

JAMES HAWKINS APLC
James R. Hawkins(#192925)
Gregory Mauro(#222239)
Michael Calvo(#314986)
Lauren Falk(#316893)
Ava Issary(#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff RUSLAN MAYBORODA,
on behalf of the general public as private attorney general

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

RUSLAN MAYBORODA, on behalf of the
general public as private attorney general,

Plaintiff,

v.

ASERETH MEDICAL SERVICES, INC., a
California Corporation; DEANCO
HEALTHCARE, LLC dba MISSION
COMMUNITY HOSPITAL, a California
Limited Liability Company; MISSION
COMMUNITY HOSPITAL FOUNDATION, a
California Nonprofit Corporation and DOES 1-
50, inclusive,

Defendants.

Case No. **25STCV16777**
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

COMES NOW Plaintiff RUSLAN MAYBORODA (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants ASERETH MEDICAL SERVICES, INC., a California Corporation; DEANCO HEALTHCARE, LLC dba MISSION COMMUNITY HOSPITAL, a California Limited Liability Company; MISSION COMMUNITY HOSPITAL FOUNDATION, a California Nonprofit Corporation and DOES 1-50, inclusive (collectively “Defendants”) and alleges on information and belief as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants’: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendants’ employ, (e) failure to pay wages timely during employment; (f) failure to provide accurate itemized wage statements, and (g) failure to reimburse necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

1 Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails
2 itself of the California market so as to render the exercise of jurisdiction over it by the California
3 Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendants is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants is doing business throughout California, including but
6 not limited to Los Angeles County, and each Defendants is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendants employs numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendants consistently maintained and enforced against
21 Defendants' aggrieved Employees, among others, the following unlawful practices and policies,
22 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
23 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all
24 wages earned and owed upon separation from Defendants' employ, (e) failure to pay wages timely
25 during employment; (f) failure to provide accurate itemized wage statements, and (g) failure to
26 reimburse necessary business expenses.

27 9. On information and belief, during the statutory liability period and continuing to
28

1 the present, Defendants have had a consistent policy of failing to pay wages including overtime
2 wages for hours worked while subject to the control of Defendant.

3 10. On information and belief, during the statutory liability period and continuing to
4 the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees.
5 Defendants have also failed to provide meal premiums for missed meal periods.

6 11. On information and belief, during the statutory liability period and continuing to
7 the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees.
8 Defendants have also failed to provide rest premiums for missed rest periods.

9 12. On information and belief, during the statutory liability period and continuing to
10 the present, Defendants have had a consistent policy of failing to timely pay wages upon
11 separation.

12 13. On information and belief, during the statutory liability period and continuing to
13 the present, Defendants have had a consistent policy of failing to timely pay wages during Plaintiff
14 and Aggrieved Employees' employment.

15 14. On information and belief, during the statutory liability period and continuing to
16 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
17 wage statements.

18 15. On information and belief, during the statutory liability period and continuing to
19 the present, Defendants have failed to reimburse necessary business expenses to Plaintiff and
20 aggrieved employees.

21 16. Plaintiff on behalf of the general public as private attorney general and all other
22 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
23 enumerated under 2699.5 as follows: sections 201-204, 226, 510, 558, 226.3, 1174, 1174.5, 1175,
24 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and costs.

25 **III. PARTIES**

26 **A. Plaintiff**

27 17. Plaintiff, RUSLAN MAYBORODA, was at all times relevant to this action, a
28

1 resident of California. Plaintiff was employed by Defendants during November 30, 2023 as a Non-
2 Exempt Employee with the title of Pharmacy Technician and worked during the liability period
3 for Defendants until Plaintiff's separation from Defendant's employ in approximately April 8,
4 2024. Plaintiff's duties included but were not limited to delivering medications to hospital
5 patients, fill prescription medications, answering phone calls, loading medicine into automated
6 machines for doctors and nurses.

7 18. As Defendants' employee, Plaintiff, and all other aggrieved employees were
8 regularly required to and subsequently suffered:

- 9 a) to perform work subject to the control of the employer without being compensated all
10 wages including overtime, all in violation of California labor laws, regulations, and the
11 Industrial Welfare Commission Wage Order ("IWC");
12 b) not provided meal periods nor paid premium wages;
13 c) not provided rest periods nor paid premium wages;
14 d) not paid timely upon separation from Defendants' employment;
15 e) not paid timely during their employment;
16 f) not provided accurate itemized wage statements; and
17 g) not reimbursed or necessary business expenses.
18

19 19. On information and belief, Defendants willfully failed to pay all earned wages in
20 the form regular wages and overtime wages, to its Non-Exempt Employees and members of the
21 Representative Group; nor have Defendants returned to Plaintiff or members of the
22 Representative Group, upon or after separation from employment with Defendant, all wages
23 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
24 general public as private attorney general and all other aggrieved employees.

