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Clerk of the Superior Court
By K. Villalva Lopez ,Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ELIZABETH OUN, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

ARTESIA COMMUNITY HEALTHCARE,
LLC and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CU010954C

Hon.
Dept.

**REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed:

1 Plaintiff ELIZABETH OUN, on behalf of all others similarly situated and the State of
2 California under the Private Attorneys General Act (“Plaintiff”) brings this REPRESENTATIVE
3 ACTION COMPLAINT against Defendants ARTESIA COMMUNITY HEALTHCARE, LLC and
4 DOES 1 through 50, inclusive (collectively “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. This is a PAGA representative action brought under the California Private Attorneys
7 General Act (Labor Code 2698 *et seq.*).

8 2. Defendants failed to compensate Plaintiff and aggrieved employees for all hours
9 suffered or permitted to work in violation of the applicable IWC Wage Order.

10 3. Defendants’ underpayment of wages was facilitated by their company-wide practices
11 of encouraging employees to complete work while off-the-clock and failure to include bonuses and
12 other payments in the regular rate of pay for the purpose of paying overtime.

13 4. Plaintiff and aggrieved employees were not always authorized or permitted to take
14 compliant meal and rest breaks, yet Defendants did not pay the aggrieved employees meal or rest
15 period premiums.

16 5. Defendants did not reimburse Plaintiff and aggrieved employees for necessary
17 expenses incurred in furtherance of the aggrieved employees’ job duties.

18 6. Defendants’ employment policies and practices, as well as their payroll administration
19 systems, enabled and facilitated these violations on a company-wide basis with respect to aggrieved
20 employees.

21 **JURISDICTION & VENUE**

22 7. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
23 California Constitution as the causes of action are premised upon violations of California law.

24 8. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
25 the Superior Court.

26 9. This Court has jurisdiction over Defendants because, upon information and belief,
27 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
28

1 themselves to the California economy to render the exercise of jurisdiction over them by the California
2 courts consistent with traditional notions of fair play and substantial justice.

3 10. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
4 and/or 395.5 because, upon information and belief, Defendants conducted business and committed
5 some of the alleged violations in this County.

6 **PARTIES**

7 **A. Plaintiff Elizabeth Oun**

8 11. Plaintiff Oun is an individual over 18 years of age who worked for Defendants in
9 California as a non-exempt employee from about August 2025 to October 2025. Plaintiff worked as
10 a Licensed Vocational Nurse.

11 12. The State of California, via the Labor and Workforce Development Agency
12 (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9
13 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party
14 in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
15 *Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109
16 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include
17 arbitrable claims.

18 **B. Defendants**

19 13. Defendant Artesia Community Healthcare, LLC is a California Corporation that
20 maintains operations and conducts business throughout the State of California, including in this
21 county.

22 14. The true names and capacities, whether individual, corporate, or otherwise, of the
23 parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued
24 by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,
25 each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some
26 manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their
27 true names and capacities once ascertained.

1 15. Upon information and belief, Defendants in this action are employers, co-employers,
2 joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised
3 control over the wages, hours, and working conditions of the employees, suffered and permitted them
4 to work, and otherwise engaged them as employees under California law.

5 16. Upon information and belief, at least some of the Defendants have common ownership,
6 common management, interrelationship of operations, and centralized control over labor relations and
7 are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and
8 omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

9 17. Upon information and belief, Defendants acted in all respects pertinent to this action as
10 an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated
11 enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and
12 omissions of each defendant may be legally attributable to all others.

13 **GENERAL ALLEGATIONS**

14 18. Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum
15 wage rate for all hours worked, resulting in unpaid minimum wages.

16 19. Plaintiff and, on information and belief, other aggrieved employees were not properly
17 compensated for the time it took them to undergo security gates, resulting in unpaid minimum wage
18 and overtime for the associated hours worked. Due to this unlawful practice, all hours worked were
19 not directly compensated, resulting in minimum wage violations.

20 20. Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the
21 lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Plaintiff and other
22 aggrieved employees were required to go through several security gates upon entry and exit of the
23 facility throughout the day, resulting in unpaid hours worked. To the extent this resulted in unpaid
24 hours worked over 8 hours in a day or 40 hours in a week, Defendants failed to pay all overtime wages
25 due.

26 21. Defendants failed to comply with California's paid sick leave laws with respect to the
27 aggrieved employees. Because Defendants failed to record and pay for all hours that Plaintiff and the
28 aggrieved employees worked, Defendants failed to credit them all sick leave hours that they actually

1 accrued. Plaintiff alleges, based on information and belief, that Defendants' failure to credit all sick
2 leave equally applies with respect to the aggrieved employees, resulting in a consistent practice of
3 underpayments.

4 22. Plaintiff and other aggrieved employees had to go through two security points before
5 entering the facility and clocking in and upon exiting the facility after clocking out. Due to Defendants'
6 security measures and/or general employee standard operating procedures, Plaintiff's and the
7 aggrieved employees' meal periods were unlawfully shortened and/or were not entirely "off duty."

8 23. Defendants failed to provide Plaintiff and other aggrieved employees with legally
9 mandated paid rest breaks. Specifically, Defendants pre-schedule Plaintiff and the other aggrieved
10 employees' rest breaks at the same time the employees were required to complete work. As one
11 example, Defendants scheduled Plaintiff's rest period(s) at the same time Plaintiff was scheduled
12 distribute medicine to patients or perform other work tasks. Upon information and belief, other
13 aggrieved employees similarly completed their work duties through their scheduled "rest" periods. As
14 a result, Plaintiff and the other aggrieved employees did not get the opportunity to enjoy all of their
15 rest periods as required by California law.

