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SUPERIOR COURT-STOCKTON

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STEPHANIE BOHRER, CLERK

BY LISA VEGA
DEPUTY

Adam M. Kent CA SBN: 270855
Law Offices of Jennifer B. Siverts
4455 Morena Blvd., Suite 213
San Diego, CA 92117
T- (858) 272-5800
F - (858) 272-2874

Sabrina Sanders CA SBN: 233833
Lawyers For Employee & Consumer Rights, APC
3500 W. Olive, Third Floor
Burbank, CA 91505
T - (323) 375-5101
F - (323) 306-5571
ssanders@lfecr.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DONISHA HARDY, an individual, on behalf of
herself and the State of California, as a private
attorney general,

Plaintiff,

v.

VALLEY-MOUNTAIN REGIONAL CENTER,
INC, a corporation, and DOES 1-100 inclusive,

Defendants.

Civil Case No.

STK-CV-WOF-2025-11099

**COMPLAINT AND REPRESENTATIVE
ACTION COMPLAINT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(PAGA)**

GENERAL ALLEGATIONS

Plaintiffs hereby bring this Complaint for Damages for (1) Failure to Pay Overtime Wages (Cal. Lab. Codes §§ 204, 510 and 1194 and I. W.C. Wage Orders); (2) Failure to pay Minimum Wage (Cal. Lab. Codes §§ 1197, 1197.1 and I.W.C. Minimum Wage Orders); (3) Failure to Reimburse Business Expenses (Cal. Lab. Codes §§ 2802 and 2804); (4) Failure to Provide Meal Periods (Cal. Lab. Codes §§223, 226.7, 512 and

1 I.W.C. Wage Order No. 5-2001); (5) Failure to Provide Rest Periods (Cal. Lab. Code §226.7 and I.W.C.
2 Wage Order No. 5-2001); (6) Failure to Provide Itemized Wage Statements (Cal Lab. Code §226) (7) Unfair
3 and Unlawful Business Practices (Cal. Bus. and Prof. Code §17200 et seq. and Cal. Lab. Code §1199), and;
4 (8) Private Attorney's General Act Claims (Cal. Lab. Code §2698, *et seq.*)

5 **VENUE AND JURISDICTION**

6 1. Venue is proper in this Court, as events described in the Complaint are located within the
7 Jurisdiction.

8 **PARTIES**

9 2. At all times mentioned herein, Plaintiff DONISHA HARDY (fka Donisha Harrison) (hereinafter
10 referred to as "Plaintiff" or "Ms. Hardy") was a misclassified employee for VALLEY-MOUNTAIN
11 REGIONAL CENTER, INC in the County of San Joaquin, City of Stockton.

12 3. Like Ms. Hardy, the aggrieved employees under Lab. Code §2699 *et seq.* were all employed in
13 the personal service and in-home care industry and are identified herein as "Personal Service Providers."

14 4. At all times mentioned herein, Defendant VALLEY-MOUNTAIN REGIONAL CENTER, INC.
15 (hereinafter referred to as "VMRC") was and is a company doing business in the County of San Joaquin
16 and is the entity who employed and/or assumed the employment of Ms. Hardy and the aggrieved employees
17 at times relevant herein.

18 5. Plaintiff is ignorant of the true identity and capacity of Defendants designated as DOES 1
19 through 100, but will amend the Complaint when their identities have been ascertained according to proof
20 at the time of trial. Plaintiff alleges on information and belief, however, that the named Defendants and
21 every DOE Defendant is in some manner responsible for the acts, omissions, and conduct of Defendants,
22 and were, and are, responsible for the injuries, damages, and harm, incurred by Plaintiff. Plaintiff further
23 alleges on information and belief that each such designated Defendant acted, and acts, as authorized agent,
24 representative, and associate of the Defendants in doing the things alleged herein.

25 **BACKGROUND FACTS**

26 6. VMRC is a home care agency that provides in-home care and other personal services to
27 individuals with special needs.