25
26 **B. Defendants**

27 20. Defendant, ASERETH MEDICAL SERVICES, INC., is a California Corporation
28 that operates as a staffing agency. Plaintiff was employed through this staffing agency throughout

1 his employment. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt
2 Employees who work or have worked for Defendant over the last year.

3 21. Defendant, DEANCO HEALTHCARE, LLC, is a California Limited Liability
4 Company dba MISSION COMMUNITY HOSPITAL. Plaintiff estimates there are in excess of
5 one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the
6 last year.

7 22. Defendant, MISSION COMMUNITY HOSPITAL FOUNDATION, is a California
8 Nonprofit Corporation. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt
9 Employees who work or have worked for Defendant over the last year.

10 23. Other than identified herein, Plaintiff is unaware of the true names, capacities,
11 relationships and extent of participation in the conduct alleged herein, of the Defendants sued as
12 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants are
13 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants
14 by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
15 are ascertained.

16 24. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
17 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
18 Representative Group, and exercised control over their wages, hours, and working conditions.
19 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects
20 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
21 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
22 attributable to the other Defendant.

23 **IV. GENERAL ALLEGATIONS**

24 1. At all times set forth herein, Defendants employed Plaintiff and other persons in
25 the capacity of non-exempt positions, however titled, throughout the state of California.

26 2. Plaintiff is informed and believes Aggrieved employees have at all times pertinent
27 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
28

1 rules and regulations of the IWC California Wage Orders.

2 3. Defendants continue to employ Non-Exempt Employees, however titled, in
3 California and implement a uniform set of policies and practices to all non-exempt employees, as
4 they were all engaged in the generic job duties related to Defendants' hospital business.

5 4. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
6 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
7 the requirements of California's wage and employment laws.

8 5. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
9 employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
10 week.

11 6. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
12 employees based upon an hourly rate.

13 7. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
14 employees typically worked five (5) days a week.

15 8. Plaintiff is informed and believes that the Aggrieved employees were required to
16 keep similar schedules.

17 9. In addition, the Aggrieved employees frequently worked in excess of eight (8)
18 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
19 and overtime wages.

20 10. Defendants also failed to properly calculate Plaintiff's and Aggrieved employees'
21 regular rate of pay including but not limited to by failing to include all forms of
22 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
23 commissions, shift differentials, and other compensation for overtime calculation purposes.

24 11. During the relevant time, Plaintiff and Aggrieved employees were required to work
25 off-the-clock before and after their scheduled shifts without receiving any overtime wages as
26 compensation, this often involved having to deliver medication to patients and personal cell phone
27 use for work-related purposes.
28

1 12. During the relevant time, as a consequence of Defendants' staffing and scheduling
2 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
3 provide Plaintiff and Aggrieved employees timely, legally complaint uninterrupted 30-minute
4 meal periods on shifts over five hours as required by law.

5 13. On information and belief, Plaintiff and Aggrieved employees did not waive their
6 rights to meal periods under the law.

7 14. Plaintiff and Aggrieved employees were not provided with valid lawful on-duty
8 meal periods.

9 15. Despite the above-mentioned meal period violations, Defendants failed to
10 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved employees,
11 one additional hour of pay at their regular rate as required by California law when meal periods
12 were not timely or lawfully provided in a compliant manner.

13 16. Time clock records show that all meal breaks are exactly 30 minutes, which was an
14 auto reduction rather than a reflection of actual meal breaks.

15 17. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
16 should know, knew, and/or should have known that Plaintiff and Aggrieved employees were
17 entitled to receive premium wages based on their regular rate of pay under California Labor Code
18 § 226.7 but were not receiving such compensation.

19 18. Plaintiff was required to work during meal periods every work day throughout the
20 liability period. Defendants had knowledge that Plaintiff was working through his meal periods,
21 yet still failed to compensate with meal premium pay

22 19. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
23 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
24 period for every four hours worked or major fraction thereof, which is a violation of the California
25 Labor Code and IWC wage order.

