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FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO

FEB 14 2023

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BY MARIAH MORA
 MARIAH MORA, DEPUTY

10 Attorneys for Plaintiff,
 11 ARIANNA CAREY on behalf of
 herself, all aggrieved employees, and the State
 of California as a Private Attorneys General

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 14 **COUNTY OF SAN BERNADINO**

16 ARIANNA CAREY, an individual, on behalf
 of herself, all aggrieved employees, and the
 17 State of California as a Private Attorneys
 General,

Case No.: **CIV SB 2305067**

18
 19 Plaintiff,

REPRESENTATIVE ACTION

20 vs.

**Violation of the Private Attorneys General
 Act of 2004, Cal. Labor Code §2698 et seq.**

21 ALLCARE MEDICAL MANAGEMENT,
 22 INC., a California Corporation and DOES 1-
 23 50, inclusive,

24 Defendant.

1 Plaintiff ARIANNA CAREY brings this PAGA representative action complaint on behalf
2 of herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
3 alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff ARIANNA CAREY worked as an employee for Defendant ALLCARE
6 MEDICAL MANAGEMENT, INC. and Does 1-50 (collectively “Defendant”). Plaintiff
7 ARIANNA CAREY worked for Defendant as a Medical Assistant from May 9, 2022 until July 8,
8 2022. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”),
9 Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former employees of
10 Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

11 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
12 willful, and intentional employment practices and policies. Plaintiff brings this representative
13 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
14 California, based upon the claims articulated below. Plaintiff provided notice of her claims
15 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
16 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
17 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
18 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
19 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

20 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
21 worked, including overtime hours worked; (2) failing to provide rest breaks; (3) failing to provide
22 uninterrupted meal breaks & second meal breaks; (4) failing to reimburse for required business
23 expenses; (5) failing to pay wages due upon termination; (6) failing to provide accurate itemized
24 wage statements and violating record keeping requirements. Defendant is therefore liable for civil
25 penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor
26 Code §2698 *et seq.*, as described more fully herein.

1 **THE PARTIES**

2 7. Plaintiff ARIANNA CAREY is a resident of the State of California and worked for
3 Defendant until July 8, 2022.

4 8. Defendant ALLCARE MEDICAL MANAGEMENT, INC. is a California corporation
5 authorized to do business and doing business in California with the capacity to sue and to be sued,
6 and doing business, in the county of San Bernadino, State of California.

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

12 10. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
13 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
14 of the representative class, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
16 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
17 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
18 to the other Defendants.

19 **JURISDICTION AND VENUE**

20 11. Venue is proper in this judicial district because Defendant conducts business in this
21 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
22 in this case that arose in this county.

23 12. The statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of
24 the Superior Court and will be established according to proof at trial. Based on information,
25 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
26 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
27 (\$25,000).
28

13. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

14. During the relevant time-period, Defendant committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

15. This representative action represents over one hundred current and former aggrieved employees.

16. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to the present, Defendant engaged in unlawful employment practices that resulted in violations of numerous Labor Code sections, as set forth more fully below.

17. Plaintiff and all current and former employees within one year of filing this action to the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

18. Defendant, and each of them, have committed the following violations of the California Labor Code:

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

19. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

20. Section 2(K) of Wage Orders 4 and 5 define “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.” Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period.

1 21. Plaintiff and aggrieved employees frequently worked off the clock and were routinely
2 subjected to periods wherein they were under the Defendant's control but not compensated for
3 their time. Plaintiff and aggrieved employees have been required to provide patient care and
4 perform other work duties while off the clock. Specifically, Plaintiff has been required to provide
5 patient care after clocking out. Plaintiff and aggrieved employees were also required to work
6 during unpaid, interrupted meal periods.

7 22. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197
8 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
9 226, 558, 1194 and 1194.2, Plaintiff and other Aggrieved Employees are entitled to recover
10 damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys'
11 fees, expenses, and costs of suit. As a result of these ongoing violations, Defendant is liable for,
12 among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 et seq.

13 23. Failure to Pay Wages- Required Minimum Wage. Pursuant to Labor Code §§ 1194,
14 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work
15 without paying wages at the proper minimum wage for all time worked as required by the
16 Applicable Wage Orders. Pursuant to the Applicable Wage Orders "hours worked" include "the
17 time during which an employee is subject to the control of an employer, and includes all the time
18 the employee is suffered or permitted to work, whether or not required to do so." During the
19 applicable recovery period, Aggrieved Employees were suffered, permitted, and required to
20 perform work by Defendant for which they received no pay. Moreover, because Plaintiff and her
21 coworkers were paid at or near minimum wage, failure to pay for all hours worked resulted in a
22 failure to pay minimum wage. The aforementioned acts by Defendant were undertaken with the
23 intention of depriving Aggrieved Employees of their earned wages. As a result of these ongoing
24 violations, Defendant is liable for, among other things, civil penalties pursuant to Labor Code §§
25 558 & 2698 et seq.

