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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

RHONALD ARANZASO, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

ACADIA HEALTHCARE COMPANY, INC.,
a Corporation; SJBH, LLC, a Limited Liability
Company; SOBER LIVING BY THE SEA,
INC., a Corporation; CRC HEALTH, LLC, a
Limited Liability Company; VISTA
BEHAVIORAL HOSPITAL, LLC, a Limited
Liability Company and DOES 1 through 50,
inclusive,

Defendants.

Case No. **23CV409907**

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
218, 221, 226(a), 226.7, 227.3, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

1 Plaintiff Rhonald Aranzaso (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants Acadia Healthcare Company,
8 Inc., SJBH, LLC, Sober Living By The Sea, Inc., CRC Health, LLC, and Vista Behavioral
9 Hospital, LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties
10 for himself, and on behalf of all current and former aggrieved employees that worked for
11 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
12 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
13 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
14 damages for those violations, but simply the civil penalties permitted by California Labor Code
15 § 2699.

16 2. California has enacted the PAGA to permit an individual to bring an action on
17 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
18 nature of this action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 **THE PARTIES**

25 4. Acadia Healthcare Company, Inc. is a corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in the state of
27 California.
28

1 5. SJBH, LLC is a limited liability company that at all relevant times mentioned
2 herein conducted and continues to conduct substantial business in the state of California.

3 6. Sober Living By The Sea, Inc. is a corporation that at all relevant times mentioned
4 herein conducted and continues to conduct substantial business in the state of California.

5 7. CRC Health, LLC is a limited liability company that at all relevant times
6 mentioned herein conducted and continues to conduct substantial business in the state of
7 California.

8 8. Vista Behavioral Hospital, LLC is a limited liability company that at all relevant
9 times mentioned herein conducted and continues to conduct substantial business in the state of
10 California.

11 9. PLAINTIFF alleges there has existed a unity of interest and ownership between
12 Acadia Healthcare Company, Inc. and/or SJBH, LLC and/or Sober Living By The Sea, Inc.
13 and/or CRC Health, LLC and/or Vista Behavioral Hospital, LLC such that any individuality and
14 separateness between the entities has ceased and all Defendants are referred to herein as
15 “DEFENDANT.”

16 10. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
17 of DEFENDANT at all relevant times. PLAINTIFF alleges there has existed a unity of interest
18 and ownership between DEFENDANT such that any individuality and separateness between
19 the entities has ceased. Acadia Healthcare Company, Inc. and/or SJBH, LLC and/or Sober
20 Living By The Sea, Inc. and/or CRC Health, LLC and/or Vista Behavioral Hospital, LLC and
21 DOES 1-50 are therefore alter egos of each other. Adherence to the fiction of the separate
22 existence of DEFENDANT would permit an abuse of the corporate privilege, and would
23 promote injustice by protecting DEFENDANT from liability for the wrongful acts committed
24 by them.

25 11. PLAINTIFF further alleges that Defendants are the alter egos of each other for
26 the following reasons:

27 (A) On the California Secretary of State’s website
28 (<https://businesssearch.sos.ca.gov/>) Acadia Healthcare Company, Inc.

1 and/or SJBH, LLC and/or Sober Living By The Sea, Inc. and/or CRC
2 Health, LLC and/or Vista Behavioral Hospital, LLC have the same entity
3 address and/or mailing address and/or Agent for Service of Process; and,

4 (B) On information and belief Acadia Healthcare Company, Inc. and/or SJBH,
5 LLC and/or Sober Living By The Sea, Inc. and/or CRC Health, LLC
6 and/or Vista Behavioral Hospital, LLC utilize the same standardized
7 employment forms and issue the same employment policies.

8 12. DEFENDANT operates a network of behavioral health centers in California.

9 13. PLAINTIFF was employed by DEFENDANT in California from June of 2021 to
10 September 8, 2022 and was at all times classified by DEFENDANT as a non-exempt employee,
11 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
12 of minimum and overtime wages due for all time worked.