26 20. Defendants maintained and enforced scheduling practices, policies, and imposed
27 work demands that frequently required Plaintiff and Aggrieved employees to forego their lawful,
28

1 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
2 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
3 to provide relief for Plaintiff and Aggrieved employees to take their lawfully required breaks.
4 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above work days.

5 21. Despite the above-mentioned rest period violations, Defendants did not compensate
6 Plaintiff, and on information and belief, did not pay Aggrieved employees one additional hour of
7 pay at their regular rate as required by California law, including California Labor Code § 226.7
8 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
9 and permitted.

10 22. Rest breaks were often interrupted for medication deliveries.

11 23. On information and belief, Defendants engaged in unlawful time shaving practices,
12 for instance, timekeeping records would reflect .50 entered for each day under the column "lunch".

13 24. Plaintiff and Aggrieved employees were not compensated for onboarding or
14 training.

15 25. Plaintiff was not paid in accordance with Labor Code section 201.3, instead he was
16 paid by Asereth Medical Services on a bi-weekly basis.

17 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
19 thereof for resignations without prior notice as the case may be) they had a duty to accurately
20 compensate Plaintiff and Aggrieved employees for all wages owed including minimum wages,
21 meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved
22 employees which Defendants had the financial ability to pay such compensation, but willfully,
23 knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified
24 violations.
25

26 27. Defendants failed to reimburse Plaintiff and Aggrieved employees for business
27 expenses incurred pursuant to California Labor Code § 2802. Plaintiff was not reimbursed for his
28 personal cell phone use. Such cell phone use was required for work related purposes during work

1 hours and outside of work hours.

2 28. Upon information and belief, Defendants knew and or should have known that it is
3 improper to implement policies and commit unlawful acts such as:

4 (a) requiring employees to work four (4) hours or a major fraction thereof without
5 being provided a minimum ten (10) minute rest period and without compensating the employees
6 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
7 rest period was not provided;

8 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
9 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
10 and without compensating employees with one (1) hour of pay at the regular rate of compensation
11 for each workday that such a meal period was not provided;

12 (c) failing to pay overtime and minimum wages;

13 (d) failing to reimburse necessary business expenses;

14 (e) failing to pay timely wages upon separation from Defendants' employ;

15 (f) failing to maintain accurately itemized wage statements; and

16 (g) conducting and engaging in unfair business practices.

17 29. In addition to the violations above, and on information and belief, Defendants knew
18 they had a duty to compensate Plaintiff and Aggrieved employees for the allegations asserted
19 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
20 knowingly, recklessly, and/or intentionally failed to do so.

21 30. Plaintiff and Aggrieved employees they seek to represent are covered by, and
22 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
23 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
24 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

25
26 **V. REPRESENTATIVE CLAIMS**

27 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

28 25. Plaintiff incorporates by reference and re-alleges each and every allegation

1 contained above, as though fully set forth herein.

2 26. PAGA is a mechanism by which the State of California can enforce state labor laws
3 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
4 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
5 law enforcement action designed to protect the public and not to benefit private parties. The
6 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
7 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
8 Legislature specified that "it was...in the public interest to allow aggrieved employees, acting as
9 private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch.
10 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

11 27. Plaintiff brings this Representative Action on behalf of the State of California with
12 respect to himself and all other individuals who are or previously were employed by Defendants
13 as non-exempt California employees during the applicable statutory period (the "aggrieved
14 employees").

15 28. On April 3, 2025, Plaintiff complied with notice requirements pursuant to Labor
16 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
17 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
18 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
19 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
20 representative capacity. The substance and violations set forth in this Complaint of which the
21 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
22 Action Complaint to the LWDA.

23 29. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
24 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
25 Employees of Defendant.

26 30. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
27 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
28

1 including without limitation Labor Code section 201-204, 226, 226.3, 510, 558, 1174, 1174.5,
2 1175, 1194, 1197, 1197.1, 1198, 2802, and, 2698 *et seq.*, applicable IWC Wage Orders and
3 California Code of Regulations, Title 8, section 11000 *et. seq.*

4 31. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
5 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
6 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
7 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
8 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
9 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
10 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
11 (8) hours in a day on the seventh day of work in a particular work week

12 32. Defendants also willfully violated Labor Code sections 201-203 by failing to
13 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
14 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
15 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
16 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
17 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
18 The penalty cannot exceed 30 days of wages.

