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Attorneys for Plaintiff VANESSA WRIGHT,
on behalf of herself and current and former aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL DIVISION

VANESSA WRIGHT, on behalf of herself and
current and former aggrieved employees,

Plaintiff,

vs.

PLATINUM EMPIRE GROUP, INC. d/b/a
PLATINUM HEALTHCARE STAFFING; HIGH
DESERT REGIONAL HEALTH CENTER; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV07401**

PAGA ACTION

**PLAINTIFF VANESSA WRIGHT'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff VANESSA WRIGHT ("Plaintiff"), who alleges and complains
against Defendants PLATINUM EMPIRE GROUP, INC. d/b/a PLATINUM HEALTHCARE
STAFFING; HIGH DESERT REGIONAL HEALTH CENTER; and DOES 1 to 100, inclusive
(collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself and
other current and former aggrieved employees of Defendants who worked as hourly non-exempt

1 employees in California during the relevant time period seeking civil penalties associated with
2 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
3 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
4 authorize or permit all legally required and compliant meal periods or pay meal period premium
5 wages; failure to indemnify employment-related expenditures; statutory penalties for failure to
6 timely pay earned wages during employment; statutory penalties for failure to provide accurate wage
7 statements; statutory waiting time penalties in the form of continuation wages for failure to timely
8 pay employees all wages due upon separation of employment. Plaintiff seeks on a representative
9 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
10 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
11 the State of California, and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County at 335 E Avenue I, Lancaster, CA 93535
21 and 2430 Amsler Street, Suite B, Torrance, CA 90505.

22 **III. PARTIES**

23 3. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of herself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will work
27 for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently

1 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
2 Defendants in an hourly position at Defendants' location in Los Angeles from on or about August
3 14, 2023, until on or about August 18, 2023.

4 4. Plaintiff is informed and believes and thereon alleges that Defendant PLATINUM
5 EMPIRE GROUP, INC. d/b/a PLATINUM HEALTHCARE STAFFING is authorized to do
6 business within the State of California and is doing business in the State of California and/or that
7 Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of
8 Defendant PLATINUM EMPIRE GROUP, INC. d/b/a PLATINUM HEALTHCARE STAFFING
9 in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
10 policies. Defendant PLATINUM EMPIRE GROUP, INC. d/b/a PLATINUM HEALTHCARE
11 STAFFING operates in Los Angeles County and employed Plaintiff and aggrieved employees in
12 Los Angeles County, including but not limited to, at 335 E Avenue I, Lancaster, CA 93535 and
13 2430 Amsler Street, Suite B, Torrance, CA 90505.

14 5. Plaintiff is informed and believes and thereon alleges that Defendant HIGH DESERT
15 REGIONAL HEALTH CENTER is authorized to do business within the State of California and is
16 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
17 relevant hereto were persons acting on behalf of Defendant HIGH DESERT REGIONAL HEALTH
18 CENTER in the establishment of, or ratification of, the aforementioned illegal wage and hour
19 practices or policies. Defendant HIGH DESERT REGIONAL HEALTH CENTER operates in Los
20 Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County, including
21 but not limited to, at 335 E Avenue I, Lancaster, CA 93535 and 2430 Amsler Street, Suite B,
22 Torrance, CA 90505.

23 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
24 through 50 are corporations, or are other business entities or organizations of a nature unknown to
25 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
26 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
27 conditions of employment of Plaintiff and aggrieved employees.

28 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51

1 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
2 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
3 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
4 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
5 Industrial Welfare Commission's wage orders regulating hours and days of work.

6 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
7 sues said defendants by said fictitious names, and will amend this complaint when the true names
8 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
9 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
10 named defendants is in some manner responsible for the events and allegations set forth in this
11 complaint.

12 9. Plaintiff makes the allegations in this complaint without any admission that, as to
13 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
14 reserves all of Plaintiff's right to plead in the alternative.

15 **FIRST CAUSE OF ACTION**

16 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
17 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

18 **(Against all Defendants by Plaintiff)**

19 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

20 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
21 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197,
22 1198, and 2802, and the applicable IWC Wage Orders.

23 12. Specifically, Defendants have committed the following violations of California
24 Labor Code:

25 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
26 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
27 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
28 which includes all time that an employee is under control of the employer and all time the employee

1 is suffered and permitted to work. This includes the time an employee spends, either directly or
2 indirectly, performing services which inure to the benefit of the employer.

3 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
4 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
5 Wage Orders.

6 15. In this case, Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees worked more minutes per shift than Defendants credited them with having
8 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
10 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
11 to:

12 (a) Requiring Employee and other current and former aggrieved California-
13 based hourly non-exempt employees to set up Paylocity application profiles in order to utilize the
14 application to clock in and out for their shifts while off-the-clock and without being paid for that
15 time; and

16 (b) On occasions when Employee and other current and former aggrieved
17 California-based hourly non-exempt employees did not leave Employers’ premises to take meal
18 breaks, Employers automatically deducted 30 minutes from Employee’s and other current and
19 former aggrieved California-based hourly non-exempt employees’ daily hours worked and
20 attributed that time to a meal break despite Employee and other current and former aggrieved
21 California-based hourly non-exempt employees routinely not being provided uninterrupted, duty-
22 free meal breaks.

23 16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
24 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
25 control without paying wages for that time. This resulted in Plaintiff and other current and former
26 aggrieved California-based hourly non-exempt employees working time for which they were not
27 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
28 Wage Order.

1 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**

2 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
3 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
4 which includes all time that an employee is under control of the employer and all time the employee
5 is suffered and permitted to work. This includes the time an employee spends, either directly or
6 indirectly, performing services that inure to the benefit of the employer.’

