

Assigned for All Purposes

Judge David A. Hoffer

CX-103

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

TREVIN SOFFERMAN, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

ORANGE COUNTY GLOBAL MEDICAL
CENTER, INC., a California corporation;
KPC GLOBAL MEDICAL CENTERS,
INC., a California corporation; KPC
HEALTHCARE, INC., a Nevada
corporation; DEREK DRAKE, individually;
PETER BARONOFF, individually; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2025-01499610-CU-OE-CXC

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

COMES NOW, Plaintiff TREVIN SOFFERMAN(“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Orange. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Orange.

PARTIES

5. Plaintiff TREVIN SOFFERMAN is an individual residing in the State of California.

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6. Defendant ORANGE COUNTY GLOBAL MEDICAL CENTER, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation and an employer whose employees are engaged throughout the State of California, including the County of Orange.

7. Defendant KPC GLOBAL MEDICAL CENTERS, INC. at all times herein mentioned, was and is, upon information and belief, a California corporation and an employer whose employees are engaged throughout the State of California, including the County of Orange.

8. Defendant KPC HEALTHCARE, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Orange.

9. Defendant DEREK DRAKE at all times herein relevant was acting either individually or as an officer, owner, director, agent, or employee of Defendant ORANGE COUNTY GLOBAL MEDICAL CENTER, INC., who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code sections 558 and 1197.1.

10. Defendant PETER BARONOFF at all times herein relevant was acting either individually or as an officer, owner, director, agent, or employee of Defendants KPC GLOBAL MEDICAL CENTERS, INC. and KPC HEALTHCARE, INC., who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code sections 558 and 1197.1.

11. At all relevant times, ORANGE COUNTY GLOBAL MEDICAL CENTER, INC., KPC GLOBAL MEDICAL CENTERS, INC., and KPC HEALTHCARE, INC. were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

12. At all times herein relevant, ORANGE COUNTY GLOBAL MEDICAL CENTER, INC., KPC GLOBAL MEDICAL CENTERS, INC., KPC HEALTHCARE, INC., DEREK DRAKE, PETER BARONOFF, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees,

1 successors-in-interest, co-conspirators, and assigns of each other, and were acting within the
2 course and scope of their authority as such agents, partners, joint venturers, representatives,
3 servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions
4 alleged herein were duly committed with the ratification, knowledge, permission,
5 encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

6 13. The true names and capacities, whether corporate, associate, individual, or
7 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
8 said defendants by such fictitious names. Plaintiff is informed and believes, and based on
9 that information and belief, alleges that each of the defendants designated as a DOE is legally
10 responsible for the events and happenings referred to in this Complaint and unlawfully
11 caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek
12 leave of court to amend this Complaint to show the true names and capacities when the same
13 have been ascertained.

14 14. ORANGE COUNTY GLOBAL MEDICAL CENTER, INC., KPC GLOBAL
15 MEDICAL CENTERS, INC., KPC HEALTHCARE, INC., DEREK DRAKE, PETER
16 BARONOFF, and DOES 1 through 100 will hereinafter collectively be referred to as
17 "Defendants."

18 15. Plaintiff further alleges that Defendants, including the unknown defendants
19 identified as DOES, directly or indirectly controlled or affected the working conditions,
20 wages, working hours, and conditions of employment of Plaintiff and the other aggrieved
21 employees so as to make each of said Defendants employers and employers liable under the
22 statutory provisions set forth herein.

23 **PAGA ALLEGATIONS**

24 16. At all times herein set forth, California Private Attorneys General Act
25 ("PAGA") was applicable to Plaintiff's employment by Defendants.

26 17. At all times herein set forth, PAGA provides that any provision of law under
27 the California Labor Code that provides for a civil penalty to be assessed and collected by the
28 Labor and Workforce Development Agency ("LWDA") for violations of the California

1 Labor Code may, as an alternative, be recovered through a civil action brought by an
2 aggrieved employee on behalf of herself and other current or former employees pursuant to
3 procedures outlined in California Labor Code section 2699.3.

4 18. Pursuant to PAGA, a civil action under PAGA may be brought by an
5 “aggrieved employee,” who is any person that was employed by the alleged violator and
6 against whom the alleged violations were committed.

7 19. Plaintiff was employed by Defendants, and the alleged violations were
8 committed against him during his time of employment, and he is, therefore, an aggrieved
9 employee. Plaintiff and the other employees are “aggrieved employees” as defined by
10 California Labor Code section 2699(c) in that they are all current or former employees of
11 Defendants, and the alleged violations were committed against them.

