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Attorneys for Plaintiff ANGELA E. BROWN,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

ANGELA E. BROWN, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

LONG BEACH HEALTHCARE CENTER,
LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **23STCV15411**

PAGA ACTION

**PLAINTIFF ANGELA E. BROWN'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ANGELA E. BROWN ("Plaintiff"), who alleges and complains
against Defendants LONG BEACH HEALTHCARE CENTER, LLC; and DOES 1 to 100,
inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated

1 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
2 overtime hours worked at the proper overtime rate of pay; failure to authorize or permit all legally
3 required and/or compliant meal periods, pay meal period premium wages, or pay meal period
4 premium wages at the proper rate of pay; failure to authorize or permit all legally required and/or
5 compliant rest periods, pay rest period premium wages, or pay rest period premium wages at the
6 proper rate of pay; statutory penalties for failure to provide accurate wage statements; statutory
7 waiting time penalties in the form of continuation wages for failure to timely pay employees all
8 wages due upon separation of employment. Plaintiff seeks on a representative basis, following
9 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys'
10 fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State
11 of California, and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County at 3401 Cedar Ave, Long Beach CA
21 90807.

22 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
23 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
24 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
25 tolled from April 6, 2020, until October 1, 2020.

26 **III. PARTIES**

27 4. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of herself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will
3 work for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
5 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
6 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
7 approximately June 2022 until his termination on or about November 23, 2022.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant LONG
9 BEACH HEALTHCARE CENTER, LLC, is authorized to do business within the State of
10 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
11 and at all times relevant hereto were persons acting on behalf of Defendant LONG BEACH
12 HEALTHCARE CENTER, LLC. in the establishment of, or ratification of, the aforementioned
13 illegal wage and hour practices or policies. Defendant LONG BEACH HEALTHCARE CENTER,
14 LLC, operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los
15 Angeles County, including but not limited to, at 3401 Cedar Ave, Long Beach, CA 90807.

16 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
17 through 50 are corporations, or are other business entities or organizations of a nature unknown to
18 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
19 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
20 working conditions of employment of Plaintiff and aggrieved employees.

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

27 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
28 sues said defendants by said fictitious names, and will amend this complaint when the true names

1 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
2 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
3 named defendants is in some manner responsible for the events and allegations set forth in this
4 complaint.

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

8 **FIRST CAUSE OF ACTION**

9 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
10 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

11 **(Against all Defendants by Plaintiff)**

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

13 11. During the period beginning one (1) year preceding Plaintiff sending the initial
14 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
15 202, 203, 204, 226, 226.7, 510, 512, 1194, and the applicable Wage Orders.

16 12. Specifically, Defendants have committed the following violations of California
17 Labor Code

18 13. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
19 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
20 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
21 which includes all time that an employee is under control of the employer and all time the
22 employee is suffered and permitted to work. This includes the time an employee spends, either
23 directly or indirectly, performing services that inure to the benefit of the employer.'

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

27 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
28 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve

(12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

15. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

16. In this case, Plaintiff alleges that when she and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendant failed to pay them overtime wages at the proper overtime rate of pay due to Defendant failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendant maintained a policy, practice, and/or procedure of failing to include all remuneration such as sign on bonuses and bonuses paid for employees for working double shifts, for example, when calculating Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of paying overtime.

17. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order

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

19. California law requires an employer to authorize or permit an employee an

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

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

21. In this case, on occasions when Defendant paid Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Defendant failed to pay the one (1) additional hour of pay at Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regular rate of compensation. Specifically, Defendant maintained a policy, practice, and/or procedure of failing to include all remuneration such as sign on bonuses and bonuses for working double shifts, for example, when calculating Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regular rate of compensation for the purpose of paying meal period premium wages.

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

1 section 226.7.

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

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

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

21 26. If the employer fails to authorize or permit a required rest period, the employer
22 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
23 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
24 Wage Order 5 at § 12.

25 27. In this case, on occasions when Defendant did pay Plaintiff and other current and
26 former aggrieved California-based hourly non-exempt employees a "premium" wage for late,
27 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendant failed to pay the one
28 (1) additional hour of pay at Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees regular rate of compensation. Specifically, Defendant maintained a
2 policy, practice, and/or procedure of failing to include all remuneration such as sign on bonuses
3 and bonuses for working double shifts, for example, when calculating Plaintiff and other current
4 and former aggrieved California-based hourly non-exempt employees regular rate of pay for the
5 purpose of paying rest period premium wages.

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

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

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

24 31. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
25 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
26 exempt employees' earned wages (including-overtime wages, meal period premium wages and/or
27 rest period premium wages), in violation of Labor Code section 204. Defendants' aforementioned
28 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current

1 and former aggrieved California-based hourly non-exempt employees' their earned wages within
2 the applicable time frames outlined in Labor Code section 204.

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

16 **33.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees all wages
18 earned (including—overtime wages, meal period premium wages and/or rest period premium
19 wages) rendered Plaintiff's and other current and former aggrieved California-based hourly non-
20 exempt employees' wage statements inaccurate, in violation of Labor Code section 226.

21 **34. Failure to pay employees all wages due at time of termination/resignation:** An
22 employer is required to pay all unpaid wages timely after an employee's employment ends. The
23 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
24 hours of resignation (Labor Code section 202).

25 **35.** As a derivative of Plaintiff's allegations above, because Defendants failed to pay
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
27 all their earned wages (including—overtime wages, meal period premium wages and/or rest period
28 premium wages), Defendants failed to pay those employees timely after each employee's

1 termination and/or resignation, in violation of Labor Code sections 201, 202, and 203

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

6 37. Plaintiff has complied with the procedures for bringing suit specified in Labor
7 Code section 2699.3. On April 25, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
8 and provided notice to Defendants by certified mail which provided notice of the specific
9 provisions of the Labor Code alleged to have been violated, including the facts and theories to
10 support the violations alleged.

11 38. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
12 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
13 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
14 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
15 to investigate Plaintiff's claims.

16 39. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
17 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
18 512, 1194, beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to
19 the LWDA to the present, in the following amounts:

20 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, one
21 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
22 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
23 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

28 c. For violations of Labor Code section 510, fifty dollars (\$50) for each

1 employee for each pay period for the initial violation, and for each subsequent violation, one
2 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
3 established by Labor Code section 558].

4 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
5 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
6 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
7 period [penalty amounts established by Labor Code section 1197.1].

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

10 **PRAYER FOR RELIEF**

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

13 **ON THE FIRST CAUSE OF ACTION:**

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

16 2. For any and all legally applicable penalties during the relevant statute of limitations
17 subject to any permissible tolling, including but not limited to those recoverable under the
18 California Labor Code, including but not limited to section 2699(f);

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

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

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1 Dated: June 30, 2023.

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By:



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aggrieved employees

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