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Attorneys for Plaintiff HEATHER REED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

HEATHER REED, an individual,

Plaintiff,

v.

Centria Healthcare, LLC, a Michigan Limited Liability Company, Centria Home Rehabilitation LLC, a Michigan Limited Liability Company, Luis LNU, an individual, and DOES 1 through 50,

Defendants

Case No.: 37-2023-00017173-CU-OE-CTL

SECOND AMENDED INDIVIDUAL, CLASS, AND REPRESENTATIVE ACTION COMPLAINT

1. **Class Action Claim For Violation Of Labor Code § 226**
2. **Class Action Claim For Violation Of Labor Code § 2802**
3. **Class Action Claim For Violation Of Business & Professions Code § 17200, Et Seq.**
4. **Individual Claim for Rest Period Violation**
5. **PAGA Claim for Failure To Provide Accurate Itemized Wage Statements;**
6. **PAGA Claim for Failure To Reimburse Business Expenses**

Plaintiff HEATHER REED ("Plaintiff"), on behalf of herself and acting for the interests of other current and former employees ("Plaintiffs"), alleges the following:

NATURE OF THE ACTION

1. Pursuant to Code of Civil Procedure § 382, Plaintiffs bring this proposed class action against Defendants for wage and hour abuses in violation of the California Labor Code and the Industrial Welfare Commission Wage Orders (the "IWC Wage Orders"), all of which contribute to Defendants' deliberate unfair competition.

2. Additionally, Plaintiffs bring this representative action against Defendants to recover civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq*., on behalf of the State of California, themselves, and all other Aggrieved Employees of Defendants seeking only PAGA civil penalties (no wages and no individualized relief), reasonable attorneys' fees, and costs within the meaning of *Esparza v. KS Indus., L.P.* (2017) 13 Cal.App.5th 1228.

3. Plaintiff, on behalf of herself and all Class Members, brings this action seeking reimbursement, damages, penalties, restitution, injunctive and other equitable relief, reasonable attorneys' fees, and costs.

JURISDICTION AND VENUE

4. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of San Diego, State of California because Plaintiff alleges claims arising under California law.

5. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts business in the State of California, County of San Diego, and San Diego County is where Defendants employed Plaintiff.

6. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego, State of California, because this is where Plaintiff was employed, and Defendants do business in the County of San Diego.

PARTIES

7. Plaintiff is an individual over the age of 18 and a resident of the State of California.

8. Defendant Centra Healthcare, LLC. is a Michigan limited liability company doing business in the County of San Diego, California.

9. Defendant Centria Home Rehabilitation, LLC. is a Michigan limited liability company doing business in the County of San Diego, California.

10. Defendants Centra Healthcare, LLC, Centria Home Rehabilitation, LLC, and DOES 1- 50 are herein collectively referred to as “Defendants” or, individually, Defendant.

11. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein.

12. Plaintiffs are informed and believe, and based thereon allege, that at all times relevant herein each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego for each of the other Defendants, and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other Defendants.

13. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

14. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants was an agent, officer, director, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants, and were at all times material hereto, acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them are jointly and severally liable to Plaintiffs for the acts alleged herein

15. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants

are liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set forth below.

16. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants are part of an integrated enterprise and have acted or currently act as the employer and/or joint employer of Plaintiff, making each of them liable for the violations alleged herein.

CLASS ACTION ALLEGATIONS

17. Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382, of a class of Plaintiffs consisting of the following subclasses:

a. Wage Statement Class: All individuals employed by Defendants in the State of California at any time during the period beginning one prior to the filing of this action through the date of final judgment.

b. Unreimbursed Expense Class: All individuals employed as caregivers by Defendants in the State of California as at any time from 4 years 178 days prior to the filing of this action through the date of final judgment.

c. Indemnification Class: All members of the Unreimbursed Expense Class employed as caregivers by Defendants in the State of California as at any time from 3 years 178 days prior to the filing of this action through the date of final judgment.

d. **Numerosity and Ascertainability**: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendant's records, including payroll records.

18. **Adequacy of Representation**: The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are skilled in the prosecution of wage-and-hour class actions and are ready, willing, and able to fully and adequately represent the Class and the individual Plaintiff.

