

Adam Rose (210880)
adam@frontierlawcenter.com
Manny Starr (319778)
manny@frontierlawcenter.com
Frontier Law Center
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorney for Plaintiff
Emma Jean Elwood

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

02/27/2023 at 12:00:00 AM

By: Angela Linhares,
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

EMMA JEAN ELWOOD, individually and on
behalf of all aggrieved employees,

Plaintiffs,

v.

ALL AMERICAN HEALTHCARE SERVICES,
INC., ALAMEDA HEALTHCARE AND
WELLNESS CENTER, and DOES 1 to 100,

Defendants.

) NO. **23CV028398**

) COMPLAINT

) 1. PAGA Penalties

) 2. Wrongful Termination in Violation of
Public Policy

PRELIMINARY ALLEGATIONS

1. Plaintiff Emma Jean Elwood is a resident of Sacramento County.

2. Defendant All American Healthcare Services, Inc. is a New Jersey corporation that is
qualified to do business in California, and it is a healthcare staffing agency.

3. Defendant Alameda Healthcare and Wellness Center is a business entity form unknown that
is based in Alameda County.

4. Plaintiff does not know the true names and capacities of Does 1 to 100 and therefore uses
fictitious names. Plaintiff will amend the complaint pursuant to Code of Civil Procedure section
474 to allege the true names and capacities when ascertained.

1 5. Plaintiff is informed and believes that each of the Defendants was the agent or employee of
2 the other defendants and acted in the scope of agency or employment.

3 6. Plaintiff and the aggrieved employees worked as nurses. Therefore, Wage Order 4 applies.

4 7. Defendants assigned Plaintiff and the aggrieved employees to work at health care facilities.
5 Plaintiff was assigned to work at Alameda Healthcare and Wellness Center in Alameda; thus venue
6 is proper in Alameda County.

7 8. On December 1, 2022 Plaintiff uploaded a PAGA letter to the LWDA website and sent the
8 letter by certified mail to All American Healthcare Services, Inc. Since it has been more than 65
9 days since the PAGA letter was sent, Plaintiff may now request PAGA penalties.

10 9. The PAGA period is from December 1, 2021 to entry of judgment in this case.

11 10. The PAGA penalties relate to the following Labor Code violations.

12 11. First, Plaintiff and the aggrieved employees were not paid overtime at the correct regular
13 rate of pay in violation of Labor Code sections 510 and 1194.

14 12. Second, Plaintiff and the aggrieved employees were not paid premium pay for missed meal
15 and rest breaks at the correct regular rate of pay in violation of Labor Code section 226.7.

16 13. Third, Plaintiff and the aggrieved employees were not able to take all required meal and rest
17 breaks in violation of Labor Code section 512 and Labor Code section 1198 (incorporating the
18 wage orders).

19 14. Fourth, Plaintiff and the aggrieved employees were not paid sick pay at the correct regular
20 rate of pay.

21 15. Fifth, Plaintiff and the aggrieved employees were not reimbursed for expenses they
22 incurred, including purchasing medical equipment.

23 16. Sixth, Plaintiff and the aggrieved employees are entitled to derivative PAGA penalties
24 relating to wage statement and waiting time violations.

25 17. Next, Plaintiff reported conditions at Alameda Healthcare and Wellness Center to the State
26 of California.

27 18. When Alameda Healthcare and Wellness Center found out that Plaintiff made a complaint
28 to the State of California, Plaintiff was terminated.

1 19. Labor Code section 1102.5(b) provides that an employer shall not retaliate against an
2 employee for disclosing information to a government or law enforcement agency if the employee
3 has reasonable cause to believe that the information discloses a violation of state or federal statute,
4 or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
5 whether disclosing the information is part of the employee's job duties.

6 20. Alameda Healthcare and Wellness Center squarely violated this statute based on the above.
7

8 FIRST CAUSE OF ACTION

9 PAGA PENALTIES

10 Against All American Healthcare Services, Inc. and Does 1 to 100

11 21. Plaintiff incorporates by reference paragraphs 1 to 20 of the complaint.

12 22. The PAGA penalties of Labor Code sections 558 and 1197.1 apply to the unpaid overtime
13 violations.

14 23. The PAGA penalties of Labor Code 558 and 2699 apply to the premium pay violations.

15 24. The PAGA penalties of Labor Code 558 and 2699 apply to the missed break violations.

16 25. The PAGA penalties of Labor Code 2699 apply to the sick pay violations.

17 26. The PAGA penalties of Labor Code 2699 apply to the work reimbursement violations.

18 27. The PAGA penalties of Labor Code 2699 apply to the derivative penalty violations.

19 28. Further, Plaintiff is entitled to attorney fees and costs under Labor Code section 2699.
20

21 SECOND CAUSE OF ACTION

22 WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

23 Against All Defendants

24 29. Plaintiff incorporates by reference paragraphs 1 to 20 of the complaint.

25 30. As stated above, Labor Code section 1102.5, subdivision (b) protects Plaintiff from
26 retaliation for making a complaint to a governmental agency.

27 31. Once Defendants learned that Plaintiff made a complaint to the State of California about the
28 conditions at Alameda Healthcare and Wellness Center, she was terminated.

1 32. As a result, Plaintiff is entitled to back pay, front pay, and general damages.

2 33. Plaintiff is also entitled to a penalty of \$10,000 plus attorney fees.

3

4 PRAYER

5 First Cause of Action

6 1. All applicable PAGA penalties

7 2. Attorney fees and costs

8 3. Other relief the court deems proper

9

10 Second Cause of Action

11 1. Back pay, front pay, and general damages

12 2. A penalty of \$10,000

13 3. Attorney fees and costs

14 4. Other relief the court deems proper

15

16 Date: February 26, 2023

FRONTIER LAW CENTER

17

18

Adam Rose

19

Adam Rose
Attorney for Plaintiff
Emma Jean Elwood

20

21

22

23

24

25

26

27

28