26 24. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
27 Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant to
28 Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the

1 unlawful employment policies and practices discussed herein. As a result of these practices,
2 Plaintiff and aggrieved employees were underpaid for hours worked, including overtime and
3 penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.
4 Due to this failure, Defendant is liable under Labor Code §210 for failure to pay wages as required
5 by law.

6 **Failure to Provide Rest Breaks**

7 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

8 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
9 incorporate said paragraphs herein by reference.

10 26. Defendant has failed to maintain a compliant rest period policy and practice that
11 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
12 that she and her coworkers were not provided with rest periods and she never received one while
13 working for Defendant.

14 27. Rest periods were often either less than ten minutes, not provided, interrupted or late,
15 “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
16 prescribed by California law because Defendant: (1) did not account for all hours worked that were
17 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
18 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
19 inform and train employees about when, where and how to take timely and uninterrupted ten-
20 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
21 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
22 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
23 break policy.

24 28. Defendant did not authorize or permit all of its hourly employees to take at least a ten
25 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
26 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When
27 breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant
28

1 violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these
2 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

3 **Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks**

4 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

5 29. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
6 incorporate said paragraphs herein by reference.

7 30. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
8 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
9 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
10 employ an employee for a work period of more than five hours per day without providing the
11 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
12 employer shall require an employee to work during any meal... period mandated by an applicable
13 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
14 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
15 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
16 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

17 31. Plaintiff and aggrieved employees often received late, short, and interrupted meal
18 periods. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
19 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
20 (2) did not adequately inform and train employees about their rights to meal periods and premium
21 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
22 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
23 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
24 periods; and/or (5) because management at various levels, affecting all hourly, non-exempt
25 employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff
26 and aggrieved employees were not paid a premium payment, paid as an hour's wage when meal
27 periods were not given to them in compliance with California law.

1 **Failure to Reimburse For Required Business Expenses**

2 (Cal. Lab. Code §§1198, 2802, 2699 *et seq.*)

3 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 33. Labor Code §2802 requires employers to indemnify employees for necessary
6 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
7 Plaintiff and aggrieved employees were required to use their personal cell phones and also required
8 to purchase mandatory uniform apparel, and employees were not compensated for the use of their
9 devices and resources.

10 **Failure to Pay Wages Due Upon Termination**

11 (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

12 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
13 incorporate said paragraphs herein by reference.

14 35. An employee who is discharged must be paid all of his or her wages, including accrued
15 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
16 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
17 Plaintiff at the time employment terminated. Defendant willfully failed to pay employees who are
18 no longer employed by it all compensation due upon termination of employment as required by
19 Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to
20 recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Defendant
21 is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

22 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
23 **Requirements**

24 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

25 36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 37. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
28 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226

1 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
2 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
3 actual gross wages earned, including pay for all hours worked, and overtime pay, and pay for meal
4 and rest period penalty wages.

5 38. Such failures caused injury to Plaintiff and others, by, among other things, impeding
6 them from knowing the total hours worked and the amount of wages to which they are and were
7 entitled. Defendant knowingly and intentionally failed to itemize the gross wages earned, net
8 wages earned, and total hours worked. Defendant is liable for civil penalties pursuant to Labor
9 Code § 2698 *et seq.*

10 39. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
11 employees to sign employment related contracts and documents that contained unlawful terms of
12 employment.

13 **FIRST CAUSE OF ACTION**

14 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**
15 **(California Labor Code §2698 *et seq.*)**

16 40. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 41. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
19 during the applicable statutory period and suffered one or more of the Labor Code violations set
20 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
21 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
22 attorneys’ fees and costs.

23 42. Plaintiff seeks to recover the PAGA civil penalties through a representative action
24 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
25 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

26 43. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
27 Code provisions:
28

- a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5);
- b. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*);
- c. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*);
- d. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198, 2802, 2699 *et seq.*);
- e. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*);
- f. Failure to Provide Accurate Itemized Wage Statements and Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

44. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

45. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

46. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

47. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged

herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

48. At the time of each violation, Defendant employed one or more employees.

49. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

50. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue her PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

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4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: February 13, 2023

KOUL LAW FIRM

LAW OFFICES OF SAHAG MAJARIAN II

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', is written over a horizontal line.

BY: Nazo Koulloukian, Esq.