13 14. PLAINTIFF, and such persons that may be added from time to time who satisfy
14 the requirements and exhaust the administrative procedures under the Private Attorney General
15 Act, brings this Representative Action on behalf of the State of California with respect to
16 himself and all individuals who are or previously were employed by Acadia Healthcare
17 Company, Inc. and/or SJBH, LLC and/or Sober Living By The Sea, Inc. and/or CRC Health,
18 LLC and/or Vista Behavioral Hospital, LLC in California, including any employees staffed with
19 Acadia Healthcare Company, Inc. and/or SJBH, LLC and/or Sober Living By The Sea, Inc.
20 and/or CRC Health, LLC and/or Vista Behavioral Hospital, LLC by a third party, and classified
21 as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of October
22 27, 2021 until a date as determined by the Court (the "PAGA PERIOD").

23 15. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES
24 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
25 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
26 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
27 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
28

1 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
2 applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED
3 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

4 16.. The true names and capacities, whether individual, corporate, subsidiary,
5 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
6 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
7 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
8 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
9 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
10 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
11 50, inclusive, are responsible in some manner for one or more of the events and happenings
12 that proximately caused the injuries and damages hereinafter alleged.

13 17. The agents, servants and/or employees of the Defendants and each of them
14 acting on behalf of the Defendants acted within the course and scope of his, her or its
15 authority as the agent, servant and/or employee of the Defendants, and personally
16 participated in the conduct alleged herein on behalf of the Defendants with respect to the
17 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
18 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
19 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
20 conduct of the Defendants' agents, servants and/or employees.

21 22 THE CONDUCT

23 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
24 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
25 worked, meaning the time during which an employee is subject to the control of an
26 employer, including all the time the employee is suffered or permitted to work.
27 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
28 paying them for all the time they are under DEFENDANT's control. Among other things,

1 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
2 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
3 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
4 break. DEFENDANT, as a matter of established company policy and procedure,
5 administers a uniform practice of rounding the actual time worked and recorded by
6 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
7 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
8 EMPLOYEES are paid less than they would have been paid had they been paid for actual
9 recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the
10 practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off
11 the clock in that DEFENDANT, as a condition of employment, required these employees to
12 submit to mandatory temperature checks and symptom questionnaires for COVID-19
13 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
14 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime
15 wage compensation, and off-duty meal breaks by working without their time being correctly
16 recorded and without compensation at the applicable rates. DEFENDANT's policy and
17 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
18 evidenced by DEFENDANT's business records.

19 19. State law provides that employees must be paid overtime and meal and rest
20 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
21 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
22 tied to specific elements of an employee's performance.

23 20. The second component of PLAINTIFF's and the AGGRIEVED
24 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
25 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
26 performance for DEFENDANT. The non-discretionary incentive program provided all
27 employees paid on an hourly basis with incentive compensation when the employees met the
28 various performance goals set by DEFENDANT. However, when calculating the regular

1 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
2 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
3 compensation as part of the employees' "regular rate of pay" for purposes of calculating
4 overtime pay and meal and rest break premium pay. Management and supervisors described
5 the incentive program to potential and new employees as part of the compensation package.
6 As a matter of law, the incentive compensation received by PLAINTIFF and the
7 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
8 do so has resulted in a underpayment of overtime compensation and meal and rest break
9 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

10 21. As a result of their rigorous work schedules, PLAINTIFF and the
11 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
12 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
13 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
14 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
15 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
16 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
17 which these employees were required by DEFENDANT to work ten (10) hours of work.
18 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
19 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
20 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
21 and in accordance with DEFENDANT's corporate policy and practice.

