

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Elaine Lu

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
LAUNA ADOLPH (SBN 227743)
SHOOKA DADASHZADEH (SBN 317134)
1230 Rosecrans Avenue, 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff RAVEN PERRYMAN,
individually and on behalf of all other
aggrieved employees

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

RAVEN PERRYMAN, individually and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

SANTA MONICA WILSHIRE IMAGING,
LLC d/b/a TOWER SAINT JOHN'S
IMAGING, a limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. **22STCV34711**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

[California Labor Code § 2698, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff RAVEN PERRYMAN (“PLAINTIFF”), individually and on behalf of all other
2 aggrieved employees, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself, the State of California, and all
5 other aggrieved employees of defendants SANTA MONICA WILSHIRE IMAGING, LLC d/b/a
6 TOWER SAINT JOHN’S IMAGING (“SANTA MONICA WILSHIRE IMAGING”) and DOES 1
7 through 50, inclusive (collectively, “DEFENDANTS”), in the State of California during the
8 relevant statutory period to recover penalties arising from DEFENDANTS’ failure to provide
9 employees meal and rest periods (or compensation therefor) as required under California law,
10 unpaid minimum and overtime wages, and unreimbursed business expenses.

11 **JURISDICTION AND VENUE**

12 2. The Superior Court of the State of California has jurisdiction in this matter because
13 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
14 and residents of, and/or regularly conduct business in, California. Further, no federal question is
15 at issue because the claims are based solely on California law.

16 3. Venue is proper in this judicial district and the County of Los Angeles, California
17 because DEFENDANTS maintain offices and facilities and transact business in the County of Los
18 Angeles, and DEFENDANTS’ illegal policies and practices which are the subject of this action
19 were applied, at least in part, to PLAINTIFFS and other aggrieved employees in the County of
20 Los Angeles.

21 **PARTIES**

22 4. PLAINTIFF is a citizen and resident of the State of California. At times material
23 to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a
24 non-exempt employee.

25 5. PLAINTIFF is informed and believes, and thereon alleges, that SANTA MONICA
26 WILSHIRE IMAGING, is, and at all times relevant hereto was, a California limited liability
27 company. PLAINTIFF is further informed and believes, and thereon alleges, that SANTA
28 MONICA WILSHIRE IMAGING is authorized to conduct business in the State of California, and

1 does conduct business in the State of California. Specifically, SANTA MONICA WILSHIRE
2 IMAGING, maintains offices and facilities and conducts business in, and engages in illegal
3 payroll practices or policies in, the County of Los Angeles, State of California.

4 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
5 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
6 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a
7 DOE is in some manner highly responsible for the occurrences alleged herein, and that
8 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
9 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
10 court to amend this complaint to allege the true names and capacities of such DOE defendants
11 when ascertained.

12 7. At all relevant times herein, DEFENDANTS were the joint employers of
13 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
14 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
15 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
16 co-conspirators, authorized agents, partners, joint ventures, and/or guarantors, actual or
17 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
18 defendant, and each was the alter ego of the other.

19 8. At all relevant times herein, PLAINTIFF and other aggrieved employees were
20 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
21 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
22 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
23 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
24 schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay
25 minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period
26 premium payments; failing to properly maintain records; failing to provide accurate itemized
27 statements for each pay period; failing to timely pay wages during employment; failing to
28 properly compensate PLAINTIFF and other aggrieved employees for necessary expenditures; and

1 requiring, permitting or suffering the employees to work off the clock, in violation of the Labor
2 Code and the applicable IWC Wage Order.

3 9. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
4 of the acts and omissions alleged herein were performed by, and/or attributable to, all
5 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
6 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
7 and scope of said agency, employment and/or direction and control.

8 10. Pursuant to Labor Code § 558.1, DEFENDANTS and any person acting on behalf
9 of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
10 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
11 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

12 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

13 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
14 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all other
15 current and former non-exempt aggrieved employees of DEFENDANTS in the State of California
16 at any time within the period beginning one (1) year and sixty-five (65) days prior to the filing of
17 this action, and ending at the time this action settles or proceeds to final judgment (“PENALTY
18 PERIOD”).