28 //

1 7. VMRC, which operates out of Stockton California, is incorporated in California and currently
2 provides its in-home services to cities throughout California.

3 8. Ms. Hardy was employed with VMRC as a personal service provider from approximately
4 September of 2023 until her separation on or about July 24, 2024.

5 9. Throughout her employment, VMRC classified Ms. Hardy as an independent contractor
6 “exempt” from overtime pay and other protections afforded by the California Labor Code and the applicable
7 Industrial Welfare Commission (“IWC”) Wage Order.

8 10. Under information and belief, VMRC intentionally misclassified her as an independent
9 contractor, when in fact, Ms. Hardy and other aggrieved employees should have been classified as “non-
10 exempt” employees, entitled to the full protections of the California Labor Code, the applicable IWC Wage
11 Order and Article XIV of the California Constitution.

12 11. Ms. Hardy did not maintain her own business or work outside the usual course of VMRC’s
13 business

14 12. Upon hire, Ms. Hardy was provided with various intake documentation including a blank IRS
15 form W-9.

16 13. VMRC provided Ms. Hardy with instructions and guidelines they instituted for the position of
17 personal assistant.

18 14. VMRC assigned Ms. Hardy to an individual based on its own criteria.

19 15. Ms. Hardy would have no means of providing these services outside of her relationship with
20 VMRC and held herself out as an employee of the VMRC, subject to their direction and policies.

21 16. For all the aforementioned reasons, VMRC has willfully misclassified each of the workers who
22 performed personal care services as an independent contractor in violation of labor code section 226.8 and
23 by way of doing so, has violated additional labor code sections as further delineated below.

24 17. While Ms. Hardy did provide her hours worked, she was told that if any daily hours exceeded
25 eight that time should be moved over to another day with less than eight hours so that she was never given
26 an overtime rate.

27 18. This also resulted in Ms. Hardy simply not getting paid for work she did off the clock or over
28 eight hours in a day.

1 19. Ms. Hardy was never able to take the meal periods to which she was entitled.

2 20. She would generally be the only person to watch over the individual and thus, could not remove
3 herself completely from her work responsibilities.

4 21. Ms. Hardy was paid with automatic deposits without paystubs that listed her rate of pay, or
5 hours/units completed.

6 22. Ms. Hardy was also required to pay for work related expenses, such as mileage, phone and
7 internet use and occasional food and activities without reimbursement.

8 23. As stated above, Ms. Hardy was unable to take any of the rest and meal periods to which he was
9 entitled.

10 24. Under information and belief, this was true of all other aggrieved employees.

11 **FIRST CAUSE OF ACTION**
12 **AGAINST DEFENDANT AND DOES 1-50**
13 **FOR FAILURE TO PAY OVERTIME WAGES**

14 25. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and all
15 subsequent paragraphs of the Complaint as though fully set forth herein.

16 26. Labor Code §510 and the Industrial Welfare Commission Wage Order 9-2001 (“Wage Order”) entitles employees to a minimum of one and one-half times their regular hourly pay for any time worked in
17 excess of eight hours and less than twelve hours in any work day, and any time in excess of forty hours in
18 any one work week. Employees are to be paid twice their regular hourly pay for any time worked in excess
19 of twelve hours in any workday.
20

21 27. Plaintiff, at times, worked in excess of eight hours per day and/or forty hours per week without
22 the additional compensation as required by Labor Code §510 and the Wage Order.

23 28. Plaintiff, at times, worked in excess of twelve hours per day without being paid twice his usual
24 hourly rate.

25 29. Defendants would implicitly or directly authorize or direct Plaintiff to work overtime only to later
26 failure to dispense the actual overtime pay in violation of Labor Code §223.

27 30. By failing to pay overtime compensation to Plaintiff, Defendants have violated Labor Code
28 §§204, 510 and 1194 and Wage Orders.