19 33. On information and belief, Defendant engaged in time shaving practices.

20 34. Labor Code section 201.3 states in relevant part: "(b) (1) (A) Except as provided in
21 paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to
22 work for a client, that employee's wages are due and payable no less frequently than weekly,
23 regardless of when the assignment ends, and wages for work performed during any calendar week
24 shall be due and payable not later than the regular payday of the following calendar week. A
25 temporary services employer shall be deemed to have timely paid wages upon completion of an
26 assignment if wages are paid in compliance with this subdivision." Here, Plaintiff was paid on a
27 bi-weekly basis.
28

1 35. Plaintiff and all other aggrieved employees who were separated from employment
2 are entitled to compensation for all forms of wages earned, including but not limited to
3 compensation minimum and overtime wages, but to date have not received such compensation,
4 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

5 36. On information and belief, Defendants willfully failed to pay all wages due and
6 owing upon separation from employment. These wages include minimum and overtime wages.

7 37. On information and belief, Defendants willfully failed to pay all wages due and
8 owing during employment. These wages include minimum and overtime wages.

9 38. On information and belief, Defendants willfully failed to pay all shift differentials
10 owed to Plaintiff and aggrieved employees.

11 39. On information and belief, Defendants failed to provide accurate itemized wage
12 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
13 and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to
14 include or itemize the gift card payments made to Plaintiffs and Aggrieved Employees.

15 40. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
16 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
17 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
18 for each violation in a subsequent citation, for which the employer fails to provide the employee a
19 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
20

21 41. Additionally, Defendants have no accurate records relating to aggrieved
22 employees' work periods, total daily hours worked, total hours worked per payroll period and
23 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
24 maintain accurate records relating to hours worked daily in violation of Labor Code sections
25 1174(d), 1174.5.

26 42. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
27 Employees for business expenses incurred as described above. Labor Code § 2802 requires
28 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred

1 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
2 Defendants failed to provide reimbursements.

3 43. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
4 implied, made by any employee to waive the benefits of this article or any part thereof is null and
5 void, and this article shall not deprive any employee or his or her personal representative of any
6 right or remedy to which he is entitled under the laws of this State

7 44. As a result of Defendants’ unlawful conduct, Plaintiff and aggrieved employees
8 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
9 worked.

10 45. Plaintiff and the Representative aggrieved Employees are entitled to recover
11 Penalties and attorneys’ fees and costs under Labor Code section 2698, et. seq.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 14 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 15 2. For reasonable attorneys’ fees and costs; and
- 16 3. For such other and further relief as the Court deems proper.

17
18 Dated: June 10, 2025

JAMES HAWKINS APLC

19
20 By: 
21 JAMES R. HAWKINS
22 GREGORY MAURO
23 MICHAEL CALVO
24 LAUREN FALK
25 AVA ISSARY

26
27 Attorneys for Plaintiff RUSLAN
28 MAYBORODA on behalf of the general
public as private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

April 3, 2025

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

ASERETH MEDICAL SERVICES, INC., a California Corporation

Agent for Service:

OMAR TAYLOR

257 S FAIR OAKS AVE SUITE 200

PASADENA, CA 91105

Receipt No.: 9589 0710 5270 0078 0180 27

DEANCO HEALTHCARE, LLC dba MISSION COMMUNITY HOSPITAL, a
California Limited Liability Company

Agent for Service:

CRAIG GARNER

475 WASHINGTON BLVD.

MARINA DEL REY, CA 90292

Receipt No.: 9589 0710 5270 0078 0180 34

MISSION COMMUNITY HOSPITAL FOUNDATION, a California Nonprofit
Corporation

Agent for Service:

CRAIG GARNER

475 WASHINGTON BLVD.

MARINA DEL REY, CA 90292

Receipt No.: 9589 0710 5270 0078 0180 41

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff RUSLAN MAYBORODA, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, ASERETH MEDICAL SERVICES, INC., a California

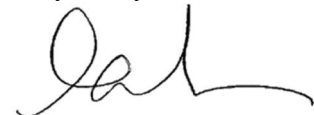
Corporation; DEANCO HEALTHCARE, LLC dba MISSION COMMUNITY HOSPITAL, a California Limited Liability Company; MISSION COMMUNITY HOSPITAL FOUNDATION, a California Nonprofit Corporation, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint