who, within the  
13 four years of the filing of this class action complaint to the present, who work,  
14 have worked, and/or have separated their employment from Defendant as non-  
15 exempt employees that were not paid their full and complete wages as a result  
16 of Defendant's failure to pay overtime and double time wages;
- 17 b. All persons who are employed or have been employed by Defendant as non-  
18 exempt, hourly-paid employees who, within the four years prior to the filing  
19 of this Class Action Complaint to the present, have worked as non-exempt  
20 employees and have not been provided a meal period for every five hours or  
21 major fraction thereof worked per day, and were not provided one hour's pay  
22 for each day on which such meal period was not provided;
- 23 c. All persons who are employed or have been employed by Defendant in the  
24 State of California as non-exempt, hourly-paid employees, and who, within the  
25 four years prior to the filing of this Class Action Complaint to the present, have  
26 worked as non-exempt employees and have not been provided a rest period for  
27 every four hours or major fraction thereof worked per day, and were not  
28

provided compensation of one hour's pay for each day on which such rest period was not provided;

d. All persons who have been employed by Defendant in the State of California as non-exempt, hourly-paid employees who, within the four years prior to the filing of this Class Action Complaint to the present, separated their employment from Defendants and have not been paid wages pursuant to Labor Code section 203 and are owed restitution for waiting time penalties deriving from such wages;

e. All persons who are employed or have been employed by Defendant in the State of California as non-exempt, hourly-paid employees, and who, within the one year prior to the filing of this class action complaint to the present, have worked as non-exempt employees and were not provided an accurate payroll record as required under Labor Code section 226 and Labor Code section 1174;

f. All persons who are employed or have been employed by Defendant in the State of California as non-exempt, hourly-paid employees, and who, within the four years of the filing of this Class Action Complaint to the present, have worked and were not reimbursed for necessary business expenditures incurred as a result of performing their work for Defendants pursuant to Labor Code section 2802.

36. Plaintiff reserves the right under rule 3.764 of the California Rules of Court, to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

37. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

**A. Numerosity**

38. The potential members of each Class defined herein are so numerous that joinder

1 of all the members of the Class is impracticable. While the precise number of Plaintiff Class has  
2 not been determined at this time, Plaintiff is informed and believes that Defendant currently  
3 employs, and during the relevant time period employed, hundreds of employees in positions as  
4 Defendant's non-exempt employees in California, who are or have been affected by Defendant's  
5 unlawful practices as alleged herein.

6 39. Accounting for employee turnover during the relevant periods necessarily  
7 increases this number substantially. Upon information and belief, Plaintiff alleges Defendant's  
8 employment records would provide information as to the number and location of all employees  
9 within the Plaintiff Class. Joinder of all members of the proposed Classes is not practicable.

10 **B. Commonality**

11 40. Common questions of law and fact predominate over any questions affecting only  
12 individual Class Members. These common questions of law and fact include, without limitation:

- 13 a. Whether Plaintiff and Plaintiff Class are entitled to regular wages from  
14 Defendant under applicable IWC Wage Orders, regulations and statutes for  
15 hours worked but not paid;
- 16 b. Whether Defendant violated Labor Code sections 226.7 and 512, section 10 of  
17 the IWC Wage Orders, and Code of Regulations, Title 8, section 11000 et seq.  
18 by failing to provide a lawful meal period to non-exempt employees within the  
19 first five hours of their shifts on days they worked in excess of six (6) hours  
20 and by failing to compensate said employees one hour's wages in lieu of meal  
21 periods;
- 22 c. Whether Defendant violated Labor Code section 226.7, section 11 of the IWC  
23 Wage Orders, and Cal. Code Regs., Title 8, section 11000 et seq. by failing to  
24 provide daily rest periods to non-exempt employees for every four hours or  
25 major fraction thereof worked and by failing to compensate said employees  
26 one hour's wages in lieu of rest periods;
- 27 d. Whether Defendant violated sections 201, 202, and 203 of the Labor Code by  
28 failing to pay all earned wages and/or premium wages or return unlawfully

deducted wages due and owing at the time that any person in the Plaintiff Class employment with Defendants terminated, voluntarily or involuntarily;

