

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Ashly Valenzuela, Esq. (SBN 329986)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
avalenzuela@lelawfirm.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/03/2024 10:13 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff ROSEMARY MORA,
on behalf of herself and others similarly situated

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

ROSEMARY MORA on behalf of herself
and current and former aggrieved employees

Plaintiff,

vs.

TORRANCE MEMORIAL MEDICAL
CENTER; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV11107**

PAGA ACTION

**PLAINTIFF ROSEMARY MORA'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff ROSEMARY MORA ("Plaintiff"), who alleges and complains
against Defendants TORRANCE MEMORIAL MEDICAL CENTER; and DOES 1 to 100,
inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally

1 required and legally compliant meal and rest periods, failure to timely pay earned wages during
2 employment, failure to provide complete and accurate wage statements, and failure to timely pay
3 employees all wages due upon separation of employment. Plaintiff seeks on a representative basis,
4 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
5 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
6 the State of California, and others aggrieved.

7 **II. JURISDICTION AND VENUE**

8 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
9 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
10 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
11 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
12 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
13 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
14 aggrieved California-based hourly non-exempt employees occurred in locations throughout
15 California, including but not limited to Los Angeles County, including but not limited to, at 3330
16 Lomita Blvd., Torrance, CA 90505.

17 **III. PARTIES**

18 3. Plaintiff brings this action as a representative of the Labor and Workforce
19 Development Agency on behalf of herself and other current and former employees subject to
20 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
21 filed include current, former and/or future employees of Defendants who work, worked, or will
22 work for Defendants as direct employees as well as temporary employees employed through temp
23 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
24 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
25 employed by Defendants in an hourly position at Defendants' location in Torrance from
26 approximately January 2023 until on or about January 2024.

27 4. Plaintiff is informed and believes and thereon alleges that Defendant TORRANCE
28 MEMORIAL MEDICAL CENTER is authorized to do business within the State of California and

1 is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
2 relevant hereto were persons acting on behalf of Defendant TORRANCE MEMORIAL
3 MEDICAL CENTER in the establishment of, or ratification of, the aforementioned illegal wage
4 and hour practices or policies. Defendant TORRANCE MEMORIAL MEDICAL CENTER
5 operates in Los Angeles County, and employed Plaintiff and aggrieved employees in Los Angeles
6 County, including but not limited to, at 3330 Lomita Blvd., Torrance, CA 90505.

7 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
8 through 50 are corporations, or are other business entities or organizations of a nature unknown to
9 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
10 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
11 working conditions of employment of Plaintiff and aggrieved employees.

12 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
13 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
14 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
15 supervisor, independent contractor and/or employee of each defendant who violated or caused to
16 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
17 the Industrial Welfare Commission's wage orders regulating hours and days of work.

18 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
19 sues said defendants by said fictitious names, and will amend this complaint when the true names
20 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
21 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
22 named defendants is in some manner responsible for the events and allegations set forth in this
23 complaint.

24 8. Plaintiff makes the allegations in this complaint without any admission that, as to
25 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
26 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

27 **FIRST CAUSE OF ACTION**

28 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**

2004, LABOR CODE SECTIONS 2698, ET SEQ.

(Against all Defendants by Plaintiff)

9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable Wage Orders.

11. Specifically, Defendants have committed the following violations of California Labor Code:

12. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

13. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the Wage Orders.

14. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to, "rounding down" or "shaving down" Plaintiff and similarly situated employees' total daily hours at the time of their clock-ins and clock-outs, to the nearest tenth of an hour, to the benefit of Defendant.

15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees working time for which they were not
2 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
3 Wage Order.

4 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
5 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
6 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
7 which includes all time that an employee is under control of the employer and all time the
8 employee is suffered and permitted to work. This includes the time an employee spends, either
9 directly or indirectly, performing services that inure to the benefit of the employer.’

10 17. Labor Code sections 510 and 1194 require an employer to compensate employees a
11 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
12 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

13 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
14 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
15 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
16 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
17 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

18 Labor Code section 510.

19 18. In this case, Defendants failed to pay Plaintiff and other current and former
20 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
21 worked due to Defendants’ policies, practices, and/or procedures including, but not limited to,
22 “rounding down” or “shaving down” Plaintiff and similarly situated employees’ total daily hours
23 at the time of their clock-ins and clock-outs, to the nearest tenth of an hour, to the benefit of
24 Defendant.

