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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF VENTURA**

11 MARIA DULAY, on behalf of herself, the
12 State of California, and all Aggrieved
13 Employees,

14 Plaintiff,

15 vs.

16 VICTORIA VENTURA HEALTHCARE
17 LLC DBA VICTORIA CARE CENTER; and
DOES 1 through 100, inclusive,

18
19 Defendants.

Case No.: 2024CUOE020252

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, et seq.)**

UNLIMITED CIVIL CASE

BY FAX

1 Plaintiff MARIA DULAY (hereinafter “Plaintiff”), on behalf of herself, the State of
2 California, and other aggrieved employees, hereby brings this Representative Action Complaint
3 (“Complaint”) against VICTORIA VENTURA HEALTHCARE LLC DBA VICTORIA CARE
4 CENTER; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
5 belief allege as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself, all other aggrieved employees, and the State of
8 California, hereby brings this Complaint for recovery of civil penalties under the Private
9 Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), and Industrial Welfare
10 Commission Wage Order 4 (“Wage Order 4”). The monetary damages that Plaintiff seeks exceed
11 this Court’s jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
14 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
15 County of Ventura. Defendants own, maintain medical facilities, have agent(s) within the County
16 of Ventura, and/or otherwise are found within the County of Ventura, and Defendants are within
17 the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was and currently is, a California resident. Plaintiff was employed by Defendants within
21 the statute of limitations periods applicable to each cause of action pled herein.

22 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute
23 of limitations periods applicable to this action through the present, Defendants did (and continue
24 to do) business and employed Plaintiff and other aggrieved employees within, among other
25 counties, Ventura County and the state of California and, therefore, were (and are) doing business
26 in Ventura County and the State of California.

27 5. Plaintiff does not know the true names or capacities, whether individual, partner,
28 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said

1 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
2 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
3 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
4 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
5 and proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful
6 employment practices, wrongs, injuries and damages complained of herein.

7 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
8 herein, Defendants were and are the employers of Plaintiff and the other aggrieved employees.

9 7. At all times herein mentioned, each of said Defendants participated in the doing
10 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
11 Defendants, and each of them, were the agents, servants, and employees of each and every one of
12 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
13 were acting within the course and scope of said agency and employment. Defendants, and each
14 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
15 omissions complained of herein.

16 8. At all times mentioned herein, Defendants, and each of them, were members of
17 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
18 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
19 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the other
20 aggrieved employees.

21 **REPRESENTATIVE ACTION ALLEGATIONS**

22 9. Plaintiff worked for Defendants as a non-exempt employee from approximately
23 July 2022 to April 2023.

24 10. During Plaintiff's employment with Defendants, the wage statements issued to
25 Plaintiff and other non-exempt employees were facially deficient because they failed to accurately
26 reflect the total hours worked and/or the number of hours worked at each hourly rate. For example,
27 during December 1, 2022 to December 15, 2022 pay period, the 'total hours' worked section of
28 the wage statement states that Plaintiff worked a total of 97.58 hours; however, the line items

1 within the earnings section of the wage statement do not reflect regular and/or overtime hours
2 that equal this figure. Thus, Defendants failed to comply with Labor Code §226(a)(2) and/or with
3 Labor Code § 226(a)(9).

4 11. Additionally, the wage statements issued to Plaintiff and other non-exempt
5 employees were facially deficient because they failed to include the rate of pay and corresponding
6 hours worked for all earnings. Specifically, during the relevant time period, the wage statements
7 issued by Defendants generally included an earning description titled “Details Not Displayed,”
8 which only reflected an amount earned, but did not include the associated rate of pay or hours
9 worked. For example, during the December 1, 2022 to December 15, 2022 pay period mentioned
10 above, the “Details Not Displayed” line item reflects that Plaintiff was paid \$1,689.65, but the
11 associated rate of pay or hours worked for this line item was not listed. As an additional example,
12 during the February 1, 2023 to February 15, 2023 pay period, the “Details Not Displayed” line
13 item reflects that Plaintiff was paid \$289.57, but the associated rate of pay or hours worked for
14 this line item was not listed. Thus, Defendants failed to comply with Labor Code § 226(a)(9).

15 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant issued
16 similar wage statements to all of its non-exempt employees during the relevant time period. Thus,
17 the wage statements issued to Plaintiff and Defendants’ other employees, have failed to comply
18 with the requirements set forth by Labor Code §§ 226(a)(2) and 226(a)(9).

19 **FIRST CAUSE OF ACTION**

20 **PRIVATE ATTORNEY GENERAL ACT**

21 **(AGAINST ALL DEFENDANTS)**

22 13. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 14. Defendants have committed several Labor Code violations against Plaintiff and
24 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor
25 Code § 2698 *et seq.*, and, acting on behalf of herself and other aggrieved employees, brings this
26 representative action against Defendants to recover the civil penalties due to Plaintiff, other
27 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
28 226 and 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation of

Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to provide Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

15. On or about November 16, 2023, Plaintiff notified Defendants via certified mail and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 14 above. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the PAGA with respect to these violations.

16. Based on the foregoing, Plaintiff seeks to represent herself, the State of California, and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the submission of Plaintiff’s PAGA notice to the present.

17. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interest and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

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

18. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$250.00 for each initial violation of Labor Code § 226 and

1 \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay
2 period; and/or (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
3 employee per pay period for those violations of the Labor Code for which no civil penalty is
4 specifically provided, pursuant to Labor Code § 2699(f);

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

7 20. For such other and further relief the Court may deem just and proper.

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9 Dated: February 2, 2024

Respectfully submitted,
ABRAMSON LABOR GROUP

10 By:

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12 Tuvia Korobkin
13 Attorneys for Plaintiff
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