- e. Whether Defendant failed to keep accurate payroll records and provide accurate itemized paystubs in violation of Labor Code section 1174, 226 (A), (E);
- f. Whether Defendant failed to Reimburse Employees for Necessary Business Expenditures in violation of Labor Code section 2802, subdivision (A);
- g. Whether Defendants violated section 17200 et seq. of the Business and Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 512, 1194, 1199, 1174, and applicable IWC Wage Orders, which violation constitutes a violation of fundamental public policy; and
- h. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business and Professions Code section 17200 et seq.

41. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and the Plaintiff Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

### **C. Adequacy of Representation**

42. Plaintiff will fairly and adequately represent and protect the interests of the Plaintiff Class. Counsel is competent and experienced in litigating employment class actions.

43. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all each person in the Plaintiff Class is not practicable, and questions of law and fact common to each Class predominate over any questions affecting only individual members of the Class. Each member of the Plaintiff Class has been damaged and is entitled to recovery by reason of Defendant's unlawful policies and practices alleged in the complaint.

44. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this

1 action that would preclude its maintenance as a class action.

2 **FIRST CAUSE OF ACTION**

3 **Failure to Pay All Wages**

4 **(Plaintiff and Plaintiff Class Against Defendant)**

5 45. Plaintiff incorporates all previous paragraphs of this complaint as though fully set  
6 forth herein.

7 46. Plaintiff alleges that, Defendant CARENETLA, INC. maintained, and has  
8 maintained throughout the Class Period, a consistent policy and practice of failing to pay wages,  
9 including overtime and double time wages due for hours actually worked.

10 47. Plaintiff alleges that Defendant CARENETLA, INC. maintained, and have  
11 maintained throughout the Class Period, a consistent policy of failing to pay its employees for all  
12 hours worked. Specifically, Defendant maintained a policy of failing to record all hours Plaintiff  
13 and Plaintiff Class worked and failing to pay for all hours worked at the appropriate rate of pay.

14 48. As a result of Defendant's unlawful acts, Plaintiff and Plaintiff Class have been  
15 deprived of overtime and double time wages, and compensation in amounts to be determined at  
16 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'  
17 fees, and costs, pursuant to Labor Code sections 1194 and 1199.

18 49. Defendant willfully violated the Labor Code with respect to meeting the  
19 requirements of paying all wages earned, including overtime and double time wage, as alleged  
20 herein.

21 50. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of  
22 the unpaid wages resulting from Defendant's overtime and double time wage violations including  
23 interest thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to  
24 the fullest extent permissible including those permitted pursuant to Labor Code sections 1194 and  
25 1194.2 and Code of Civil Procedure section 1021.5 and/or any other statute.

26 51. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and  
27 below.

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1 Labor Code 226.7, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5.

2 61. WHEREFORE, Plaintiff and Class Members request relief as described herein and  
3 below. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth  
4 herein.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Provide Meal Periods**

7 **(Plaintiff and Plaintiff Class Against Defendant)**

8 62. Plaintiff incorporates all previous paragraphs of this complaint as though fully set  
9 forth herein.

10 63. Labor Code sections 226.7 and 512 provide that no employer shall employ any  
11 person for a work period of more than five (5) hours without providing a meal period of not less  
12 than thirty (30) minutes or employ any person for a work period of more than ten (10) hours  
13 without a second (2<sup>nd</sup>) meal period of not less than thirty (30) minutes.

14 64. Labor Code section 226.7 provides that if an employer fails to provide an  
15 employee a meal period in accordance with this section, the employer shall pay the employee one  
16 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal  
17 period is not provided in accordance with this section.