19 12. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
20 on August 19, 2022 to the California Labor and Workforce Development Agency (“LWDA”) and
21 by certified mail to SANTA MONICA WILSHIRE IMAGING of the specific provisions of the
22 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
23 to support the alleged violations. PLAINTIFF submitted the required \$75.00 filing fee to the
24 LWDA on March 22, 2022. Within sixty-five (65) calendar days of the August 19, 2022
25 postmark date of PLAINTIFF’s notice letter, the LWDA did not provide notice to PLAINTIFF
26 that it intends to investigate the alleged violations. Pursuant to Labor Code § 2699.3(d), the sixty-
27 five (65) day notice period set forth in Labor Code § 2699.3(a) is not counted as part of the time
28 limited for the commencement of this civil action. Therefore, PLAINTIFF has complied with all

1 of the requirements set forth in Labor Code § 2699.3 to commence a representative action under
2 PAGA.

3 **FACTUAL ALLEGATIONS**

4 **Failure to Provide Required Meal Periods**

5 **[Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11]**

6 13. During the PENALTY PERIOD, DEFENDANTS have had, and continue to have,
7 a policy and practice of failing to provide PLAINTIFFS and other aggrieved employees full and
8 timely meal periods as required by Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-
9 2011 § 11.

10 14. As a result of DEFENDANTS' policies and practices, as alleged herein,
11 PLAINTIFF and other aggrieved employees regularly have been denied, and continue to be
12 denied, the opportunity to take full, uninterrupted, and timely meal periods as required under
13 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-2011 § 11.

14 15. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
15 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees
16 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
17 one additional hour of compensation at each employee's regular rate of pay for each workday that
18 a meal period was not provided.

19 **Failure to Provide Required Rest Periods**

20 **[Labor Code §§ 226.7; IWC Wage Order No. 4-2001, § 12]**

21 16. During the PENALTY PERIOD, DEFENDANTS have had, and continue to have,
22 a policy and practice of failing to authorize and permit PLAINTIFF and other aggrieved
23 employees to take rest breaks as required by Labor Code §§ 226.7 and IWC Wage Order No. 4-
24 2001 § 12.

25 17. As a result of DEFENDANTS' policies and practices as alleged herein,
26 PLAINTIFF and other aggrieved employees have regularly been denied, and continue to be
27 denied, the opportunity to take full, uninterrupted, and timely rest periods as required under Labor
28 Code § 226.7 and IWC Wage Order No. 4-2001 §12.

1 18. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 4-
2 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
3 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
4 compensation at each employee's regular rate of pay for each workday that a rest period was not
5 provided.

6 **Failure to Pay Minimum Wages**

7 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

8 19. Pursuant to Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-2001, § 4,
9 payment to an employee of less than the applicable minimum wage for all hours worked in a
10 payroll period is unlawful.

11 20. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
12 pay PLAINTIFF and other aggrieved employees the applicable minimum wages for all hours
13 worked by, among other things: requiring, suffering or permitting PLAINTIFF and other
14 aggrieved employees to work off the clock; requiring, suffering or permitting PLAINTIFF and
15 other aggrieved employees to work during meal breaks; illegally and inaccurately recording time
16 in which PLAINTIFF and other aggrieved employees worked; and other methods to be
17 discovered.

18 **Failure to Pay Overtime Wages**

19 **[Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

20 21. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001, § 3,
21 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
22 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
23 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
24 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
25 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
26 on the seventh consecutive day of work in any workweek.

27 22. PLAINTIFF and other aggrieved employees are current and former non-exempt
28 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and

1 IWC Wage Order No. 4-2001. During the PENALTY PERIOD, DEFENDANTS failed to
2 compensate, and continue to fail to compensate, PLAINTIFF and other aggrieved employees for
3 all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC
4 Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double
5 the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 4-
6 2001, § 3; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work
7 off the clock; requiring, permitting or suffering PLAINTIFF and other aggrieved employees to
8 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and
9 other aggrieved employees worked; enforcing an unlawful rounding policy resulting, in practice
10 over time, in the systematic underpayment of overtime wages to aggrieved employees; failing to
11 properly maintain PLAINTIFF'S and other aggrieved employees' records; failing to provide
12 accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be
13 discovered.

