

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 Bradley Fagnani (SBN 261330)
bradley@setarehlaw.com
3 Victoria Mas (SBN 365896)
vmas@setarehlaw.com
4 SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
5 Beverly Hills, California 90210
Telephone (310) 888-7771
6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff ANN PLACER

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF RIVERSIDE
11 UNLIMITED JURISDICTION

12 ANN PLACER, on behalf of herself and all
13 other aggrieved employees, and the general
public,

14 *Plaintiff,*

15 v.

16 HEALTHPLANONE, LLC, a Connecticut
Company; and DOES 1 through 50, inclusive,

17 *Defendants.*
18
19
20
21
22
23
24
25
26
27
28

Case No. **CVRI 2603563**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff ANN PLACER ("Plaintiff"), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants HEALTHPLANONE,
5 LLC, a Connecticut Company; and DOES 1 through 50, inclusive, (collectively referred to as
6 "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
7 Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them at least minimum wage for all hours worked;
- 13 (5) failed to pay them overtime wages at the correct rate;
- 14 (6) failed to pay them overtime and/or double time wages by failing to include all
15 applicable remuneration in calculating the regular rate of pay;
- 16 (7) failed to reimburse them for all necessary business expenses;
- 17 (8) failed to provide them with accurate written wage statements; and
- 18 (9) failed to pay them all of their final wages following separation of employment.

19 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
20 wages, restitution, civil penalties, and related relief on behalf of herself and all others similarly
21 situated, all other aggrieved employees, and the State of California.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
24 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
25 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

26 3. Venue is proper in COUNTY of RIVERSIDE pursuant to Code of Civil Procedure
27 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
28 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,

1 transacts business, and/or has an agent therein.

2 **PARTIES**

3 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
4 residing in the State of California.

5 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
6 HEALTHPLANONE, LLC is, and at all relevant times mentioned herein, a Connecticut Company
7 doing business in the State of California.

8 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
9 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
10 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
11 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
12 fictitiously named defendants are responsible in some manner for the occurrences, acts and
13 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
14 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
15 capacities of the DOE defendants when ascertained.

16 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
17 mentioned herein, some or all of the defendants were the representatives, agents, employees,
18 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
19 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
20 and scope of such relationship and with the full knowledge, consent, and ratification by such other
21 defendants.

22 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
24 approximately June 12, 2023 through February 3, 2025.

25 **Off-the-Clock Work**

26 9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
27 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
28 the-clock work.

10. Plaintiff and the aggrieved employees regularly started work before their scheduled work hours and were not paid for this time. Plaintiff and the aggrieved employees were often required to continue working through a meal break if they were still on call. Plaintiff and the aggrieved employees were often not allowed to make up the missed time in their meal breaks.

11. Plaintiff and the aggrieved employees regularly performed work after their scheduled work hours and were not paid for this time. Plaintiff and the aggrieved employees were instructed to finish all calls before they could take any breaks, including if they had already clocked out for their meal break and were not paid for the time spent performing these additional duties.

12. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any of the time spent working off-the-clock.

13. Defendants knew or should have known that Plaintiff and the aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the aggrieved employees for these hours.

14. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

15. As a result of Defendants' policies and practices, Plaintiff and the aggrieved employees were not paid for all hours worked.

Missed Meal Periods

16. Plaintiff and the aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (2) expectations by the defendant that all calls should be answered before any breaks could be taken.

17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five

1 (5) hours worked due to complying with Defendants' productivity requirements that required
2 Plaintiff and the aggrieved employees to work through their meal periods in order to complete all
3 calls on time.

4 **Missed Rest Periods**

5 18. Plaintiff and the aggrieved employees were not provided with rest periods of at least
6 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) imposing
7 so much work on each employee such that it made it unlikely that an employee would be able to
8 take their breaks if they wanted to finish their work on time; and (2) expectations by the defendant
9 that all calls should be answered before any breaks could be taken.

10 19. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
11 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
12 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
13 and the aggrieved employees to work through their rest periods in order to complete their calls on
14 time.

15 **Expense Reimbursement**

16 20. Plaintiff and the aggrieved employees were required to utilize their own personal
17 office supplies to perform their job duties.

18 21. Plaintiff and the aggrieved employees were not reimbursed for business expenses
19 incurred in cellphone usage and monthly internet costs.

20 22. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
21 necessary business expenses incurred by them.

22 **Wage Statements**

23 23. Plaintiff and the aggrieved employees were not provided with accurate wage
24 statements as mandated by law pursuant to Labor Code § 226.

25 24. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
26 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
27 clock" work were not included.

28 25. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours

1 worked by the employee” were not accurately reflected in that all hours worked, including overtime
2 and “off-the-clock” work were not included.

3 26. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
4 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
5 clock” work were not included.

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES**

8 **(Lab. Code §§ 2698 *et seq.*)**

9 27. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

10 28. During the applicable limitations period, Defendants have violated Labor Code §§
11 201, 202, 203, 226(a), 510, 512, 1194, and 2802.

12 29. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
13 herself and other current and former employees, to bring a representative civil action to recover
14 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
15 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

16 30. Plaintiff, a former employee against whom Defendants committed one or more of the
17 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
18 within the meaning of Labor Code § 2699(c).

19 31. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
20 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
21 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
22 intent to investigate.

23 32. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
24 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 226(a), 510, 512, 1194, and
25 2802:

- 26 i. For violations of Labor Code §§ 201, 202, 203, 226(a), 510, 512, 1194, and
27 2802, one hundred dollars (\$100) for each employee per pay period for each
28 initial violation and two hundred dollars (\$200) for each employee per pay

1 period for each subsequent violation (penalties set by Labor Code §
2 2699(f)(2));

3 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
4 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

5 iii. For violations of Labor Code § 226(a), if this action is deemed to be an initial
6 citation, two hundred and fifty dollars (\$250) for each employee for each
7 violation. Alternatively, if an initial citation or its equivalent occurred before
8 the filing of this action, one thousand dollars (\$1,000) for each employee for
9 each violation (penalties set by Labor Code § 226.3);

10 iv. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
11 employee for each initial pay period for which the employee was underpaid,
12 and one hundred dollars (\$100) for each employee for each subsequent pay
13 period for which the employee was underpaid (penalties set by Labor Code §
14 558);

15 v. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
16 attorneys' fees and costs in connection with Plaintiff's claims for civil
17 penalties.

18 ///

19 ///

20 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other aggrieved employees, and the
3 general public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
6 (3) Civil penalties;
7 (4) Costs of suit;
8 (5) Reasonable attorneys' fees; and
9 (6) Such other relief as the Court deems just and proper.

10
11 Dated: May 26, 2026

SETAREH LAW GROUP

12
13
14 /S/ Shaun Setareh

15 SHAUN SETAREH
16 BRADLEY FAGNANI
17 VICTORIA MAS
18 Attorneys for Plaintiff
19 ANN PLACER
20
21
22
23
24
25
26
27
28