18 65. Defendant maintains, and has maintained throughout the Class Period, a policy  
19 and practice of failing to provide lawful work-free meal periods to Plaintiff and Plaintiff Class,  
20 for the days on which non-exempt employees work periods in excess of six (6) hours or a second  
21 meal period when employees work exceeds ten (10) hours. Plaintiff and Plaintiff Class were  
22 routinely denied the opportunity to be completely relieved of all work duties for a 30-minute meal  
23 periods as a result of Defendant's policy to not provide employees with meal periods. Defendant  
24 failed to provide Plaintiff and Plaintiff Class with compensation for their missed meal periods.

25 66. Plaintiff and Plaintiff Class did not voluntarily or willfully waive meal periods.

26 67. At all times relevant hereto, the Defendant, failed to provide Plaintiff and Plaintiff  
27 Class similarly a compliant duty-free meal period as required by Labor Code sections 226.7 and  
28 512.

68. By virtue of the Defendant's unlawful failure to provide meal periods to Plaintiff and Plaintiff Class, Plaintiff and the Plaintiff Class have been deprived of compliant meal periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the Labor Code sections 226.7 and 512, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5, and/or any other statute.

69. WHEREFORE, Plaintiff and Class Members request relief as described herein and below.

#### FOURTH CAUSE OF ACTION

### Failure to Timely Pay Wages at Separation

**(Plaintiff and Plaintiff Class Against Defendant)**

70. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

71. During the relevant time period, Plaintiff and formerly employed members of the Plaintiff Class resigned or were terminated from their positions with Defendant. Defendant, however, willfully did not pay Plaintiff and Plaintiff Class all wages which were due them upon their separation of employment immediately upon termination or within seventy-two (72) hours of their resignation as required by Labor Code section 202, subdivision (a). Defendant failed to pay Plaintiff and Plaintiff Class all minimum wages due which were earned throughout their employment. Defendant also failed to pay premium wages for times Plaintiff and Class Members were not provided meal and/or rest breaks.

72. Under Labor Code sections 201, 202, and 203, Plaintiff and Plaintiff Class are entitled to waiting time penalties for not having been paid all wages due them upon their separation from employment.

73. Plaintiff and Plaintiff Class who terminated employment within four years of the filing of the original Complaint until the date of entry of judgment, without being paid the proper payments are entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

1           74.     WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein  
2 and below.

3                                   **FIFTH CAUSE OF ACTION**

4                                   **Failure to Provide Accurate Itemized Wage Statements**

5                                   **(Plaintiff and Plaintiff Class Against Defendant)**

6           75.     Plaintiff incorporates by reference and realleges all previous paragraphs of this  
7 complaint as though fully set forth herein.

8           76.     Labor Code section 1174, subdivision (d), requires an employer to keep at a central  
9 location in California or at the plant or establishment at which the employee is employed, payroll  
10 records showing the hours worked daily, and the wages paid to, each employee. Labor Code  
11 section 226, subdivision (a) requires an employer to provide employees—either as a detachable  
12 part of the check, draft, or voucher paying the employee’s wages, or separately when wages are  
13 paid by personal check or cash—an accurate itemized wage statement in writing.

14          77.     Labor Code section 226, subdivision (e) provides that if an employer knowingly  
15 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,  
16 the total hours worked by the employee and the applicable hourly overtime rates, causing the  
17 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty  
18 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent  
19 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that  
20 Defendant willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

21          78.     IWC Wage Orders require that every employer shall keep accurate information  
22 with respect to each employee, including time records showing when each employee begins and  
23 ends each work periods, the total daily hours worked by each employee and the total hours worked  
24 in each payroll period, and applicable rates of pay. Plaintiff alleges that Defendants willfully and  
25 intentionally failed to make and/or keep records which accurately reflect the hours worked by  
26 Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendant’s records do not  
27 accurately reflect where Plaintiff and Plaintiff Class worked during their meal and/or rest breaks.

28          79.     Plaintiff is informed and believes that Defendant’s failure to keep accurate payroll

1 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,  
2 subdivision (a), and the applicable wage order.

3 80. Plaintiff is informed and believes that Defendant's failure to keep and maintain  
4 accurate records and information, as described above, was willful, and Plaintiff and the Plaintiff  
5 Class are entitled to statutory penalties pursuant to Labor Code sections 226 and 1174.5.