Attorneys for Plaintiff ARIANNA CAREY, and all
aggrieved employees

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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

December 8, 2022

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

AllCare Medical Management, Inc.
164 W. Hospitality Lane, Suite 1A
San Bernardino, CA 92408

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Arianna Carey
Employer: AllCare Medical Management, Inc.

Dear Sir or Madam:

Claimant and aggrieved employee Arianna Carey has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM to represent her, and all other aggrieved employees, for wage and hour claims against her former employer, AllCare Medical Management, Inc. (hereafter referred to as “Employer”). Employer hired, assigned and paid Claimant to work as a Medical Assistant from May 9, 2022, until July 8, 2022.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

As alleged below, Claimant personally suffered some of the Labor Code violations committed by Employer, while other violations, though not personally suffered by her, were suffered by other Aggrieved Employees. As held in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 758, “[b]y the plain language of the statute, an aggrieved employee need only suffer one of the Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on behalf of himself or herself and current or former employees who suffered any Labor Code violation at the hands of the employer. Plaintiff need not have actually

suffered all of the Labor Code violations that she alleges to have taken place for purposes of seeking PAGA penalties." (citation omitted). Accordingly, Claimant plans to pursue penalties for all the violations committed by Employer against the Aggrieved Employees, including those she did not personally suffer.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

Section 2(K) of Wage Orders 4 and 5 define "hours worked" as "the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so." Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period.

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but not compensated for their time. Claimant and aggrieved employees have been required to provide patient care and perform other work duties while off the clock. Specifically, Claimant has been required to provide patient care after clocking out. Employees were also required to work during unpaid, interrupted meal periods.

Employer's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226, 558, 1194 and 1194.2, Claimant and other Aggrieved Employees are entitled to recover damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees, expenses, and costs of suit. As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Pay Wages- Required Minimum Wage

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage Orders "hours worked" include "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

During the applicable recovery period, Aggrieved Employees were suffered, permitted, and required to perform work by Employer for which they received no pay. Moreover, because Claimant and her coworkers were paid at or near minimum wage, failure to pay for all hours worked resulted in a failure to pay minimum wage. The aforementioned acts by Employer were undertaken with the intention of depriving Aggrieved Employees of their earned wages. As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Provide Rest Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that she and her coworkers were not provided with rest periods and she never received one while working for Employer.

Rest periods were often either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*

During Claimant’s employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o

employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees often received late, short, and interrupted meal periods. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Failure to Reimburse For Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant and aggrieved employees were required to use their personal cell phones and also required to purchase mandatory uniform apparel, and employees were not compensated for the use of their devices and resources.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked, and overtime pay, and pay for meal and rest period penalty wages.

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to itemize the gross wages earned, net wages earned, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'N. Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorneys for Claimant

SUMMONS
(CITACION JUDICIAL)**NOTICE TO DEFENDANT:**
(AVISO AL DEMANDADO):

ALLCARE MEDICAL MANAGEMENT, INC., a California Corporation and DOES 1-50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ARIANNA CAREY, an individual, on behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys General,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 25 2023

BY

Mariah Mora

Mariah Mora

DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California

County of San Bernardino, Civil Division
247 West Third Street, San Bernardino, CA 92415

CASE NUMBER:
(Número del Caso):

CIV SB 2305067

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Nazo Koulloukian, SBN 263809, 3435 Wilshire Blvd., Ste. 1710, Los Angeles, CA 90010, Tel: (213) 761-5484

DATE:
(Fecha)

APR 25 2023

Clerk, by
(Secretario)Mariah MoraDeputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

Mariah Mora

[SEAL]

COPY

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nazo Koulloukian, SBN 263809 KOUL LAW FIRM 3435 Wilshire Blvd., Suite 1710 Los Angeles, CA 90010 TELEPHONE NO.: (213) 761-5484 FAX NO.: (818) 561-3938 ATTORNEY FOR (Name): Plaintiff and the Aggrieved Employees		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO FEB 14 2023 BY <u>MARIAH MORA</u> MARIAH MORA, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 West Third Street MAILING ADDRESS: 247 West Third Street CITY AND ZIP CODE: San Bernardino 92415 BRANCH NAME: Civil Division		CASE NUMBER CIV SB 2305067 JUDGE: DEPT:	
CASE NAME: Carey v. AllCare Medical Management, Inc., et al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): One (1)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 13, 2023
 Nazo Koulloukian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code): (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:	TRIAL SETTING CONFERENCE DATE: _____		
E-MAIL ADDRESS:	UNLIMITED CASE: _____		
ATTORNEY FOR (Name):	LIMITED CASE: _____		
FAX NO. (Optional):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INITIAL TRIAL SETTING CONFERENCE STATEMENT			CASE NUMBER:

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. This document must be filed and served at least 15 days prior to the trial setting conference date.