19. **Common Question of Law and Fact**: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the Class concerning Defendant's consistent and uniform policy and practice of: (a) failing to provide or allow employees to select

paper wage statements, failing to provide facilities, including computers, printers, and internet access, for employees to view and print electronic wage statements, failing to implement procedures that allow terminated employees to receive copies of their wage statements on request; (b) failing to reimburse employees for all expenses incurred in the discharge of their duties.

Typicality: The claims of Plaintiff are typical of the claims of all members of the class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical manner as the Class Members. As with other class members employees, Plaintiff was not provided with nor allowed to select paper wage statements, nor was Plaintiff provided with facilities, including computers, printers, and internet access, to view and print electronic wage statements; (b) Plaintiff was not reimbursed for all expenses, including cellular phone expenses, incurred in the discharge of her duties.

20. The California Labor Code upon which Plaintiff bases these claims are broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

21. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent places employment.

22. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against the Defendants and which would establish potentially incompatible standards of

conduct for the Defendants, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

23. Such a pattern, practice and uniform administration of corporate policy regarding the provision of wage statements and expense reimbursement is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for statutory damages and penalties, reasonable attorneys' fees, and costs of suit according to the mandates of California Labor Code sections 2802 and 226, the applicable IWC Wage Orders, and Code of Civil Procedure section 1021.5.

24. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Plaintiff Class to recovery on the causes of action alleged herein.

25. The Class is commonly entitled to a specific fund with respect to the sums illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

FACTS REGARDING LABOR CODE VIOLATIONS

26. Defendants are in the business of providing attendant care services, skilled nursing, ABA (applied behavior analysis) therapy, and related services in facility settings and home-based settings. throughout the State of California.

27. Plaintiff was employed by the Defendants from approximately October 2020 through August 2022.

28. Plaintiff's job title was Registered Behavior Technician. Defendants employed Plaintiff to provide in home care to autistic children, including such things as assisting in the development of socially appropriate behaviors, speech, non-speech methods of communication such

as limited sign language or an iPad app called ACC with phrases that could be pressed on, potty training, and coaching parents on the manner in which to interact with their children.

29. As part of Plaintiff's job, it was necessary for her to purchase toys to use in play with the children she cared for. Initially, Plaintiff was given a monthly allowance to purchase toys for use with her clients. The allowance was then reduced. A few months into Plaintiff's employment, the allowance was discontinued. The use of toys was necessary for interaction with and teaching autistic children, to entertain them and keep them stimulated. Many of the children Defendants were contracted to provide care for came from low income families who did not have the funds to purchase toys, puzzles, or other accoutrement necessary for the care of autistic children. As a result, Plaintiff and the applicable classes continued to spend their own money on - but ceased to be reimbursed for - toys to use to entertain and teach the children.

30. Before the toy allowance was eliminated, Plaintiff would be required to send information on a toy to her supervisor for approval before she purchased it. For instance, Plaintiff would send Amazon links with toys available for sale to her supervisor and ask him to approve the purchases. Her supervisor stopped approving toy purchases altogether once the toy allowance was eliminated.

31. Additionally, Plaintiff and the applicable classes incurred cellular phone expenses necessary in the discharge of their duties. For example, Plaintiff's supervisor would contact Plaintiff on her personal cell phone advising Plaintiff it was time to do a "supervision" meeting via zoom, wherein Plaintiff's supervisor would observe her as she provided care. Plaintiff's supervisor would send Plaintiff a text message on her personal cell phone including a link, a meeting time, a meeting ID and password that Plaintiff was to type into the work iPad to initiate the supervision meeting. Plaintiff is informed and believes that members of the applicable classes suffered the same harms.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

32. On **or about May 30, 2023**, Plaintiff, through counsel, sent written notice to the Labor Workforce Development Agency (LWDA) and Defendants of the specific sections of the California Labor Code Defendants violated and continue to violate, and of Plaintiff's intent to pursue the claims alleged in this Complaint.