6 81. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and  
7 below.

### 8 **SIXTH CAUSE OF ACTION**

#### 9 **Failure to Reimburse Employees for Necessary Business Expenditures**

#### 10 **(Plaintiff and Plaintiff Class Against Defendant)**

11 82. Plaintiff realleges and incorporates by reference all preceding paragraphs of this  
12 complaint as though fully set forth herein.

13 83. Under California Labor Code section 2802, subdivision (a), an employer is legally  
14 to reimburse its employees for necessary business expenditures incurred as a result of performing  
15 their work.

16 84. California Labor Code section 2802 states, "An employer shall indemnify his or  
17 his employee for all necessary expenditures or losses incurred by the employee in direct  
18 consequence of the discharge of his or his duties..."

19 85. Defendant failed to reimburse Plaintiff and Plaintiff Class for necessary business  
20 expenditures, specifically the cost of using their personal vehicles for work responsibilities and  
21 the cost of using their personal cell phone for work responsibilities.

22 86. Defendant knowingly, willingly and intentionally attempted to offset the cost of  
23 doing business on the Plaintiff and Plaintiff Class.

24 87. Defendant has and/or had a practice and policy of requiring Plaintiff and Plaintiff  
25 Class to shoulder the burden of Defendant's cost of doing business by failing to reimburse  
26 Plaintiff and Plaintiff Class for necessary business expenditures. Defendant failed to reimburse  
27 Plaintiff and Plaintiff Class the cost of using their personal vehicles for work responsibilities and  
28 the cost of using their personal cell phone which are required in their employment. Defendant

1 failed to reimbursement Plaintiff and Plaintiff Class for these expenditures incurred in carrying  
2 out their job duties by Plaintiff and Plaintiff Class under Defendant's policy.

3 88. Accordingly, Plaintiff and Plaintiff Class are entitled to an award of "necessary  
4 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's  
5 fees and interest.

6 89. WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein  
7 and below.

8 **SEVENTH CAUSE OF ACTION**

9 **VIOLATION OF UNFAIR COMPETITION LAW/UNFAIR-UNLAWFUL BUSINESS**  
10 **PRACTICES**

11 **(Plaintiff and Plaintiff Class Against Defendant)**

12 90. Plaintiff realleges and incorporates by reference all preceding paragraphs of this  
13 complaint as though fully set forth herein.

14 91. Plaintiff brings this claim individually and on behalf of Class Members.

15 92. Business and Professions Code section 17204 allows "any person who has suffered  
16 injury in fact and has lost money or property as a result of such unfair competition" to prosecute  
17 a civil action for violation of the UCL.

18 93. Labor Code section 90.5, subdivision (a), states it is the public policy of California  
19 to vigorously enforce minimum labor standards in order to ensure employees are not required to  
20 work under substandard and unlawful conditions, and to protect employers who comply with the  
21 law from those who attempt to gain competitive advantage at the expense of their workers by  
22 failing to comply with minimum labor standards.

23 94. Beginning at an exact date unknown to Plaintiff, but at least since the date four  
24 years prior to the filing of this suit, Defendant has committed acts of unfair competition as defined  
25 by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business  
26 practices and acts described in this complaint including but not limited to violations of Labor  
27 Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, and 2802 as well  
28 as other statutes.

1           95. The violations of these laws and regulations, as well as of the fundamental  
2 California public policies protecting workers, serve as unlawful predicate acts and practices for  
3 purposes of Business and Professions Code sections 17200 et seq.

4           96. As a result of these actions, Plaintiff, on information and belief, alleges that  
5 Defendant is able to unfairly compete with other comparable companies in the State of California  
6 in violation of Business and Professions Code sections 17000 et seq. and 17200 et seq. Due to  
7 these unlawful, unfair and/or fraudulent business practices, Defendant has gained a competitive  
8 advantage over other comparable companies doing business in the State of California.

9           97. Plaintiff's success in this action will enforce important rights affecting the public  
10 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf  
11 of himself.