14 **Failure to Timely Pay Wages During Employment**

15 **[Labor Code § 204]**

16 23. Pursuant to Labor Code § 204, for all labor performed between the 1st and 15th
17 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
18 between the 16th and 26th day of the month during which the labor was performed. Labor Code
19 § 204 also provides that for all labor performed between the 16th and 26th days of any calendar
20 month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th
21 day of the following calendar month. In addition, Labor Code § 204 provides that all wages
22 earned for labor in excess of the normal work period shall be paid no later than the payday of the
23 next regular payroll period.

24 24. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
25 to timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by
26 the next regular payroll period as required by Labor Code § 204.

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1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **[Labor Code §§ 201, 202]**

3 25. Pursuant to Labor Code §§ 201 and 202, DEFENDANTS are required to pay all
4 earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that if
5 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
6 discharge are due and payable immediately.

7 26. Labor Code § 201 mandates that if an employer discharges an employee, the
8 employee's wages accrued and unpaid at the time of discharge are due and payable immediately.
9 Pursuant to Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an
10 employee no later than 72 hours after the employee quits his or her employment, unless the
11 employee provided 72 hours previous notice of his or her intention to quit, in which case the
12 employee is entitled to his or wages at the time of quitting.

13 27. Pursuant to Labor Code § 202, DEFENDANTS are required to pay all accrued
14 wages due to an employee no later than 72 hours after the employee quits his or her employment,
15 unless the employee provided 72 hours previous notice of his or her intention to quit, in which
16 case the employee is entitled to his or wages at the time of quitting.

17 28. During the PENALTY PERIOD, DEFENDANTS willfully failed to timely pay
18 accrued wages and other compensation to PLAINTIFF and other aggrieved employees in
19 accordance with Labor Code §§ 201 and 202.

20 **Failure to Furnish Accurate Itemized Wage Statements**

21 **[Labor Code § 226; IWC Wage Order No. 4-2001, § 7]**

22 29. During the PENALTY PERIOD, DEFENDANTS failed to provide PLAINTIFF
23 and other aggrieved employees with timely and accurate itemized wage statements in writing
24 showing each employee's gross wages earned, total hours worked, the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions
26 made, net wages earned, the inclusive dates of the period for which the employee is paid, the
27 name of the employee and only the last four digits of his or her social security number or
28 employee identification number, the name and address of the legal entity or entities employing

1 PLAINTIFF and other aggrieved employees, and all applicable hourly rates in effect during each
2 pay period and the corresponding number of hours worked at each hourly rate, in violation of
3 Labor Code § 226(a) and IWC Wage Order No. 4-2001 § 7.

4 **Failure to Maintain Required Records**

5 **[Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7]**

6 30. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
7 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
8 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
9 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 4-2001, § 7, including but
10 not limited to the following records: total daily hours worked by each employee; applicable rates
11 of pay; all deductions; meal periods; time records showing when each employee begins and ends
12 each work period; and accurate itemized statements.

13 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
14 **Duties**

15 **[Labor Code § 2802]**

16 31. Labor Code § 2802(a) requires an employer to indemnify an employee for all
17 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
18 of her his or her duties, or of his or her obedience to the directions of the employer.

19 32. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF
20 and other aggrieved employees for all business expenses and/or losses incurred in direct
21 consequence of the discharge of their duties while working under the direction of
22 DEFENDANTS, including but not limited to expenses for uniforms, personal protective
23 equipment, cell phone usage, other employment-related expenses, in violation of Labor Code §
24 2802.

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1 **FIRST CAUSE OF ACTION**

2 **Representative Action for Penalties under the Labor Code Private Attorneys General Act of**
3 **2004**

4 **[Labor Code § 2698, *et seq.*]**

5 **(Against All DEFENDANTS)**

6 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 32.