33. It has been more than 65 days since Plaintiff sent her notice to the LWDA and Defendants.

34. The LWDA has not have provided notice of its intent to assume jurisdiction over this action.

35. The Causes of Action alleged herein are appropriately suited for a Representative Action under PAGA (Labor Code § 2698, *et seq*.) because:

a. This action alleges violations of California Labor Code provisions that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;

b. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the Labor Code violations alleged on this Complaint committed against her; and

c. Plaintiff will have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

<u>FIRST CAUSE OF ACTION</u>

CLASS ACTION CLAIM FOR VIOLATION OF LABOR CODE § 226

(BY PLAINTIFF AND THE WAGE STATEMENT CLASS AGAINST DEFENDANTS CENTRIA HEALTHCARE, LLC, CENTRIA HOME REHABILITATION LLC, AND DOES 1 THROUGH 50)

36. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as though fully set forth herein.

37. Defendant failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff and Wage Statement Class Members, in violation of Labor Code section 226.

38. Defendants did not provide Plaintiffs with paper wage statements; instead, they made digital wage statements available for download through a web portal. However, the manner in which Defendants provided the digital wage statements did not comply with the law, including, without limitation, the July 6, 2006 Labor Commissioner Opinion Letter. More particularly, Defendants failed to comply with the law because:

a. Defendants failed to provide or allow employees to select paper wage statements.

b. Defendants failed to provide facilities, including computers, printers, and internet access, for employees to view and print electronic wage statements.

c. Defendants failed to implement procedures that allow terminated employees to receive copies of their wage statements on request.

39. Defendants' failure to provide paper wage statements or digital wage statements in compliance with the law is tantamount to providing no wage statements at all.

40. Under Lab. Code Section 226, an employee is deemed to suffer injury for purposes of the subdivision if the employer fails to provide a wage statement. Thus, Plaintiffs suffered injury.

41. Defendant's failure to provide paper wage statements or comply with the law concerning the provision of digital wage statements is a knowing and intentional violation of Lab. Code Section 226(a).

42. Thus, Plaintiffs are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

43. Following the termination of Plaintiff's employment, Defendants cut off her access to the online portal where Plaintiff had previously been able to access digital copies of her wage statements.

44. On November 28, 2022, Plaintiff requested her wage statements as well as personnel and pay records from Defendants.

45. On December 19, 2022, Defendants, through counsel, produced certain personnel and pay records. However, Defendants failed to produce Plaintiff's wage statements.

46. Not having received her wage statements in Defendants' December 19, 2022 production, on January 3, 2023 Plaintiff, through counsel, reiterated her request for wage statements in correspondence to Defendants' counsel, stating in part as follows: "Please accept this as a request for Ms. Reed's wage statements as required under California Labor Code Section 226."

47. Finally, on January 17, 2023, which was well after the time required by statute, Defendants produced Plaintiff's wage statements.

48. Defendants' failure to produce Plaintiff's wage statements in its initial production - despite having cut off Plaintiff's access to the web portal and despite Plaintiffs' request for the wage statements – evidences Defendants' practice of cutting of its employees' access to wage statements upon termination of employment, in direct contravention of the July 6, 2006 Labor Commissioner opinion letter.

49. In addition to its evidentiary function (see immediately preceding paragraph), Defendant's failure to provide Plaintiff with wage statements within the required time is itself a violation of Labor Code Section 226(c), redressable under the PAGA.

SECOND CAUSE OF ACTION

CLASS ACTION CLAIM FOR VIOLATION OF LABOR CODE § 2802 , ET SEQ.

(BY PLAINTIFF AND THE INDEMNIFICATION CLASS AGAINST CENTRIA HEALTHCARE, LLC, CENTRIA HOME REHABILITATION LLC, AND DOES 1 THROUGH 50)

50. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as though fully set forth herein.

51. Labor Code Section 2802 provides in part that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…"

52. Defendants failed to reimburse Plaintiffs and members of the Indemnification class for expenses incurred in the discharge of their duties, including, without limitation, the cost of toys and other objects used to entertain, teach and stimulate clients in their care, as well as cell phone and service costs.

53. Plaintiff and the Indemnification class are therefore entitled to indemnification and reimbursement of those expenses, as well as attorney fees and costs.

THIRD CAUSE OF ACTION

CLASS ACTION CLAIM FOR VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200 , ET SEQ.