12           98. Business and Professions Code section 17203 provides that a court may make such  
13 orders or judgments as may be necessary to prevent the use or employment by any person of any  
14 practice which constitutes unfair competition.

15           99. Business and Professions Code section 17203 provides that the Court may restore  
16 to any person in interest any money or property that may have been acquired by means of such  
17 unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to Business  
18 and Professions Code section 17203 for wages and payments unlawfully withheld from  
19 employees, including the fair value of the meal and rest periods and other losses alleged herein,  
20 during the four-year period prior to the filing of this complaint. All remedies are cumulative  
21 pursuant to Business and Professions Code section 17205.

22           100. Business and Professions Code section 17202 provides: "Notwithstanding section  
23 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,  
24 forfeiture, or penal law in a case of unfair competition." Plaintiff and Plaintiff Class are entitled  
25 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and  
26 Professions Code section 17202.

27           101. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is  
28 a financial burden involved in pursuing this action. This action is seeking to vindicate a public

1 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to  
2 pay attorney's fees from the recovery in this action. Attorney's fees are appropriate pursuant to  
3 Code of Civil Procedure section 1021.5 and otherwise

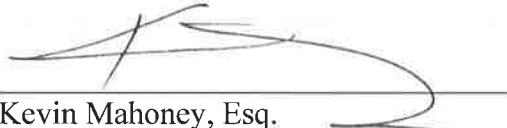
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

- 6 1. That the Court determine that this action may be maintained as a class action;
- 7 2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
- 8 3. That the attorneys of record for Plaintiff whose name appears in this complaint be  
9 appointed class counsel;
- 10 4. For compensatory damages in an amount according to proof with interest thereon;
- 11 5. For economic and/or special damages in an amount according to proof with interest  
12 thereon;
- 13 6. For penalties to the extent permitted pursuant to the Labor Code, Orders of the  
14 Industrial Welfare Commission, including, but not limited to, waiting time penalties  
15 under Labor Code section 203, and penalties under Labor Code sections 226,  
16 subdivision (e), 226.3, 210, 226.7, and 1174.5;
- 17 7. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194  
18 and other applicable provisions of law outside the Labor Code; and
- 19 8. For such other and further relief as the Court deems just and proper.

20  
21 Dated: July 25, 2022

**MAHONEY LAW GROUP, APC**

22  
23 

Kevin Mahoney, Esq.

John A. Young, Esq.

Tayler Pattillo, Esq.

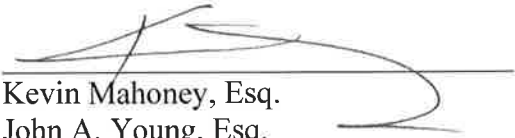
24 Attorneys for Plaintiff JUAN HERNANDEZ  
25 ORTEGA as an individual, and on behalf of all  
26 employees similarly situated  
27  
28

**DEMAND FOR JURY TRIAL**

Plaintiff JUAN HERNANDEZ ORTEGA hereby demands a jury trial on all issues so triable.

Dated: July 25, 2022

**MAHONEY LAW GROUP, APC**



Kevin Mahoney, Esq.  
John A. Young, Esq.  
Tayler Pattillo, Esq.  
Attorneys for Plaintiff JUAN HERNANDEZ  
ORTEGA as an individual, and on behalf of all  
employees similarly situated

# **EXHIBIT A**



Kevin Mahoney, Esq.  
(562) 590-5550 phone  
(562) 590-8400 facsimile  
[kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)

July 25, 2022

**LWDA Online Submission**

LABOR AND WORKFORCE DEVELOPMENT AGENCY  
<http://dir.tfaforms.net/308>

**VIA CERTIFIED MAIL # 7021 0950 0000 9825 3867**

**Return Receipt Requested**

CareNetLA, Inc.  
600 Deep Valley Drive  
Rolling Hills Estates, CA 90274

**VIA CERTIFIED MAIL # 7021 0950 0000 9825 3874**

**Return Receipt Requested**

Agent Edward Francis Devitt  
29 Santa Isabel  
Rancho Santa Margarita, CA 92688

*Re: Hernandez-Ortega v. CareNetLA, Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; *CareNetLA, Inc.*

From: Juan Hernandez Ortega, as a designated Private Attorney General, pursuant to the Private Attorney General Act.

