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13 **SUPERIOR COURT OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF RIVERSIDE**
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16 ASHELY MCCORD, individually, and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs. DEVELOPMENTAL CLIENT CARE
20 INDUSTRIES, INC., and DOES 1 through
21 100, inclusive,

22 Defendants.
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CASE NO.

REPRESENTATIVE COMPLAINT FOR
CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEY GENERAL ACT, CALIFORNIA
LABOR CODE SECTIONS 2698, ET SEQ.

1 Plaintiff ASHLEY MCCORD, as an individual and on behalf of all other aggrieved
2 employees, alleges as follows:

3 PARTIES, VENUE AND JURISDICTION

4 1. Plaintiff ASHLEY MCCORD (hereafter “MCCORD” or “Plaintiff”) is an
5 individual residing and domiciled in the State of California, and in the County of Riverside.

6 2. Defendant DEVELOPMENTAL CLIENT CARE INDUSTRIES, INC. (hereafter
7 “DCCI”) is a California corporation duly licensed to conduct business in the State of California.

8 3. Plaintiff is unaware of the names and capacities of those defendants sued as DOES
9 1 through 100 but will amend this complaint when that information becomes known. Plaintiff is
10 informed and believes and thereon alleges that, at all relevant times, each of the defendants,
11 including the DOE defendants, was the officer, director, employee, agent, representative, alter
12 ego, or co-conspirator of each of the other defendants, and in engaging in the conduct alleged
13 herein, was acting in the course and scope of, and in furtherance of, such relationship.

14 4. At all relevant times, defendant DCCI and Does 1 through 100 (collectively
15 “Defendants”) employed Plaintiff as a caregiver.

16 5. This court possesses original subject matter jurisdiction over this matter because
17 the amount of civil penalties at issue are within the jurisdictional limits of the Superior Court of
18 the State of California.

19 6. This court has personal jurisdiction over the Defendants because they either are
20 residents of the State of California, transact a substantial amount of business in the State of
21 California, and have transacted substantial business in the State of California related to the subject
22 matter of this action.

23 7. Venue is proper under California Government Code Section 12965(b) and
24 California Code of Civil Procedure Section 395 because one or more of the Defendants reside,
25 can be found in, or engaged in wrongful acts related to the subject matter of this action, and
26 otherwise conducted or are conducting business in the County of Riverside, and Defendants
27 maintained and administered records relevant to the unlawful practices alleged herein in the
28 County of Riverside.

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1 gross wages earned, net wages earned, and applicable hourly pay rates and the number of
2 hours worked at each pay rate. For the same reasons, DCCI failed to maintain accurate
3 records of all wages paid to Plaintiff and other aggrieved employees, as required by the
4 Labor Code.

5 13. Because DCCI failed to pay Plaintiff and other aggrieved employees who no
6 longer are employed by DCCI the required premium wage for working split shifts, it also
7 failed to pay them all wages due and owing upon termination of employment within the time
8 frames mandated by the Labor Code.

9 FIRST CAUSE OF ACTION

10 (Recovery of Civil Penalties Under Private Attorney General Act)

11 14. Plaintiff incorporates paragraphs 1 through 13 of this complaint as if fully
12 alleged herein.

13 15. During the period beginning one year period preceding the filing of the initial
14 complaint in this action, Defendants violated Labor Code Sections Labor Code Sections 201-
15 203, 210, 226, 226.3, 512, 558, 1174, Wage Order 5, and all applicable Wage Orders. These
16 violations subject Defendants to civil penalties as set forth in the foregoing statutes as well as
17 Labor Code Section 2699, as alleged in more detail below.

18 16. Specifically, Defendants committed the following violations of the Labor Code
19 and applicable Wage Order:

20 17. Split Shift Premiums. Under the Labor Code and Wage Order 5, if an employee
21 works a “split shift,” the employee must receive an additional one hour of pay at the applicable
22 minimum wage, in addition to the minimum wage for that work day. A split shift is defined as a
23 work schedule that is interrupted by non-paid, non-working periods established by the employer,
24 other than bona fide rest or meal periods.

25 18. While employed by DCCI, Plaintiff and other aggrieved employees regularly
26 worked split shifts but did not receive the required premium wage, in violation of the Labor Code
27 and Work Orders.