8 34. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code §
9 2699(c), and proper representative to bring a civil action on behalf of herself and other current
10 and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in
11 Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more
12 of the alleged Labor Code violations was committed against PLAINTIFF during the relevant
13 period.

14 35. PLAINTIFF seeks to recover civil penalties through a representative action
15 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
16 Cal.4th 969. Thus, class certification is not required.

17 36. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
18 penalties from DEFENDANTS in a representative action for the violations set forth above,
19 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
20 512, 1174(d), 1194, 1197, 1198, and 2802.

21 37. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
22 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
23 provided, including but not limited to the following:

- 24 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
25 DEFENDANTS are subject to a civil penalty in the amount of one hundred
26 dollars (\$100) for the initial violation for each failure to pay each employee
27 and two hundred dollars (\$200) per employee for violations in subsequent
28 pay periods.

- 1 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
2 DEFENDANTS are subject to a civil penalty in the amount of two hundred
3 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
4 period where a violation occurs and one thousand dollars (\$1,000) per
5 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 6 c. Pursuant to Labor Code § 256, for violations of Labor Code § 203,
7 DEFENDANTS are subject to a civil penalty in the amount not exceeding
8 thirty days pay as waiting time.
- 9 d. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
10 on behalf of an employer who violates, or causes to be violated, a section
11 of this chapter or any provision regulating hours and days of work in any
12 order of the Industrial Welfare Commission,” including Labor Code §§ 510
13 and 512, shall be subject to a civil penalty, in addition to any other penalty
14 provided by law, of fifty dollars (\$50) for initial violations for each
15 underpaid employee for each pay period for which the employee was
16 underpaid and one hundred dollars (\$100) for each subsequent violation for
17 each underpaid employee for each pay period for which the employee was
18 underpaid.
- 19 e. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
20 DEFENDANTS are subject to a civil penalty of five hundred dollars
21 (\$500).
- 22 f. Pursuant to Labor Code § 1197.1, an employer or any other person acting
23 either individually or as an officer, agent, or employee of another person,
24 who pays or causes to be paid to any employee a wage less than the
25 minimum fixed by an order of the commission, shall be subject to a civil
26 penalty as follows: for any initial violation that is intentionally committed,
27 one hundred dollars (\$100) for each underpaid employee for each pay
28 period for which the employee is underpaid; and for each subsequent

1 violation of the same offense, two hundred fifty dollars (\$250) for each
2 underpaid employee for each pay period for which the employee is
3 underpaid regardless of whether the initial violation was intentionally
4 committed.

5 38. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
6 penalty is not specifically provided, the following civil penalties are established: one hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
8 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
9 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
10 violations of Labor Code provisions for which a civil penalty is not specifically provided,
11 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

12 39. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
13 Labor Code § 2699(g)(1).

14 **PRAYER FOR RELIEF**

15 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
16 prays for relief against DEFENDANTS as follows:

17 1. For civil penalties according to proof, including but not limited to all penalties
18 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

19 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
20 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
21 judgment interest;

22 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
23 any other applicable provisions providing for attorney's fees and costs; and

24 4. For such further relief that the Court may deem just and proper.

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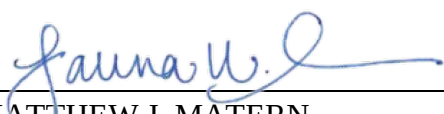
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1 Dated: October 28, 2022

MATERN LAW GROUP, PC

2
3 By:



4 MATTHEW J. MATERN

LAUNA ADOLPH

SHOOKA DADASHZADEH

Attorney for Plaintiff

5 RAVEN PERRYMAN, individually and on behalf
6 of all other aggrieved employees

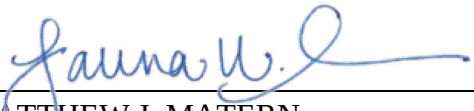
DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues so triable.

Dated: October 28, 2022

MATERN LAW GROUP, PC

By:


MATTHEW J. MATERN
LAUNA ADOLPH
SHOOKA DADASHZADEH
Attorney for Plaintiff
RAVEN PERRYMAN, individually and on behalf
of all other aggrieved employees