- Party or parties** (answer one):
 - ☐ This statement is submitted by party (*name*):
 - ☐ This statement is submitted jointly by parties (*names*):
- Service of Complaint** on all parties has ☐ has not ☐ been completed.
- Service of Cross-Complaint** on all parties has ☐ has not ☐ been completed.
- Description of case** in Complaint:
- Description of case** in Cross-Complaint:
- Has all discovery been completed: Yes ☐ No ☐ Date discovery anticipated to be completed: _____
- Do you agree to mediation? Yes ☐ No ☐ Please check type agreed to: Private: _____ Court-sponsored: _____
- Related cases, consolidation, and coordination:** Please attach a Notice of Related Case.

☐ A motion to ☐ consolidate ☐ Trial dates requested: Yes ☐ No ☐ Available dates: _____

Time estimate: _____
- Other issues:**

☐ The following additional matters are requested to be considered by the Court:
- Meet and Confer:**

☐ The parties represent that they have met and conferred on all subjects required by California Rules of Court, Rule 3.724.

☐ The parties have entered into the following stipulation(s):
- Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the Initial Trial Setting Conference, including the written authority of the party where required.
Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:	TRIAL SETTING CONFERENCE DATE: _____		
E-MAIL ADDRESS:	UNLIMITED CASE: _____		
ATTORNEY FOR (Name):	LIMITED CASE: _____		
FAX NO. (Optional):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO			
COURTHOUSE ADDRESS:			CASE NUMBER:
PLAINTIFF:			
DEFENDANT:			
INITIAL TRIAL SETTING CONFERENCE STATEMENT			

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. This document must be filed and served at least 15 days prior to the trial setting conference date.

- Party or parties (answer one):
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- Service of Cross-Complaint on all parties has ☐ has not ☐ been completed.
- Description of case in Complaint:
- Description of case in Cross-Complaint:
- Has all discovery been completed: Yes ☐ No ☐ Date discovery anticipated to be completed: _____
- Do you agree to mediation? Yes ☐ No ☐ Please check type agreed to: Private: _____ Court-sponsored: _____
- Related cases, consolidation, and coordination: Please attach a Notice of Related Case.

☐ A motion to ☐ consolidate ☐ Trial dates requested: Yes ☐ No ☐ Available dates: _____

Time estimate: _____
- Other issues:

☐ The following additional matters are requested to be considered by the Court:
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☐ The parties represent that they have met and conferred on all subjects required by California Rules of Court, Rule 3.724.

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- Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the Initial Trial Setting Conference, including the written authority of the party where required.
Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Arianna Carey

CASE NO.: CIV SB 2305067

vs.

CERTIFICATE OF ASSIGNMENT

AllCare Medical Management, Inc., et al.

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the Civil Division-San Bernardino District of the Superior Court under Rule 404 of this court for the checked reason:

☒ General

☐ Collection

Nature of Action	Ground
☐ 1. Adoption	Petitioner resides within the district
☐ 2. Conservator	Petitioner or conservatee resides within the district.
☐ 3. Contract	Performance in the district is expressly provided for.
☐ 4. Equity	The cause of action arose within the district.
☐ 5. Eminent Domain	The property is located within the district.
☐ 6. Family Law	Plaintiff, defendant, petitioner or respondent resides within the district.
☐ 7. Guardianship	Petitioner or ward resides within the district or has property within the district.
☐ 8. Harassment	Plaintiff, defendant, petitioner or respondent resides within the district.
☐ 9. Mandate	The defendant functions wholly within the district.
☐ 10. Name Change	The petitioner resides within the district.
☐ 11. Personal Injury	The injury occurred within the district.
☐ 12. Personal Property	The property is located within the district.
☐ 13. Probate	Decedent resided or resides within the district or had property within the district.
☐ 14. Prohibition	The defendant functions wholly within the district.
☐ 15. Review	The defendant functions wholly within the district.
☐ 16. Title to Real Property	The property is located within the district.
☐ 17. Transferred Action	The lower court is located within the district.
☐ 18. Unlawful Detainer	The property is located within the district.
☐ 19. Domestic Violence	The petitioner, defendant, plaintiff or respondent resides within the district.
☒ 20. Other <u>PAGA Action</u>	<u>Defendant's Principal Place of Business is Located Within</u>
☐ 21. THIS FILING WOULD	NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

ALLCARE MEDICAL MANAGEMENT, INC.

164 W. Hospitality Lane, Suite 1A

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

San Bernardino

CA

92408

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on February 13, 2023 at Los Angeles, California

Signature of Attorney/Party

CERTIFICATE OF ASSIGNMENT