

MAR 16 2023

FILED

03/16/2023

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF VENTURA**

11 TANAE JOHNSON, on behalf of herself and
12 all others similarly situated,

13 Plaintiff,

14 vs.

15 24 HOUR HOMECARE LLC., a California
16 limited liability company; and DOES 1
17 through 50,

18 Defendants.

Case No.: 2023CUOE006965

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, et seq.)**

UNLIMITED CIVIL CASE

1 Plaintiff Tanae Johnson (“Plaintiff”), on behalf of herself, the State of California, and
2 other aggrieved employees, hereby brings this Representative Action Complaint (“Complaint”)
3 against 24 Hour Homecare, LLC, a California limited liability company; and DOES 1 through
4 50, (collectively, “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself, all other aggrieved employees, and the State of
7 California, hereby brings this Complaint for recovery of civil penalties under the Private
8 Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”). The monetary damages that
9 Plaintiff seeks exceed this Court’s jurisdictional minimum.

10 **VENUE**

11 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
12 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
13 County of Ventura. Defendants own and/or maintain offices, transact business, have agent(s)
14 within the County of Ventura, employ aggrieved employees in the County of Ventura, and/or
15 otherwise are found within the County of Ventura, and Defendants are within the jurisdiction of
16 this Court for purposes of service of process.

17 **PARTIES**

18 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
19 Plaintiff was and currently is, a California resident. Plaintiff was employed by Defendants within
20 the statute of limitations periods applicable to each cause of action pled herein.

21 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute
22 of limitations periods applicable to this action through the present, Defendants did (and continue
23 to do) business as a homecare services provider and employed Plaintiff and/or other aggrieved
24 employees within, among other counties, Ventura County, and the state of California and,
25 therefore, were (and are) doing business in Ventura County and the State of California.

26 5. Plaintiff does not know the true names or capacities, whether individual, partner,
27 or corporate, of the defendants sued herein as DOES 1 to 50, and for that reason, said defendants
28 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this

1 Complaint when such true names and capacities are discovered. Plaintiff is informed and believes,
2 and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or
3 corporate, were responsible in some manner for the acts and omissions alleged herein, and
4 proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful
5 employment practices, wrongs, injuries and damages complained of herein.

6 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
7 herein, Defendants were and are the employers of Plaintiff and the other aggrieved employees.

8 7. At all times herein mentioned, each of said Defendants participated in the doing
9 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
10 Defendants, and each of them, were the agents, servants, and employees of each and every one of
11 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
12 were acting within the course and scope of said agency and employment. Defendants, and each
13 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
14 omissions complained of herein.

15 8. At all times mentioned herein, Defendants, and each of them, were members of
16 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
17 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
18 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the other
19 aggrieved employees.

20 **REPRESENTATIVE ACTION ALLEGATIONS**

21 9. Plaintiff was employed by Defendants as a caregiver from approximately
22 November 2019 until approximately July 2022.

23 10. During Plaintiff's employment with Defendants, Defendants failed to reimburse
24 Plaintiff and other caregivers for expenses they incurred in the course of their employment.
25 Specifically, Defendants required Plaintiff to use her personal cellular phone without
26 reimbursement. Defendants required Plaintiff and other caregivers to submit their timesheets to
27 Defendants via e-mail. Although Defendants required the electronic submission of timesheets,
28 Defendants did not provide Plaintiff or other employees with an Internet-enabled device to e-mail

1 their timesheets. Plaintiff and other aggrieved employees therefore used their personal cell phones
2 or other Internet-enabled devices to submit their timesheets to Defendants, who failed to
3 reimburse Plaintiff and other aggrieved employees for the use of their personal devices.

4 11. In addition, in approximately 2022, Defendants began requiring the use of an app
5 called Evvie. The Evvie app allowed Defendants to, among other things, track the movements of
6 caregivers, track caregivers' attendance at patients' homes, and satisfy certain legal requirements.
7 Defendants required Plaintiff and other caregivers to download and install Evvie on their personal
8 cellular phones, so that, *inter alia*, Defendants could track their movements for timekeeping and
9 billing purposes. Despite requiring Plaintiff and other caregivers to download, install, and use the
10 Evvie app on their personal cellular phones, Defendants failed to reimburse Plaintiff and other
11 caregivers for any portion of their cell phone bill.

12 12. Defendants' supervisors would also communicate with Plaintiff via cellular phone
13 regarding patient assignments (including specific instructions regarding patients), scheduling, and
14 other work-related issues, but again, Defendants failed to reimburse Plaintiff for any portion of
15 her personal cellular phone bill.

16 13. Despite requiring Plaintiff and other employees to use their personal cellular
17 phones for work-related purposes, Defendants failed to reimburse Plaintiff and other aggrieved
18 employees for the use of their personal cell phones. As a result of the foregoing, Plaintiff and
19 other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802 and
20 *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014).

21 **FIRST CAUSE OF ACTION**

22 **PRIVATE ATTORNEY GENERAL ACT**

23 **(AGAINST ALL DEFENDANTS)**

24 14. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 15. Defendants have committed several Labor Code violations against Plaintiff and
26 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor
27 Code § 2698 *et seq.*, and, acting on behalf of herself, other aggrieved employees, and the State of
28 California, brings this representative action against Defendants to recover the civil penalties due

1 to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant
2 to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each
3 initial violation for each failure to pay each employee and \$200.00 for each subsequent violation
4 or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each
5 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
6 \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period;
7 (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor
8 Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code
9 § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee
10 per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent
11 violation per employee per pay period for those violations of the Labor Code for which no civil
12 penalty is specifically provided, based on the following Labor Code violations:

- 13 a. Failing to reimburse Plaintiff and other aggrieved employees for all necessary
14 business expenditures in violation of Labor Code §§ 2802, 2804, and 1198;

15 16. On or about August 29, 2022 Plaintiff notified Defendants via certified mail and
16 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
17 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
18 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
19 California Labor Code identified in Paragraph 15(a). Now that sixty-five days have passed from
20 Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
21 provided notice that it intends to investigate the violations, Plaintiff has exhausted her
22 administrative requirements for bringing a claim under the Private Attorneys General Act with
23 respect to these violations.

24 17. Based on the foregoing, Plaintiff seeks to represent herself, the State of California,
25 and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and
26 former hourly-paid or non-exempt caregivers who worked for Defendants in California from
27 August 29, 2021 through February 23, 2023 (“PAGA Period”).

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1 18. Plaintiff was compelled to retain the services of counsel to file this court action to
2 protect her own interests and the interests of other aggrieved employees, and to assess and collect
3 the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs,
4 which she is entitled to recover under California Labor Code § 2699(g).

5 **PRAYER**

6 WHEREFORE, Plaintiff prays for judgment for herself, the State of California, and all
7 others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

8 19. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
9 employees, and the State of California according to proof pursuant to Labor Code § 2699
10 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
11 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
12 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
13 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
14 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
15 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
16 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
17 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
18 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
19 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
20 Labor Code § 2699(f);

21 20. On all causes of action, for attorney's fees and costs as provided by Labor Code §
22 2699(g) and Code of Civil Procedure § 1021.5; and

23 21. For such other and further relief the Court may deem just and proper.

24 Dated: March 15, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

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26 By:


Tuvia Korobkin
Attorneys for Plaintiff