(BY PLAINTIFF AND THE UNREIMBURSED EXPENSE CLASS AGAINST CENTRIA HEALTHCARE, LLC, CENTRIA HOME REHABILITATION LLC, AND DOES 1 THROUGH 50)

54. Defendant has engaged and continues to engage in unfair and unlawful business practices in California by failing to reimburse Plaintiff and members of the Unreimbursed Expense Class for expenses incurred in the discharge of their duties, including, without limitation, the cost of toys and other objects used to entertain, teach and stimulate clients in their care, as well as cell phone and service costs.

55. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

56. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

57. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code section 17200, et seq., including those set forth herein above, thereby depriving Plaintiff and other members of the Class of monies due.

FOURTH CAUSE OF ACTION

INDIVIDUAL CLAIM FOR REST PERIOD VIOLATION

(Against CENTRIA HEALTHCARE, LLC, CENTRIA HOME REHABILITATION LLC, AND DOES 1 THROUGH 50)

58. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all previous and subsequent allegations in this complaint.

59. The applicable Wage Order and Lab. Code§ 226.7 are applicable to Plaintiff's

employment by Defendants.

60. Lab. Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC.

61. The applicable Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof ' unless the total daily work time is less than three and one-half (3½) hours.

62. Defendants willfully required Plaintiff to work four (4) or more hours without authorizing or permitting ten (10) minute rest periods per each four (4) hour period worked.

63. Specifically, Plaintiff never had a rest period because she was required to attend to her client at all times during her shift.

64. Furthermore, any period of rest (Plaintiff denies she was provided any rest periods at al) Defendants may allege they provided was not timely, nor was it provided for the full ten minutes required.

65. Defendants failed to pay Plaintiff the rest period premium due pursuant to Lab. Code § 226.7.

66. Defendants' s conduct violates the applicable Wage Order and Lab. Code§ 226.7.

67. Pursuant to the applicable Wage Order and Lab. Code§ 226.7(b), Plaintiff is entitled to recover from Defendants one (1) additional hour of pay at her regular rate of compensation for each work day that any rest period was not provided.

<u>FIFTH CAUSE OF ACTION</u>

Representative Claim for PAGA Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

Violations of California Labor Code §§ 226, 226.3

(**DEFENDANTS CENTRIA HEALTHCARE, LLC, CENTRIA HOME REHABILITATION LLC, AND DOES 1 THROUGH 50**)

68. Plaintiffs re-allege and incorporate by reference the preceding and subsequent paragraphs as though fully set forth herein.

69. "Aggrieved Employees," as used herein, shall mean all current and former employees, including Plaintiff, who worked for Defendants in the State of California from one year prior to the date of filing this action through the date of final judgment.

70. Defendant failed in its affirmative obligation to provide accurate itemized wage statements to Aggrieved Employees, in violation of Labor Code § 226.

71. Defendants did not provide Aggrieved Employees with paper wage statements; instead, they made digital wage statements available for download through a web portal. However, the manner in which Defendants provided the digital wage statements did not comply with the law, including, without limitation, the July 6, 2006 Labor Commissioner Opinion Letter. More particularly, Defendants failed to comply with the law because:

a. Defendants failed to provide or allow Aggrieved Employees to select paper wage statements.

b. Defendants failed to provide facilities, including computers, printers, and internet access, for Aggrieved Employees to view and print electronic wage statements.

c. Defendants failed to implement procedures that allow terminated Aggrieved Employees to receive copies of their wage statements on request.

72. Defendants' failure to provide paper wage statements or digital wage statements in compliance with the law is tantamount to providing no wage statements at all.

73. Under Lab. Code § 226, an employee is deemed to suffer injury for purposes of the subdivision if the employer fails to provide a wage statement. Thus, Aggrieved Employees suffered injury.

74. Defendant's failure to provide paper wage statements or comply with the law concerning the provision of digital wage statements is a violation of Lab. Code § 226(a).

75. Following the termination of Plaintiff's employment, Defendants cut off her access to the online portal where Plaintiff had previously been able to access digital copies of her wage statements.