1 31. As a result of Defendant's omissions, Plaintiff has been deprived of overtime compensation in
2 an amount to be determined in trial, and is entitled to recover such amounts, plus interest thereon, attorney's
3 fees and costs, under Labor Code §1194.

4 **SECOND CAUSE OF ACTION**
5 **AGAINST DEFENDANT AND DOES 1-15**
6 **FOR FAILURE TO PAY MINIMUM WAGE**

7 32. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and all
8 subsequent paragraphs of the Complaint as though fully set forth herein.

9 33. California Labor Code §§1194, 1197, 1197.1 and Wage Orders entitle employees to an amount
10 equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or
11 agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

12 34. Defendants failed to provide employees, including Plaintiff, a daily timekeeping of all hours
13 worked.

14 35. Plaintiff regularly worked off the clock and/or on-call without compensation.

15 36. As a result of these violations Plaintiff is entitled to recover such amounts as unpaid wages with
16 interest, liquidated damages, attorney's fees and cost of suit

17 **THIRD CAUSE OF ACTION**
18 **AGAINST DEFENDANT AND DOES 1-15**
19 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

20 37. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and all
21 subsequent paragraphs of the Complaint as though fully set forth herein.

22 38. California Labor Code §2802 entitles employees to be reimbursed for all necessary expenditures
23 or losses incurred by the employee in direct consequence of the discharge of his or her duties. All hours
24 must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum
25 wage obligation. None of the reimbursements may be used as a credit against a minimum wage obligation.

26 39. All awards made by this court for reimbursement of necessary expenditures under this section
27 shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which
28 the employee incurred the necessary expenditure or loss.

1 40. The term “necessary expenditures or losses” shall include all reasonable costs, including, but not
2 limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.

3 41. Defendants failed to indemnify Plaintiff for expenditures incurred by Plaintiff in direct
4 consequence of the discharge of his duties, in the form of fees for use of personal telephones, internet,
5 mileage, parking fees and occasional food or activities in violation of Labor Code sections 2800, 2802, and
6 2804.

7 42. Defendant failed to reimburse Plaintiff for all necessary expenditures during Plaintiff’s
8 employment.

9 43. As a result of these violations Plaintiff is entitled to recover such amounts, with interest,
10 attorney’s fees and cost of suit.

11 **FOURTH CAUSE OF ACTION**
12 **AGAINST DEFENDANTS AND DOES 1-15**
13 **FOR FAILURE TO PROVIDE MEAL PERIODS**

14 44. Plaintiff realleges and incorporate by reference the allegations contained in all preceding and all
15 subsequent paragraphs of the Complaint as though fully set forth herein.

16 45. During the majority of his employment, Plaintiff worked in excess of five hours per day without
17 being provided at least half hour, uninterrupted meal periods in which he was relieved of all his duties.

18 46. On occasion, Plaintiff worked over ten hours a day without being provided a second half hour,
19 uninterrupted meal period in which he was relieved of all his duties

20 47. Defendants did not pay Plaintiff an additional one-hour pay at her regular rate of compensation
21 for each missed meal period.

22 48. Plaintiff is entitled to an hour of additional pay for each meal period required but not given, with
23 interest, attorneys’ fees and costs of suit.

24 **FIFTH CAUSE OF ACTION**
25 **AGAINST DEFENDANTS AND DOES 1-15**
26 **FOR FAILURE TO PROVIDE REST PERIODS**

27 49. Plaintiffs reallege and incorporate by reference the allegations contained in all preceding and all
28 subsequent paragraphs of the Complaint as though fully set forth herein.

1 50. Throughout his employment Plaintiff regularly worked without rest periods as required.

2 51. Defendant did not permit non-exempt employees to take an uninterrupted ten-minute rest period.

3 52. Defendants did not pay Plaintiff an additional one-hour pay at his regular rate of compensation
4 for each missed rest period.

5 53. The failure to provide rest periods entitles Plaintiff to one hour of additional pay at his regular
6 rate of compensation for each workday that the proper rest periods were not provided as well as interest,
7 attorneys' fees and costs of suit.

