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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

10 Attorneys for Plaintiff AALIYAH PUGH

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 AALIYAH PUGH, an aggrieved employee and
14 on behalf of other aggrieved employees;

15 Plaintiff,

16 vs.

17 24HR HOMECARE L.L.C., a California
18 limited liability company; and DOES 1 through
19 50,

20 Defendants.

Case No.: **23STCV30003**

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
et seq.)**

21 Plaintiff AALIYAH PUGH (“Plaintiff”), on behalf of herself as an aggrieved employee, the
22 State of California, and other aggrieved employees, hereby brings this Representative Action
23 Complaint (“Complaint”) against Defendants 24HR HOMECARE L.L.C., a California limited
24 liability company, and DOES 1 to 50 inclusive (collectively “Defendants”), and on information and
25 belief alleges as follows:

26 **JURISDICTION AND VENUE**

27 1. Plaintiff brings this Complaint for recovery of civil penalties under the California
28 Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), for Defendants’
violations of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 15-2001
 (“Wage Order 15”), including Labor Code §§ 201-204, 226, 226.7, 246, 432, 510, 512, 516, 558,

1 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2802. This Court has jurisdiction over
2 Defendants' violations of the Labor Code because the amount in controversy exceeds \$25,000.

3 2. Venue is proper in this judicial district because Defendants maintain offices, have
4 agents, and/or transact business in the State of California, including Los Angeles County, and some
5 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
6 Plaintiff was employed by Defendants within Los Angeles County.

7 **PARTIES**

8 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
9 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
10 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
11 Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of
12 herein and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 246,
13 432, 510, 512, 516, 558, 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2802, and Wage
14 Order 15.

15 4. Plaintiff is informed and believes, and based thereon alleges, that during the
16 applicable statute of limitations for each cause of action pled herein and continuing to the present,
17 Defendants engaged in and continue to engage in business, and employed Plaintiff and other,
18 similarly-situated non-exempt employees within Los Angeles County, and the State of California
19 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

20 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
21 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
22 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
23 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
24 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
25 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
26 and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful
27 employment practices, wrongs, injuries, and damages complained of herein.

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1 6. At all times herein mentioned, each of said Defendants participated in the doing of
2 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
3 Defendants, and each of them, were the agents, servants, and employees of each of the other
4 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
5 within the course and scope of said agency and employment.

6 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
8 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
9 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
10 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
11 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

12 8. At all times herein mentioned, Defendants, and each of them, were members of, and
13 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
14 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

15 9. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged.

18 **FACTUAL ALLEGATIONS**

19 10. Defendants own and operate manages a company that provides in-home care services
20 for seniors in the State of California. Plaintiff has been employed by Defendants as a non-exempt
21 employee since approximately May 14, 2023 as a caregiver.

22 11. During the relevant time period, Defendants misclassified Plaintiff and other
23 aggrieved employees as a “personal attendant” under Wage Order 15. While Plaintiff worked at
24 private households to care for and provide companionship to elderly clients, Plaintiff spent
25 significantly more than 20% of her work time performing general housekeeping tasks, such as
26 cleaning, sweeping, doing laundry, etc. Upon information and belief, other aggrieved employees
27 similarly spent more than 20% of their work time performing general housekeeping tasks and were
28 also misclassified as personal attendants.

1 12. Labor Code §§ 510, 1198, and Wage Order 15, § 3 provide that non-exempt
2 employees are entitled to all overtime wages at the regular rate of pay. During the relevant time
3 period, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiff and other
4 aggrieved employees not being compensated for all hours actually worked. During the relevant time
5 period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours
6 in a week but were not paid for all overtime hours worked because they were misclassified as
7 personal attendants. As a result, Plaintiff and other aggrieved employees were not compensated for
8 all earned overtime wages.