12 20. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
13 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
14 following requirements have been met:

- 15 a. The aggrieved employee shall give written notice by online submission
16 (hereinafter, “Employee’s Notice”) to the LWDA and by U.S. Certified
17 Mail to the employer of the specific provisions of the California Labor
18 Code alleged to have been violated, including the facts and theories to
19 support the alleged violations.
- 20 b. The LWDA shall provide notice (hereinafter, “LWDA Notice”) to the
21 employer and the aggrieved employee by certified mail that it does not
22 intend to investigate the alleged violations within sixty (60) calendar
23 days of the postmark date of the Employee’s Notice. Upon receipt of
24 the LWDA Notice, or if the LWDA Notice is not provided within
25 sixty-five (65) calendar days of the postmark date of the Employee’s
26 Notice, the aggrieved employee may commence a civil action pursuant
27 to California Labor Code section 2699 to recover civil penalties, in
28 addition to any other penalties to which the employee may be entitled.

21. On May 20, 2025, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants ORANGE COUNTY GLOBAL MEDICAL CENTER, INC., KPC GLOBAL MEDICAL CENTERS, INC., KPC HEALTHCARE, INC., DEREK DRAKE, and PETER BARONOFF of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice. Plaintiff has not received any notice of Defendants' intention to cure the alleged violations.

22. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate, and including, but not limited to, all current and former hourly paid or non-exempt employees who worked at the following facilities: Anaheim Global Medical Center, Chapman Global Medical Center, Hemet Valley Medical Center, Menifee Valley Medical Center, Orange County Global Medical Center, South Coast Global Medical Center, and Victor Valley Global Medical Center (hereinafter collectively referred to as the "other aggrieved employees").

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from at least 2017 to the present in the State of California, County of Orange.

25. Defendants hired Plaintiff and the other aggrieved employees and failed to compensate them for all hours worked, missed meal periods, or missed rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees' employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

28. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

29. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

30. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and, thus, they are entitled to any and all applicable penalties.

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1 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
3 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
4 aggrieved employees' regular rate of pay when a meal period was missed, and they did not
5 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
6 aggrieved employees' regular rate of pay when a meal period was missed.

7 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
10 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
11 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
12 aggrieved employees' regular rate of pay when a rest period was missed.

13 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
15 receive at least minimum wages for compensation and that they were not receiving at least
16 minimum wages for all hours worked.

17 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
19 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
20 employees did not receive payment of all wages, including overtime and minimum wages
21 and meal and rest period premiums, within any time permissible under California Labor
22 Code section 204.

23 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
25 receive complete and accurate wage statements in accordance with California law, but they
26 did not receive complete and accurate wage statements from Defendants. The deficiencies
27 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and
28 the other aggrieved employees.

1 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Defendants had to keep complete and accurate payroll
3 records for Plaintiff and the other aggrieved employees in accordance with California law,
4 but they did not keep complete and accurate payroll records.

5 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
7 reimbursement for necessary business-related expenses and costs.

8 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that they had a duty to compensate Plaintiff and the other
10 aggrieved employees pursuant to California law, and that Defendants had the financial ability
11 to pay such compensation, but willfully, knowingly, and intentionally failed to do so and
12 falsely represented to Plaintiff and the other aggrieved employees that they were properly
13 denied wages, all in order to increase Defendants' profits.

14 42. At all material times set forth herein, Defendants failed to pay overtime wages
15 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
16 were required to work more than eight (8) hours per day and/or forty (40) hours per week
17 without overtime compensation.

18 43. At all material times set forth herein, Defendants failed to provide
19 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

20 44. At all material times set forth herein, Defendants failed to pay Plaintiff and the
21 other aggrieved employees at least minimum wages for all hours worked.

22 45. At all material times set forth herein, Defendants failed to pay Plaintiff and the
23 other aggrieved employees' wages within any time permissible under California law,
24 including, *inter alia*, California Labor Code section 204.

25 46. At all material times set forth herein, Defendants failed to provide complete
26 and accurate wage statements to Plaintiff and the other aggrieved employees.

27 47. At all material times set forth herein, Defendants failed to keep complete and
28 accurate payroll records for Plaintiff and the other aggrieved employees.

Failure to Pay Overtime

55. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

56. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

57. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

58. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, and 1197.1.

Failure to Timely Pay Wages During Employment

59. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

60. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

61. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

62. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

63. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699(f) in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period or two hundred dollars (\$200) for each aggrieved employee per pay period for each violation where there has been a prior finding or determination that Defendants' policies or practices were unlawful or where Defendants' conduct was malicious, fraudulent, or oppressive;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

64. Pursuant to California Labor Code section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

65. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 558 and 2699(a), (f), (k), plus costs/expenses and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: July 24, 2025

LAWYERS for JUSTICE, PC

By: 
Arby Aiwan
Attorneys for Plaintiff