8 **SIXTH CAUSE OF ACTION**

9 **AGAINST DEFENDANTS AND DOES 1-15**

10 **FOR FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

11 54. Plaintiffs reallege and incorporate by reference the allegations contained in all preceding and all
12 subsequent paragraphs of the Complaint as though fully set forth herein.

13 55. Labor Code section 226(a) provides, in pertinent part, that: "Every employer shall, semimonthly
14 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of
15 the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
16 check or cash, an accurate itemized statement in writing showing "... (2) total hours worked by the employee,
17 ..., and (9), all applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate by the employee."

19 56. Defendants failed to include in its paystubs the total hours worked and the applicable hourly rates
20 for each of Plaintiff's pay periods, permitting Plaintiff to recover up to \$4,000 pursuant to Labor Code section
21 226(e).

22 57. Labor Code section 226(c) that an employer has no more than twenty-one (21) days to furnish
23 pay records upon request by an employee (or former employee) and a failure to do so entitles the employee
24 to \$750.00 pursuant to section 226(f)

25 58. Defendants knowingly failed in their affirmative obligation to keep accurate records regarding
26 time worked, overtime compensation and the premium wages owed to the employees and failed to provide
27 wage statement to Plaintiffs upon request, and therefore failed to properly and accurately itemize the gross
28 and net wages earned by Plaintiffs.

1 59. Plaintiff was damaged due to Defendant's failure to accurately itemize his earnings. Such a
2 pattern and practice and uniform administration of policy as described herein is unlawful and creates an
3 entitlement to recovery by the Plaintiff herein for all damages and/or penalties pursuant to Labor Code
4 section 226, including interest thereon, attorney's fees and costs of suit.

5 **SEVENTH CAUSE OF ACTION**

6 **AGAINST DEFENDANTS AND DOES 1-17**

7 **FOR UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

8 60. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and all
9 subsequent paragraphs of the Complaint as though fully set forth herein.

10 61. Business and Professions Code §17200 prohibits unfair competition in the form of any unlawful,
11 unfair, or fraudulent business act or practice.

12 62. Business and Professions Code §17204 allows "any person who has suffered injury in fact and
13 has lost money or property" to prosecute a civil action for unfair and unlawful business practices.

14 63. For the duration of Plaintiff's employment, Defendants have committed unlawful, unfair, and/or
15 fraudulent business acts and practices as defined by Business and Professions Code §17200 by failing to pay
16 minimum wage and overtime for all hours worked, failing to reimburse business expenses, failing to provide
17 meal and rest breaks, failing to pay meal and rest period premiums and failing to pay all wages due upon
18 discharge.

19 64. The above-described unlawful actions constitute false, unfair, fraudulent and/or deceptive
20 business practices within the meaning of Business and Professions Code §17200, *et seq.*

21 65. As a result of their unlawful acts, Defendants have reaped and continues to reap unfair benefits
22 and illegal profits at the expense of Plaintiff, its employees and the public. Defendants should be made to
23 disgorge these ill-gotten gains and pay restitution.

24 **EIGHTH CAUSE OF ACTION**

25 **AGAINST ALL DEFENDANTS**

26 **PRIVATE ATTORNEY'S GENERAL ACT CLAIMS**

27 66. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and all
28 subsequent paragraphs of the Complaint as though fully set forth herein.

1 67. As a result of the acts alleged herein, Plaintiff, as an aggrieved employee within the meaning of
2 Labor Code section 2699, subdivision (c), on behalf of herself and other current or former Personal Service
3 Providers of Defendants, seek the recovery of civil penalties against Defendants pursuant to California Labor
4 Code sections 2698 et seq., for the following knowing and intentional violations of the California Labor
5 Code:

6 a. For willfully misclassifying Personal Service Providers, including Plaintiffs, as independent
7 contractors, and engaging in a pattern or practice of committing said unlawful acts, in violation of Labor
8 Code section 226.8, against all Defendants;