76. On November 28, 2022, Plaintiff requested her wage statements as well as personnel and pay records from Defendants.

77. On December 19, 2022, Defendants, through counsel, produced certain personnel and pay records. However, Defendants failed to produce Plaintiff's wage statements.

78. Not having received her wage statements in Defendants' December 19, 2022 production, on January 3, 2023 Plaintiff, through counsel, reiterated her request for wage statements in correspondence to Defendants' counsel, stating in part as follows: "Please accept this as a request for Ms. Reed's wage statements as required under California Labor Code Section 226."

79. Finally, on January 17, 2023, which was well after the time required by statute, Defendants produced Plaintiff's wage statements.

80. Defendants' failure to produce Plaintiff's wage statements in its initial production - despite having cut off Plaintiff's access to the web portal and despite Plaintiffs' request for the wage statements – evidences Defendants' practice of cutting of its employees' access to wage statements upon termination of employment, in direct contravention of the July 6, 2006 Labor Commissioner opinion letter.

81. Additionally, this claim is also premised, in part, on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc*. (2018) 23 Cal.App.5th 745. On that premise, and on information and belief, Plaintiffs allege that the wage statements issued by Defendants to Aggrieved Employees failed to comply with Labor Code § 226(a)(1)-(9) in that they failed to accurately state (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

82. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and

two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

83. Cal. Labor Code § 226.3 imposes upon all culpable Defendants a penalty of two hundred fifty dollars ($250.00) for each aggrieved employee per pay period for the initial violation and one thousand dollars ($1,000.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty in an amount to be shown according to proof at trial.

84. Pursuant to Labor Code § 2699, Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred for the violation of and according to §§ 226 and 226.3, in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

Representative Claim for PAGA Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

Violations of California Labor Code § 2802

(Against **DEFENDANTS CENTRIA HEALTHCARE, LLC, CENTRIA HOME REHABILITATION LLC, AND DOES 1 THROUGH 50**)

85. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as though fully set forth herein.

86. Labor Code § 2802 provides in part that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…"

87. Defendants failed to reimburse Aggrieved Employees for expenses incurred in the discharge of their duties, including, without limitation, the cost of toys and other objects used to entertain, teach and stimulate clients in their care, as well as cell phone and service costs.

88. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one

hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation of Labor Code § 2802 and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty to be shown according to proof at trial.

89. Pursuant to Labor Code § 2699, Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred for the violation of and according to §§ 2802 and 2699 in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and Aggrieved Employees pray for the following relief against Defendants, jointly and severally, and judgment against Defendants as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as the representative of the Classes as described herein;
3. For an order appointing counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, on an individual and class action basis, for statutory damages and penalties pursuant to Labor Code Section 226, as well as attorneys, costs, and interest.
5. Upon the Second Cause of Action, on an individual and class action basis, for indemnification, reimbursement and restitution of all expenses or losses incurred in the discharge of employment duties, including attorney fees, costs, and interest.
6. Upon the Third Cause of Action, on an individual and class action basis, for restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendant by means of the unfair practices complained of herein, attorney fees, costs, and interest.
7. On the Fourth cause of action, on an individual basis, one additional hour of pay at Plaintiff's regular rate of compensation for each work day that any rest period was not provided; attorney fees; costs; interest.
8. On the Fifth and Sixth Causes of Action, for an award of maximum civil penalties, attorneys' fees, costs and interest, according to proof, to the extent permitted by the Labor Code, including, *inter alia*,

Lab. Code § 2699, *et seq.*, Lab. Code § 558, *et seq.*, and the applicable wage order; that Plaintiff and/or Aggrieved Employees be awarded reasonable attorneys' fees where available by law, including but not limited to pursuant to Labor Code §§ 2698, *et seq*., Code of Civil Procedure § 1021.5, and/or other applicable laws; and for such other and further relief as this Court may deem proper and just.

9. On all causes of action, for attorneys' fees and costs as provided by all applicable law, including, *inter alia,* California Labor Code sections 226, 2082, 2698, *et seq*., and Code of Civil Procedure § 1021.5

Dated: August 25, 2023 The Law Office of Ian Pancer

By: *Ian Pancer*

Ian Pancer, Esq.

Attorneys for Plaintiff