25 19. The foregoing policies, practices, and/or procedures resulted in time during each
26 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
27 employees were under the control of Defendants but were not compensated. To the extent that the
28 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
2 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
3 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
4 sections 510, 1194 and 1198, and the applicable Wage Order.

5 20. **Failure to pay wages to hourly non-exempt employees for workdays that**
6 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
7 current and former aggrieved California-based hourly non-exempt employees regularly worked
8 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

9 21. California law requires an employer to authorize or permit an employee an
10 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
11 all duties and the employer relinquishes control over the employee's activities prior to the
12 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11;
13 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
14 employ an employee for a work period of more than ten (10) hours per day without providing the
15 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
16 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
17 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
18 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
19 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
20 periods.

21 22. If an employer fails to provide an employee a meal period in accordance with the
22 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
23 for each workday that a legally required and compliant meal period was not provided. Labor Code
24 sections 226.7 and 1198; Wage Order 5 at §11.

25 23. In this case, Defendants failed to authorize or permit legally required and compliant
26 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
27 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
28 limited to, failing to authorize or permit Plaintiff and similarly situated employees a second

uninterrupted duty-free meal period of no less than thirty (30) minutes for shifts longer than ten (10) hours in length, as required by law.

24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

25. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays during which Defendants did not provide them with meal periods in compliance with California law.

26. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

27. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 5 at §12. Additionally, the rest period requirement "obligates employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

28. If the employer fails to authorize or permit a required rest period, the employer

1 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
2 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
3 Wage Order 5 at § 12.

4 29. In this case, Defendants failed to authorize or permit all legally required and
5 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
7 limited to, failing to authorize or permit Plaintiff and similarly situated employees an
8 uninterrupted duty-free rest period of a net ten (10) minutes for each four (4) hours worked
9 thereof.

10 30. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
11 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
12 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
13 workday they did not receive legally required and compliant rest periods, in violation of Labor
14 Code section 226.7.

15 31. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees not
17 receiving wages to compensate them for workdays in which Defendants did not provide them with
18 rest periods in compliance with California law.

19 32. **Failure to timely pay earned wages during employment:** In California, wages
20 must be paid at least twice during each calendar month on days designated in advance by the
21 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
22 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
23 16th and the 26th day of that month and wages earned between the 16th and the last day,
24 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
25 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
26 paid within seven (7) calendar days following the close of the payroll period in which wages were
27 earned. Labor Code section 204(d).

28 33. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed

1 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
2 exempt employees' earned wages (including minimum wages, overtime wages, meal period
3 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
4 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
5 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
6 their earned wages within the applicable time frames outlined in Labor Code section 204.

7 **34. Failure to provide complete and accurate wage statements:** Labor Code section
8 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
9 employee his or her wages, the employer must "furnish each of his or her employees ... an
10 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
11 employee, except for any employee whose compensation is solely based on a salary and who is
12 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
13 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
14 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
15 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
16 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
17 name of the employee and his or her social security number, (8) the name and address of the legal
18 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee."

20 **35.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees all wages
22 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
23 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
24 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
25 section 226(a)(1, 2, 5 & 9).

26 **36. Failure to pay employees all wages due at time of termination/resignation:** An
27 employer is required to pay all unpaid wages timely after an employee's employment ends. The
28 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)

1 hours of resignation (Labor Code section 202).

2 37. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
3 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
4 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
5 and/or rest period premium wages), Defendants failed to pay those employees timely after each
6 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

7 38. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
8 employee, on behalf of himself or herself and other current or former employees, to bring a civil
9 action to recover civil penalties against all Defendants pursuant to the procedures specified in
10 Labor Code section 2699.3.

11 39. Plaintiff has complied with the procedures for bringing suit specified in Labor
12 Code section 2699.3. On February 27, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
13 and provided notice to Defendants by certified mail which provided notice of the specific
14 provisions of the Labor Code alleged to have been violated, including the facts and theories to
15 support the violations alleged.

16 40. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
17 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
18 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
19 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
20 to investigate Plaintiff's claims.

21 41. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
22 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
23 246, 510, 512, 1194, and 1198., During Plaintiff's employment and continuing through the
24 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
25 the following amounts:

26 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and
27 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
28 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each

subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226(a), alternatively, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

42. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

**WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER
AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: May 3, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Ashly Valenzuela, Esq.
Attorneys for Plaintiff
ROSEMARY MORA on behalf of herself
and current and former aggrieved employees