16 24. Plaintiff and other aggrieved employees were often unable to take uninterrupted 10-
17 minute rest periods during shifts exceeding four hours, as required by California law. This failure was
18 systemic and not the result of isolated incidents, and it deprived employees of meaningful rest and
19 recovery time during their workdays.

20 25. As mentioned above, Defendants maintains arduous security protocols which would
21 consume most, if not all, of a rest period taken off-site. Therefore, Defendants' systematic policies and
22 procedures required Plaintiff and the aggrieved employees to remain on the work premises on rest
23 periods. (*See Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257.)

24 26. Because Defendants failed to pay all wages and premiums in each pay period in which
25 such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b
26 (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and by failing to
27 pay all wages and premiums owed on the regular pay days scheduled each pay period within seven
28 calendar days of the close of the payroll period, as a result of the policies and practices set forth in this

1 notice. Indeed, Defendants failed to pay all premiums, overtime, regular, sick leave, and other earnings
2 on time each payday.

3 27. Defendants failed to pay all wages and premiums owed to aggrieved employees during
4 their employment as set forth in this notice, and also failed to timely pay those amounts to departing
5 employees upon separation of employment. Defendants did not pay waiting time penalties for the late
6 payments. As a result, Defendants violated Labor Code sections 201, 202, and 203. Defendants did
7 not provide Plaintiff with her final wages on her last day of employment.

8 28. Instead, Defendants did not allow for immediate payment of wages in violation of
9 Defendant's duty to pay final wages upon separation.

10 29. Defendant failed to provide accurate itemized wage statements to the aggrieved
11 employees each pay period as a result of the policies and practices set forth in this notice. Defendants
12 violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net
13 wages earned," as the employees earned wages and premiums that were not paid, resulting in an
14 inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in
15 violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements
16 each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as
17 Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead
18 depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

19 30. Additionally, Defendants violated Labor Code section 226(a)(2) by failing to
20 accurately list employees' "total hours worked," as the wage statements did not accurately include the
21 uncompensated time plaintiff and other aggrieved employees worked due to Defendants' policy and
22 practice of requiring off-the-clock work.

23 31. Plaintiff and other aggrieved employees cannot promptly and easily determine from the
24 wage statement alone the wages paid or earned without reference to other documents or information.
25 Indeed, these wage statement violations are significant because they sow confusion among Plaintiff
26 and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the
27 number of hours worked, and how those amounts were or should be calculated. The wage statements
28

1 reflect a false statement of earnings and concealed the underlying problems and underpayments of
2 employee wages.

3 32. Defendants required Plaintiff and the aggrieved employees to incur costs for work-
4 related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and
5 the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and
6 as a matter of policy and practice.

7 33. Specifically, Defendants required Plaintiff and the aggrieved employees to utilize their
8 personal cell phone to complete necessary work tasks. Defendants utilized an app/system called Point
9 Click Care (“PCC”) to complete their work duties. Each time Plaintiff and the aggrieved employees
10 attempted to log in to the system, the system texted a verification code to their personal cell phone.
11 There was no other way to get this verification code, and therefore were forced to use their personal
12 cell phone for work-related duties.

13 34. Defendants did not provide reimbursement for employees’ use of personal cell phones.

14 35. Because of the policies and practices set forth in this complaint, including the failure
15 to accurately account for wages earned or hours worked, Defendants failed to accurately maintain
16 records in accordance with Labor Code section 1174 and the IWC Wage Orders.

17 36. Defendants required Plaintiff and the aggrieved employees sign “CA Final Payment
18 Waivers,” which, according to the agreement, “waived their right to receive final wages in accordance
19 with state regulations, preferring instead to receive [their] final payment via direct deposit to [their]
20 bank account on file.” These agreements violate Labor Code sections 201, 202, 219, and 432.5. Labor
21 Code 213 requires that payments of final wages made by direct deposit comply with sections 201 and
22 202, *i.e.*, payment must be made immediately upon termination or within 72 hours and not the next
23 pay date. An employee’s supposed election to receive a final paycheck later than specified by the
24 statute would be prohibited by Labor Code section 219.

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **Violation of Labor Code §§ 2698 *et seq.***

4 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

5 37. All outside paragraphs of this Complaint are incorporated into this section.

6 38. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
7 the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”),
8 codified as Labor Code section 2698 *et seq.*:

9 a. All current and former non-exempt employees who worked for Defendants in
10 California at any time from one year prior to the postmark date of the initial
11 PAGA notice through date of trial.

12 39. Plaintiff reserves the right to amend, supplement, or add to this description of the
13 aggrieved employees, according to proof.

14 40. The State of California, via the Labor and Workforce Development Agency
15 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
16 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
17 files suit is always the real party in interest.”])

18 41. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law, any
19 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
20 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
21 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
22 brought by an aggrieved employee on behalf of the employee and other current or former employees
23 against whom a violation of the same provision was committed pursuant to the procedures specified in
24 Section 2699.3. “

25 42. Any allegations regarding violations of the IWC Wage Orders are enforceable as
26 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
27 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
28

43. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

44. On or about **December 19, 2025**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

45. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

46. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

47. Now that at least 65 days have passed from Plaintiff's notice to Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

48. As set forth in the PAGA notice, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.
- b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

- g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- i. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.
- j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.
- k. ***Unlawful Employment Condition.*** Violation of Labor Code § 432.5.

49. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For recovery of damages in an amount according to proof;
- b. For this action to be maintained as a representative action under the PAGA;
- c. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- d. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- e. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- f. For such other relief the Court deems just and proper.

Dated: February 26, 2026

Ferraro Vega Employment Lawyers, Inc.



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