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1 19. Late Payment of Wages. Under Labor Code Section 204, employers must pay
2 employees all wages due for each pay period no later than 10 days after the close of the pay
3 period if wages are paid bi-monthly, and within 7 days of the close of the pay period if wages
4 are paid bi-weekly.

5 20. DCCI regularly paid Plaintiff and other aggrieved employees their wages 13
6 days after the close of each pay period, in violation of the Labor Code.

7 21. Pay Stub Violations. Labor Code Section 226(a) provides that, upon paying an
8 employee his or her wages, the employer must furnish the employee with an itemized
9 statement in writing showing, inter alia, gross wages earned, total hours worked by the
10 employee, net wages earned, and all applicable hourly rates in effect during the pay period
11 and the corresponding number of hours worked at each hourly rate by the employee.

12 22. Due to DCCI's failure to pay required split shift premiums, Plaintiff and other
13 aggrieved employees did not receive wage statements that properly stated gross wages
14 earned, net wages earned, or all applicable wage rates and the number of hours worked at
15 each rate, all in violation of the Labor Code.

16 23. Failure to Maintain Accurate Pay Records. Under Labor Code Section 1174,
17 employers must maintain accurate records of all wages paid to employees, as well as all
18 hours worked by their employees.

19 24. Due to DCCI's failure to pay required split shift premiums, it failed to
20 maintain accurate records of wages paid to, and hours worked by, Plaintiff and other
21 aggrieved employees, in violation of the Labor Code.

22 25. Failure to Pay All Wages Due at Termination/Resignation. Upon termination
23 of employment, California law requires employers to pay employees all unpaid wages due and
24 owing within the time frames set forth in Labor Code Sections 201, et seq.

25 26. Because DCCI failed to pay Plaintiff and other aggrieved employees who no
26 longer are employed with DCCI the required premium pay for working split shifts, DCCI
27 failed to pay those employees all wages due at the time their employment ended, in violation
28 of Labor Code Sections 201 and 202. Plaintiff and other aggrieved employees who no longer

1 are employed with DCCI thus are owed full wages at the daily rate until fully paid but not
2 more than 30 days pursuant to Labor Code Section 203. Labor Code Section 2699,
3 subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself/herself and
4 other current or former employees, to bring a civil action to recover civil penalties against all
5 defendants pursuant to the procedures specified in Labor Code Sections 2699.3 and 2699.5.

6 27. Plaintiff complied with the procedures for bringing suit specified in Labor
7 Code Sections 2699.3 and 2699.5. By letter dated and postmarked June 1, 2016, Plaintiff
8 gave written notice by certified mail to the LWDA and to all Defendants of the specific
9 provisions of the Labor Code and Wage Orders allegedly violated, including the facts and
10 theories to support the alleged violations. Defendants failed to cure and provide notice within
11 33 days as required by the statute.

12 28. Under Labor Code Section 2699.3, the LWDA must give written notice by
13 certified mail to the parties it intends to investigate the alleged violations within 33 days of the
14 date of the complainant's written notice. As of July 4, 2016, the LWDA has not provided the
15 parties any notice of its intention to investigate Plaintiff's claims on behalf of himself and
16 other aggrieved employees. As of July 4, 2016, Defendants have not responded to Plaintiff's
17 PAGA notices in an attempt to cure.

18 29. As alleged herein, Defendants violated Labor Code Sections Labor Code
19 Sections 201-203, 210, 226, 226.3, 512, 558, 1174, Wage Order 5, and all applicable Wage
20 Orders. These violations subject Defendants to civil penalties as set forth in the foregoing
21 statutes, which Plaintiff seeks on her behalf and on behalf of other aggrieved employees.
22 Plaintiff seeks civil penalties in the amounts set forth in each statute allegedly violated or, for all
23 statutes that lack a specified penalty, Plaintiff seeks default penalties as provided by Labor
24 Code Section 2699.

25 30. Under Labor Code section 2699(g), Plaintiff is entitled to an award of
26 reasonable attorney's fees and costs in connection with his claims for civil penalties.

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1. For civil penalties as permitted by Labor Code Sections 2698, et seq.;
2. For reasonable attorney's fees and costs of suit; and
5. For such other and further relief as the Court deems just and proper.

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