9 13. Labor Code §§ 226.7, 512, and Wage Order 15, § 11 require employers to provide
10 non-exempt employees with compliant meal periods or pay premiums at the regular rate of
11 compensation. Labor Code §§ 226.7 and Wage Order 15, § 12 require employers to authorize and
12 permit non-exempt employees to take compliant rest periods or pay premiums at the regular rate of
13 compensation. During the relevant time period, Defendant required Plaintiff and other aggrieved
14 employees to work during meal and rest periods and failed to compensate them properly and at the
15 regular rate of compensation for non-compliant meal and rest periods because Defendant
16 misclassified them as personal attendants. Upon information and belief, Defendants do not keep
17 accurate records of Plaintiff's and other aggrieved employees' hours worked, including accurate
18 time records showing when employees take their meal periods. On those occasions when Plaintiff
19 and other aggrieved employees were not provided with all legally compliant meal and rest periods
20 to which they were entitled, Defendants failed to compensate Plaintiff and other non-exempt
21 employees with the required meal and rest period premium(s) for each workday there was a meal
22 period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants
23 maintained no mechanism for the payment of meal and rest period premium payments as required
24 by Labor Code § 226.7 in the event that a legally compliant meal and rest period was not provided
25 to their employees.

26 14. As a result of Defendants' failure to pay all overtime wages, failure to pay all meal
27 and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above,
28 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff

1 and other aggrieved employees. As a further result of Defendants' failure to pay all overtime wages,
2 and meal and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiff
3 and other aggrieved employees upon their separation of employment from Defendants.

4 15. Labor Code section 1198 provides: "The employment of any employee ... under
5 conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable
6 Industrial Wage Orders, including Wage Order 15-2001, require that for each workday an employee
7 is required to report for work and does report, but is not put to work or is furnished less than half
8 said employee's usual or scheduled day's work, the employee shall be paid for half the usual or
9 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the
10 employee's regular rate of pay. During the relevant time period, Defendant failed to pay or timely
11 pay Plaintiff and other aggrieved employees for two (2) hours at the employee's regular rate of pay
12 on days in which Plaintiff and the other aggrieved employees reported to work at a customer's
13 home but the customer was not home.

14 16. Additionally, Defendants required Plaintiff and other aggrieved employees to using
15 their personal cellphones to communicate with Defendants' agents about their job duties and
16 clocking in and out of their shifts using their personal cellphones. Defendants provided Plaintiff and
17 other aggrieved employees cellphone reimbursements of \$1 per week which was insufficient to
18 fully reimbursement them for these necessary business expenses,

19 17. On or about September 28, 2023, Plaintiff notified Defendants via certified mail, and
20 notified the California Labor and Workforce Development Agency ("LWDA") via its website, of
21 Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties
22 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
23 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
24 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
25 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
26 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
27 with respect to these violations.

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1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(Against All Defendants)**

4 18. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 19. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
7 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
8 Employees”), brings this representative action against Defendants to recover the civil penalties due
9 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
10 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
11 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
12 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
13 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
14 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
15 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
16 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
17 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
18 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
19 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
20 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
21 Code for which no civil penalty is specifically provided, based on the following Labor Code
22 violations:

23 a. Failing to pay Aggrieved Employees all earned overtime compensation in violation
24 of Labor Code §§ 204, 510, 558, 1194, and 1198;

25 b. Failing to provide all legally required meal periods, and failure to pay meal period
26 premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor
27 Code §§ 226.7, 512, 558, and 1198;

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1 c. Failing to authorize and permit all legally required rest periods, and failure to pay
2 rest period premium wages, to Aggrieved Employees at the regular rate of compensation in
3 violation of Labor Code §§ 226.7, 516, 558, and 1198;

4 d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
5 statements in violation of Labor Code § 226;

6 e. Failing to timely pay all final wages and compensation earned by Aggrieved
7 Employees at the time of separation in violation of Labor Code §§ 201-202;

8 f. Failure to reimburse Aggrieved Employees for all necessary business expenses in
9 violation of Labor Code § 2802;

10 g. Failing to pay Aggrieved Employees all earned wages at least twice during each
11 calendar month in violation of Labor Code § 204; and

12 h. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
13 of Labor Code §§ 1174 and 1198.

14 20. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
15 under California Labor Code § 2699(g).

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
18 this suit is brought against Defendants, as follows:

19 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
20 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
21 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
22 pay each employee and \$200 for each subsequent violation or willful or intentional violation
23 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
24 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
25 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
26 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
27 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
28 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a

1 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
2 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
3 subsequent violation per employee per pay period for those violations of the Labor Code for which
4 no civil penalty is specifically provided;

5 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
6 2699(g) and Code of Civil Procedure § 1021.5; and

7 3. For such other and further relief, the Court may deem just and proper.
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9 DATED: December 8, 2023

JUSTICE FOR WORKERS, P.C.

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11 By: 

12 Young K. Park
13 William C. Sung
14 Attorneys for Plaintiff AALIYAH PUGH
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