**Factual Statement**

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Juan Hernandez Ortega ("Mr. Hernandez Ortega" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of state of California as a Private Attorney General.

### **Theories of Labor Code Violations and Remedies**

*CareNetLA, Inc.*, (hereinafter “*CareNetLA*” or “Employer”) is a California corporation that operates in-home caregiving services in California. Mr. Hernandez Ortega began his employment with Employer on or around April 17, 2018 as a non-exempt, hourly caregiver.

Mr. Hernandez Ortega alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1174, 1194 and 2802, by failing to pay Mr. Hernandez Ortega and all other aggrieved employees all wages owed, including overtime and double time, failing to provide meal and rest breaks, failing to provide accurate wage statements and maintain accurate payroll records, failing to timely pay wages at separation from employment, and failing to reimburse for necessary business expenditures. Mr. Hernandez Ortega and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

#### **A. Employer failed to pay Mr. Hernandez Ortega and other aggrieved employees for all hours worked, in accordance with California law**

Employer failed to pay Mr. Hernandez Ortega and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). The Employer had a policy and/or practice of rounding the hours worked by employees, which systematically undercompensated employees. See’s *Candy Shops, Inc. v. Superior Court*, (2012) 210 Cal.App.4th 889. Mr. Hernandez Ortega contends that Employer imposed on employees a time “rounding policy” which was not fair and neutral and which resulted in failure to compensate employees properly for all time actually worked.

#### **B. Employer failed to provide Mr. Hernandez Ortega and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.**

Mr. Hernandez Ortega alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work. Mr. Hernandez Ortega alleges that he and other aggrieved employees routinely did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4<sup>th</sup> 1004, 1041-42.). Mr. Hernandez Ortega and other aggrieved employees, never received meal or rest periods and were forced to skip their meal periods approximately every shift.

Due to the nature of their work, employees were forced to skip or work through their meal and rest periods in compliance with California law, employees did not receive regularly scheduled meal and rest breaks.

When employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed meal and periods. Mr. Hernandez Ortega alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

**C. Employer failed to provide Mr. Hernandez Ortega and other aggrieved employees compliant wage statements**

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Mr. Hernandez Ortega and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

**D. Employer failed to provide Mr. Hernandez Ortega and other aggrieved employees pay all wages owed at the time their employment ended**

Pursuant to California Labor Code sections 201-203, employers are required to pay all earned and unpaid wages immediately upon termination by the employer and within 72 hours if the employee resigns. At the time of employees' separation from employment, they were entitled to wages for the time worked during the rest breaks or the premiums paid in lieu of missed/interrupted breaks. However, Employer failed to pay such wages within 72 hours of the end of employees' employment.

**E. Employer failed to reimburse Mr. Hernandez Ortega and other aggrieved employees for necessary business expenditures**

Here, Mr. Hernandez Ortega and aggrieved employees were forced to shoulder the burden Employer's cost of doing business by purchasing, washing and maintaining scrubs, using their personal phones, and using their personal vehicles without reimbursement. Employees were not reimbursed by Employer for said necessary expenditures. Due to the abovementioned, Employer failed to reimburse Mr. Hernandez Ortega and aggrieved employees for necessary business expenditures.

**F. Reservation of Rights**

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Hernandez Ortega becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Hernandez Ortega expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

LABOR AND WORKFORCE DEVELOPMENT AGENCY

July 25, 2022

Page 4 of 4

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC  
Kevin Mahoney, Esq.  
249 E. Ocean Blvd., Suite 814  
Long Beach, CA 90802  
Tel: (562) 590-5550  
Email: [kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)

Sincerely,

Kevin Mahoney, Esq.  
**MAHONEY LAW GROUP, APC**