7 18. Labor Code sections 510 and 1194 require an employer to compensate employees a
8 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
9 hours in a workweek, and on any seventh consecutive day of work in a workweek:

10 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
11 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
12 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
13 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
14 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
15 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
16 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
17 employee.

18 Labor Code section 510.

19 19. Further, Labor Code section 1198 provides that “The maximum hours of work and
20 the standard conditions of labor fixed by the commission shall be the maximum hours of work and
21 the standard conditions of labor for employees. The employment of any employee for longer hours
22 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

23 20. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
25 to Defendants’ policies, practices, and/or procedures including, but not limited to:

26 (a) Requiring Employee and other current and former aggrieved California-
27 based hourly non-exempt employees to set up Paylocity application profiles in order to utilize the
28 application to clock in and out for their shifts while off-the-clock and without being paid for that
time; and

(b) On occasions when Employee and other current and former aggrieved
California-based hourly non-exempt employees did not leave Employers’ premises to take meal

1 breaks, Employers automatically deducted 30 minutes from Employee's and other current and
2 former aggrieved California-based hourly non-exempt employees' daily hours worked and
3 attributed that time to a meal break despite Employee and other current and former aggrieved
4 California-based hourly non-exempt employees routinely not being provided uninterrupted, duty-
5 free meal breaks.

6 21. The foregoing policies, practices, and/or procedures resulted in time during each
7 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
8 employees were under the control of Defendants but were not compensated. To the extent that the
9 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
11 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
12 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
13 sections 510, 1194, 1198 and the applicable Wage Order.

14 22. **Failure to pay wages to hourly non-exempt employees for workdays that**
15 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
16 current and former aggrieved California-based hourly non-exempt employees regularly worked
17 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

18 23. California law requires an employer to authorize or permit an employee an
19 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
20 all duties and the employer relinquishes control over the employee's activities prior to the
21 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker Rest.*
22 *Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee
23 for a work period of more than ten (10) hours per day without providing the employee with a second
24 such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work.
25 *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be
26 considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is
27 only permitted when: (1) the nature of the work prevents an employee from being relieved of all
28 duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

24. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4 at §11.

25. In this case, Defendants failed to authorize or permit legally required and compliant meal periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants' policies, practices, and/or procedures, including but not limited to:

(a) On occasions when Employee and other current and former aggrieved California-based hourly non-exempt employees did not leave Employers' premises to take meal breaks, Employers automatically deducted 30 minutes from Employee's and other current and former aggrieved California-based hourly non-exempt employees' daily hours worked and attributed that time to a meal break despite Employee and other current and former aggrieved California-based hourly non-exempt employees routinely not being provided uninterrupted, duty-free meal breaks.

26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

27. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays during which Defendants did not provide them with meal periods in compliance with California law.

28. **Failure to Indemnify for Losses and Expenditures Incurred as Part of Employment:** California law requires that every employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the obedience of the directions of the employer. Moreover, an employer is prohibited from passing the

1 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

2 29. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
3 and other current and former aggrieved California-based non-exempt hourly employees' necessary
4 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
5 policy, practice, and procedure whereby Plaintiff and aggrieved employees were required to utilize
6 their personal cell phones for employment related purposes, including maintaining and using the
7 Paylocity application on their personal cell phones. Plaintiff and aggrieved employees were required
8 to purchase and/or have a personal cell phone plan, which Defendants routinely required Plaintiff
9 and aggrieved employees to utilize in carrying out their daily work activities.

10 30. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
11 aggrieved employees would not receive indemnification for their employment related expenses.
12 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
13 compliance with California law.

14 31. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
15 employment related expenses, including but not limited to costs related to use of their personal cell
16 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

17 32. **Failure to timely pay earned wages during employment:** In California, wages
18 must be paid at least twice during each calendar month on days designated in advance by the
19 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
20 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
21 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
22 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
23 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
24 calendar days following the close of the payroll period in which wages were earned. Labor Code
25 section 204(d).

26 33. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
27 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
28 employees' earned wages (including minimum wages, overtime wages, and/or meal period premium

wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' their earned wages within the applicable time frames outlined in Labor Code section 204.

34. **Failure to provide complete and accurate wage statements:** Labor Code section 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

35. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages earned (including minimum wages, overtime wages, and/or meal period premium wages) rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section 226.

36. **Failure to pay employees all wages due at time of termination/resignation:** An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72) hours of resignation (Labor Code section 202).

37. As a derivative of Plaintiff's allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all

1 their earned wages (including minimum wages, overtime wages, and/or meal period premium
2 wages), Defendants failed to pay those employees timely after each employee's termination and/or
3 resignation, in violation of Labor Code sections 201, 202, and 203.

4 38. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
5 on behalf of himself or herself and other current or former employees, to bring a civil action to
6 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
7 section 2699.3.

8 39. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
9 section 2699.3. On January 19, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
10 provided notice to Defendants by certified mail which provided notice of the specific provisions of
11 the Labor Code alleged to have been violated, including the facts and theories to support the
12 violations alleged.

13 40. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
14 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
15 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
16 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
17 to investigate Plaintiff's claims.

18 41. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
19 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
20 512, 1194, 1197, 1198, and 2802, During Plaintiff's employment and continuing through the
21 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
22 the following amounts:

23 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, 1198,
24 and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
25 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
26 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

27 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
28 for each employee for each pay period for the initial violation, and for each subsequent violation,

one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1].

42. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to section 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate

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1 Dated: March 18, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By:



4 Joseph Lavi, Esq.
5 N. Nick Ebrahimian, Esq.
6 Vincent C. Granberry, Esq.
7 Alan Wilcox, Esq.
8 Attorneys for Plaintiff VANESSA WRIGHT
9 on behalf of herself and current and former aggrieved
10 employees
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