22 22. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
23 EMPLOYEES were also required from time to time to work in excess of four (4) hours
24 without being provided ten (10) minute rest periods. Further, these employees were denied
25 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
26 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
27 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
28 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)

1 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
2 also not provided with one hour wages in lieu thereof. Additionally, the applicable
3 California Wage Order requires employers to provide employees with off-duty rest periods,
4 which the California Supreme Court defined as time during which an employee is relieved
5 from all work related duties and free from employer control. In so doing, the Court held that
6 the requirement under California law that employers authorize and permit all employees to
7 take rest period means that employers must relieve employees of all duties and relinquish
8 control over how employees spend their time which includes control over the locations
9 where employees may take their rest period. Employers cannot impose controls that prohibit
10 an employee from taking a brief walk - five minutes out, five minutes back. Here,
11 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
12 unconstrained walks and is unlawful based on DEFENDANT's rule which states
13 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
14 their rest period.

15 23. During the PAGA PERIOD, DEFENDANT failed to accurately record and
16 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
17 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
18 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
19 all time worked, meaning the time during which an employee was subject to the control of
20 an employer, including all the time the employee was permitted or suffered to permit this
21 work. DEFENDANT required these employees to work off the clock without paying them
22 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
23 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
24 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
25 EMPLOYEES forfeited time worked by working without their time being accurately
26 recorded and without compensation at the applicable minimum wage and overtime wage
27 rates. To the extent that the time worked off the clock does not qualify for overtime
28

1 premium payment, DEFENDANT fails to pay minimum wages for the time worked off-the-
2 clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

3 24. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
4 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
5 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
6 provides that every employer shall furnish each of his or her employees with an accurate
7 itemized wage statement in writing showing, among other things, gross wages earned and all
8 applicable hourly rates in effect during the pay period and the corresponding amount of time
9 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
10 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
11 during the pay period and the total hours worked, and the applicable pay period in which the
12 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
13 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
14 identify such information. More specifically, the wage statements failed to identify the
15 accurate total hours worked each pay period. When the hours shown on the wage statements
16 were added up, they did not equal the actual total hours worked during the pay period in
17 violation of Cal. Lab. Code 226(a)(2). Additionally, DEFENDANT violated Cal. Lab. Code
18 Section 226(a)(9) by failing to list the hours worked and rates for the “Retroactive” wage
19 payments which were regular hourly wage payments. Aside, from the violations listed
20 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage
21 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
22 DEFENDANT from time to time provided PLAINTIFF and the AGGRIEVED
23 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

24 25. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
25 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
26 the wages are paid not more than seven (7) calendar days following the close of the payroll
27 period. Cal. Lab. Code § 210 provides:
28

1 in [I]n addition to, and entirely independent and apart from, any other penalty provided
2 this article, every person who fails to pay the wages of each employee as provided in
3 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
4 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) 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.

5 26. DEFENDANT from time to time failed to pay PLAINTIFF and the
6 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
7 accordance with Cal. Lab. Code § 204(d), including but not limited to for the “Retroactive”
8 wage payments.

9 27. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
10 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
11 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
12 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
13 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and the AGGRIEVED
14 EMPLOYEES at their base rates of pay.

15 28. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
16 employees be calculated by dividing the employee’s total wages, not including overtime
17 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
18 days of employment.

19 29. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
20 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
21 earned non-discretionary incentive wages which increased their regular rate of pay.
22 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
23 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
24 required under Cal. Lab. Code Section 246.

25 30. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
26 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
27 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
28 believes and based thereon alleges that such failure to pay sick pay at regular rate was

1 willful, such that PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has
2 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

3 31. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
4 to collect or receive from an employee any part of wages theretofore paid by said employer
5 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
6 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
7 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
8 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
9 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
10 pay period and upon termination.

11 32. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
12 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
13 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
14 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
15 2802, employers are required to indemnify employees for all expenses incurred in the course
16 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
17 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
18 employee in direct consequence of the discharge of his or her duties, or of his or her
19 obedience to the directions of the employer, even though unlawful, unless the employee, at
20 the time of obeying the directions, believed them to be unlawful."