9 b. For failing to pay Plaintiffs and other misclassified Personal Service Providers the legally-
10 mandated minimum wage for each hour worked, in violation of Labor Code sections 1197 and 1197.1;

11 c. For failing to pay Plaintiffs and other misclassified Personal Service Providers the legally-
12 mandated overtime wages, in violation of Labor Code sections 204, 510 and 1194 and Wage Orders

13 d. For failing to pay wages promptly following termination of employment, or when due and
14 payable, in violation of Labor Code sections 201, 202 and 204; and

15 e. For failing to indemnify Plaintiffs and other misclassified Personal Service Providers for
16 expenditures incurred by such employees in direct consequence of their discharge of duties, in the form of
17 fees for use of telephones and internet, bank fees, uniforms, clothes, aprons, administrative and/or processing
18 fees, and the costs of workers compensation/occupation accident insurance or any other form of
19 indemnification in violation of Labor Code sections 2800, 2802, and 2804;

20 f. For failing to maintain for and provide to Plaintiff and other misclassified Personal Service
21 Providers the accurate, itemized wage statements required by Labor Code sections 226(a) and (c), 1174,
22 1174.5, and 1198.

23 68. The above-referenced civil penalties shall include the recovery of amounts specified in the
24 applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall
25 include those amounts sufficient to recover underpaid wages, including all necessary expenditures or losses
26 incurred by Plaintiff and other misclassified Personal Service Providers, pursuant to Labor Code sections
27 210, 225.5, 226.3, 226.8, 558(a), 1197.1(a), 2802, and 2699, subdivisions (a) and (f).

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1 69. Plaintiffs reserve their rights to allege any additional and all other violations of the Labor Code
2 and the Wage Order as may be disclosed in discovery and as a result of additional investigation that may be
3 pursued in this action.

4 70. On or about May 12, 2025, Plaintiff sent a letter by Certified Mail to Defendants giving notice
5 of Defendants' Labor Code and Wage Order violations, as alleged herein. A copy of said PAGA letter was
6 also submitted on the same date to the California Labor and Workplace Development Agency ("LWDA"),
7 via the online filing system required by the PAGA statute.

8 71. The May 12, 2025 letter to Defendants and the LWDA gave notice of Plaintiff's intent to
9 prosecute a private enforcement action to assess and recover civil penalties under PAGA in the event the
10 LWDA, following review, declined to investigate the asserted violations of the California Labor Code and
11 Wage Order 4-2001.

12 72. Sixty-five days have passed since notifying Defendants and the LWDA of these violations and
13 Plaintiff has not received any response from the LWDA, thereby exhausting Plaintiff's administrative
14 requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

15 73. Plaintiff was compelled to retain the services of counsel to file this court action to protect his
16 interests and those of Defendants' other former and current Personal Service Provider, and to assess and
17 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
18 they are entitled to recover under Labor Code section 2699.

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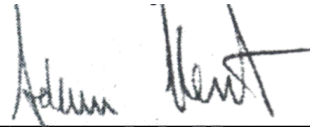
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1 **WHEREFORE PLAINTIFF PRAYS FOR JUDGMENT AGAINST DEFENDANTS AS**
2 **FOLLOWS:**

- 3 1. For special damages as to be proven at trial;
4 2. For incidental and consequential damages;
5 3. For compensatory damages;
6 4. For restitution of all monies due to Plaintiff and disgorgement of profits from the unlawful
7 business practices of Defendants;
8 5. For all applicable statutory penalties and damages;
9 6. For Plaintiff's reasonable attorney's fees, expenses, and costs of suit as provided by law;
10 7. For pre-judgment and post-judgment interest to the extent permitted by law;
11 8. Penalties and relief pursuant to Labor Code § 2699; and
12 9. For such other and further relief as is just and proper

13
14 Dated: 08/11/25

LAW OFFICE OF JENNIFER B. SIVERTS



ADAM M. KENT
Attorney for Plaintiff