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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Mary Kaneshiro, Deputy Clerk

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

) **INDIVIDUAL, CLASS, AND**
) **REPRESENTATIVE ACTION COM**

-) **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**

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

3 **NATURE OF THE ACTION**

4 1. Pursuant to Code of Civil Procedure § 382, Plaintiff brings this proposed class action against
5 Defendants for wage and hour abuses in violation of the California Labor Code and the Industrial
6 Welfare Commission Wage Orders (the “IWC Wage Orders”), all of which contribute to
7 Defendants’ deliberate unfair competition.

8 2. Plaintiff, on behalf of herself and all Class Members, brings this action seeking
9 reimbursement, damages, penalties, restitution, injunctive and other equitable relief, reasonable
10 attorneys’ fees, and costs.

11 **JURISDICTION AND VENUE**

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

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

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

21 **PARTIES**

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

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

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

27 9. Defendant Luis LNU (last name unknown) (hereafter, sometimes referred to as
28 “supervisor”) is an individual residing in the County of San Diego, State of California.

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

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

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

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

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

24 15. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
25 are liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint
26 employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set
27 forth below.

28 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 as caregivers 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. All **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.

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

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

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

22 22. The prosecution of separate actions by the individual class members, even if possible, would
23 create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class
24 members against the Defendants and which would establish potentially incompatible standards of
25 conduct for the Defendants, and/or (b) adjudications with respect to individual Class members which
26 would, as a practical matter, be dispositive of the interest of the other Class members not parties to
27 the adjudications or which would substantially impair or impede the ability of the Class members to
28 protect their interests. Further, the claims of the individual members of the Class are not sufficiently

1 large to warrant vigorous individual prosecution considering all of the concomitant costs and
2 expenses.

3 23. Such a pattern, practice and uniform administration of corporate policy regarding the
4 provision of wage statements and expense reimbursement is unlawful and creates an entitlement to
5 recovery by Plaintiff and the Class identified herein, in a civil action, for statutory damages and
6 penalties, reasonable attorneys' fees, and costs of suit according to the mandates of California Labor
7 Code sections 2802 and 226, the applicable IWC Wage Orders, and Code of Civil Procedure section
8 1021.5.

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

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

16 **FACTS REGARDING LABOR CODE VIOLATIONS**

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

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

22 28. Plaintiff's job title was Registered Behavior Technician. Defendants employed
23 Plaintiff to provide in home care to autistic children, including such things as assisting in the
24 development of socially appropriate behaviors, speech, non-speech methods of communication such
25 as limited sign language or an iPad app called ACC with phrases that could be pressed on, potty
26 training, and coaching parents on the manner in which to interact with their children.

27 29. As part of Plaintiff's job, it was necessary for her to purchase toys to use in play with
28 the children she cared for. Initially, Plaintiff was given a monthly allowance to purchase toys for use

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

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

16 **FACTS REGARDING LIABILITY UNDER LABOR CODE SECTION 558.1**

17 31. Within the meaning of Labor Code Section 558.1, Defendant Luis LNU is a managing
18 agent of Defendants and is a person acting on behalf of an employer who violated and caused to be
19 violated Labor Code Section 2802.

20 32. Defendant Luis LNU was personally involved in the approval and implementation of
21 the policies complained of that violated Labor Code Section 2802, including elimination of the toy
22 allowance. Before the toy allowance was eliminated, Plaintiff would be required to send information
23 on a toy to Defendant Luis LNU for approval before she purchased it. For instance, Plaintiff would
24 send Amazon links with toys available for sale to Luis LNU and ask Luis LNU to approve the
25 purchases. Eventually Luis LNU stopped approving toy purchases altogether once the toy allowance
26 was eliminated.

27 33. Luis LNU was also personally involved in the approval and implementation of another
28 policy that violated Labor Code Section 558.1 – to wit, the policy of contacting employees on their

1 personal cell phones for work related purposes. It was Luis LNU who would contact Plaintiff on her
2 personal cell phone with the time, meeting ID, and Zoom password for the supervision meetings, and
3 Luis LNU would actually conduct the supervision.

4 34. Additionally, Luis LNU was also personally involved in the approval and
5 implementation of the policies that deprived Plaintiff of rest breaks. Luis LNU was aware he was
6 scheduling Plaintiff for shifts far in excess of the minimum time to trigger the right to rest breaks. Yet
7 Luis LNU was also aware that Plaintiff was expected to work straight through her shifts with no rest
8 break at all and no other employee to relieve her.

9 **FIRST CAUSE OF ACTION**

10 **CLASS ACTION CLAIM FOR VIOLATION OF LABOR CODE § 226**

11 **(BY PLAINTIFF AND THE WAGE STATEMENT CLASS AGAINST DEFENDANTS**

12 **CENTRIA HEALTHCARE, LLC, CENTRIA HOME REHABILITATION LLC, AND**

13 **DOES 1 THROUGH 50)**

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

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

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

- 23 a. Defendants failing to provide or allow employees to select paper wage
24 statements.
- 25 b. Defendants failed to provide facilities, including computers, printers, and internet
26 access, for employees to view and print electronic wage statements.
- 27 c. Defendants failed to implement procedures that allow terminated employees to
28 receive copies of their wage statements on request.

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

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

5 40. Defendant's failure to provide paper wage statements or comply with the law concerning the
6 provision of digital wage statements is a knowing and intentional violation of Lab. Code Section
7 226(a).

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

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

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

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

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

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

25 47. Defendants' failure to produce Plaintiff's wage statements in its initial production - despite
26 having cut off Plaintiff's access to the web portal and despite Plaintiffs' request for the wage
27 statements – evidences Defendants' practice of cutting of its employees' access to wage statements
28

1 upon termination of employment, in direct contravention of the July 6, 2006 Labor Commissioner
2 opinion letter.

3 **SECOND CAUSE OF ACTION**

4 **CLASS ACTION CLAIM FOR VIOLATION OF LABOR CODE § 2802 , ET SEQ.**
5 **(BY PLAINTIFF AND THE INDEMNIFICATION CLASS AGAINST ALL DEFENDANTS)**

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

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

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

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

17 **THIRD CAUSE OF ACTION**

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

20 **(BY PLAINTIFF AND THE UNREIMBURSED EXPENSE CLASS AGAINST ALL**
21 **DEFENDANTS)**

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

27 53. Defendants’ utilization of such unfair and unlawful business practices constitutes unfair and
28 unlawful competition and provides an unfair advantage over Defendants’ competitors.

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

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

9 **FOURTH CAUSE OF ACTION**

10 **INDIVIDUAL CLAIM FOR REST PERIOD VIOLATION**

11 **(Against All Defendants)**

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

14 57. The applicable Wage Order and Lab. Code § 226.7 are applicable to Plaintiff's
15 employment by Defendants.

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

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

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

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

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

minutes required.

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

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

65. 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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs 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 ell 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.
11. 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.

1 12. On all causes of action, for attorneys' fees and costs as provided by all applicable law,
2 including, *inter alia*, California Labor Code sections 226 and 2082, and Code of Civil Procedure §
3 1021.5

4 Dated: April 25, 2023

The Law Office of Ian Pancer

6 By: Ian Pancer

7 Ian Pancer, Esq.

8 Attorneys for Plaintiff