21 33. In the course of their employment PLAINTIFF and the AGGRIEVED
22 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
23 personal cellular phones as a result of and in furtherance of their job duties as employees for
24 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
25 associated with the use of their personal cellular phones for DEFENDANT's benefit.
26 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
27 DEFENDANT to use their personal cellular phones. As a result, in the course of their
28 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES

1 incurred unreimbursed business expenses which included, but were not limited to, costs
2 related to the use of their personal cellular phones all on behalf of and for the benefit of
3 DEFENDANT.

4 34. All of the conduct and violations alleged herein occurred during the PAGA
5 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
6 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
7 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
8 2018 AJDAR 12157 (Certified for Publication 12/19/18).

9
10 **JURISDICTION AND VENUE**

11 35. This Court has jurisdiction over this Action pursuant to California Code of
12 Civil Procedure, Section 410.10.

13 36. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
15 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
16 facilities in this County and/or conducts substantial business in this County, and (ii)
17 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
18 AGGRIEVED EMPLOYEES.

19 **FIRST CAUSE OF ACTION**

20 **For Violation of the Private Attorneys General Act**

21 **[Cal. Lab. Code §§ 2698, *et seq.*]**

22 **(By PLAINTIFF and Against All Defendants)**

23 37. PLAINTIFF realleges and incorporates by this reference, as though fully set
24 forth herein, the prior paragraphs of this Complaint.

25 38. PAGA is a mechanism by which the State of California itself can enforce state
26 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
27 the state's labor law enforcement agencies. An action to recover civil penalties under
28 PAGA is fundamentally a law enforcement action designed to protect the public and not to

1 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
2 but to create a means of "deputizing" citizens as private attorneys general to enforce the
3 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
4 public interest to allow aggrieved employees, acting as private attorneys general to recover
5 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
6 claims cannot be subject to arbitration.

7 39. PLAINTIFF, and such persons that may be added from time to time who
8 satisfy the requirements and exhaust the administrative procedures under the Private
9 Attorney General Act, brings this Representative Action on behalf of the State of California
10 with respect to himself and all individuals who are or previously were employed by Acadia
11 Healthcare Company, Inc. and/or SJBH, LLC and/or Sober Living By The Sea, Inc. and/or
12 CRC Health, LLC and/or Vista Behavioral Hospital, LLC in California, including any
13 employees staffed with Acadia Healthcare Company, Inc. and/or SJBH, LLC and/or Sober
14 Living By The Sea, Inc. and/or CRC Health, LLC and/or Vista Behavioral Hospital, LLC by
15 a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
16 during the time period of October 27, 2021 until a date as determined by the Court (the
17 "PAGA PERIOD").

18 40. On October 27, 2022, PLAINTIFF gave written notice by electronic mail to
19 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
20 employer of the specific provisions of this code alleged to have been violated as required by
21 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
22 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
23 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
24 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

25 41. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
27 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
28 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,

1 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
2 required expenses, and (f) failed to provide wages when due, all in violation of the
3 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
4 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
5 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
6 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
7 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
8 Labor Code Private Attorney General Act of 2004 as the representative of the State of
9 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
10 EMPLOYEES.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
13 severally, as follows:

14 1. On behalf of the State of California and with respect to all AGGRIEVED
15 EMPLOYEES:

16 A) Recovery of civil penalties as prescribed by the Labor Code Private
17 Attorneys General Act of 2004; and,

18 B) An award of attorneys' fees and cost of suit, as allowable under the
19 law, including, but not limited to, pursuant to Labor Code §2699.

20 Dated: January 13, 2023 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
21 LLP

22 By: /s/ Nicholas De Blouw
23 Norman B. Blumenthal
24 Kyle R. Nordrehaug
25 Nicholas J. De Blouw

26 *Attorneys for Plaintiff*

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).