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Attorneys for Plaintiff Kenia Marroquin

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/30/2024 at 03:50:17 PM
Clerk of the Superior Court
By Carolina Miranda, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KENIA MARROQUIN, on behalf of all others
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiffs,

vs.

PEOPLE 2.0 GLOBAL LLC dba IVORY
MEDICAL STAFFING and DOES 1 through
50, inclusive,

Defendants.

Case No. 37-2024-00025368-CU-OE-CTL

REPRESENTATIVE ACTION COMPLAINT

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

1 Plaintiff KENIA MARROQUIN, 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 Defendant PEOPLE 2.0 GLOBAL LLC dba IVORY MEDICAL
4 STAFFING and DOES 1 through 50, inclusive (collectively “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. This is a representative action filed for wage and hour violations of the California Labor
7 Code.

8 2. Defendant underpaid the aggrieved employees’ wages by failing to compensate
9 employees for all wages earned upon termination of employment.

10 3. Defendant’s employment policies, practices, and payroll administration systems
11 enabled and facilitated these violations on a company-wide basis with respect to the class members.

12 **JURISDICTION & VENUE**

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

15 5. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
16 the Superior Court.

17 6. This Court has jurisdiction over Defendants because, upon information and belief,
18 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
19 themselves to the California economy so as to render the exercise of jurisdiction over them by the
20 California courts consistent with traditional notions of fair play and substantial justice.

21 7. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
22 and/or 395.5 because, upon information and belief, Defendants conduct business and committed some
23 of the alleged violations in this county.

24 **PARTIES**

25 **A. Plaintiff Kenia Marroquin**

26 8. Plaintiff Marroquin is an individual over 18 years of age who worked for Defendant in
27 California as a non-exempt employee from about May 2023 to February 2024. Plaintiff worked as a
28 Medical Assistant.

1 9. The State of California, via the Labor and Workforce Development Agency
2 (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9
3 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party
4 in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
5 *Inc.*, Court of Appeals Case No. B326759 (2nd App. Dist.) ____ Cal. App. 5th ____ (Mar. 20, 2024,
6 as modified Apr. 18, 2024), Plaintiff brings the PAGA claims in a representative capacity seeking
7 relief on behalf of the State of California and all aggrieved employees.

8 **B. Defendants**

9 10. Defendant PEOPLE 2.0 GLOBAL LLC is a Delaware limited liability company that
10 maintains operations and conducts business throughout the State of California, including in this
11 county.

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

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

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

26 14. Upon information and belief, Defendants acted in all respects pertinent to this action as
27 an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated
28

enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

GENERAL ALLEGATIONS

15. Plaintiff was employed by Defendant as an hourly, non-exempt employee until February 2024.

16. Defendant maintained an unlawful policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment. As a result of Defendant's unlawful practice, Plaintiff and the aggrieved employees were not compensated for all vested vacation wages upon separation of employment.

17. As part of her employment Plaintiff accrued Paid Time Off ("PTO"). The available time off balance appeared on her paystubs as "Statutory Sick/PTO Ordinance-People 2.0 Standard." Plaintiff had 17.75 hours of accrued PTO available to her at the end of her employment with Defendant. However, her final wages did not include wages for all accrued vacation time. Rather, she was only compensated for hours worked. To date, Defendant has not compensated Plaintiff for vacation wages.

18. Additionally, Defendant created confusion about available sick leave and paid time off balances by listing sick time and PTO as one-line item on paystubs. As a result, Plaintiff and the aggrieved employees were not provided proper notice of the amount of paid sick leave available to them.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

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

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

19. All outside paragraphs of this Complaint are incorporated into this section.

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

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

4 21. Plaintiff reserves the right to amend, supplement, or add to this description of the
5 aggrieved employees, according to proof.

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

10 23. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
11 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
12 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
13 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
14 action brought by an aggrieved employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures specified in Section 2699.3. “

16 24. Labor Code section 2699(f) provides: “For all provisions of this code except those for
17 which a civil penalty is specifically provided, there is established a civil penalty for a violation of these
18 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more
19 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period
20 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
21 each subsequent violation.”

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

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

27 27. On or about **March 25, 2024**, Plaintiff paid the requisite PAGA filing fee and provided
28 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.

28. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor Code Violations” is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the “PAGA notice”).

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

30. 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.

31. Now that at least 65 days have passed from Plaintiff notifying 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.*

32. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- b. ***Unpaid Vacation Wages.*** Violation of Labor Code § 227.3.
- c. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.

33. 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(g).

PRAYER

Plaintiff prays for judgment as follows:

- a. For recovery of damages in amount according to proof;

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA
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March 25, 2024

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt

**PEOPLE 2.0 GLOBAL LLC (dba
IVORY MEDICAL STAFFING)**
2520 Renaissance Blvd Suite 130
King of Prussia, PA 19406

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

**PEOPLE 2.0 GLOBAL LLC (dba
IVORY MEDICAL STAFFING)**
P.O. Box 677978
Dallas, TX 75267

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **KENIA MARROQUIN** (“Plaintiff”) and all other “aggrieved employees” of the following “Defendant”:

PEOPLE 2.0 GLOBAL LLC (dba IVORY MEDICAL STAFFING)

Defendant shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendant as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that

employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79. Plaintiff maintains standing to pursue these claims against Defendant, as Plaintiff experienced one or more of the alleged violations during the relevant statutory period, which continue through the present date. *Cf. Johnson v. Maxim Healthcare Servs., Inc.*, 281 Cal. Rptr. 3d 478, 481 (Cal. Ct. App. 2021).

Through this notice, Plaintiff requests that Defendant complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(k). Defendant is notified that any attempt to resolve this case should be conducted in coordination with Plaintiff’s counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendant this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendant employed Plaintiff during the PAGA Period in the position of Medical Assistant from about May 2023 to February 2024. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendant in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendant’s violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Vacation Wages Violation of Labor Code § 227.3

Defendant violated Labor Code section 227.3 with respect to the aggrieved employees.

Labor Code section 227.3 requires “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

Defendant maintained an unlawful policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment at the lawful rate of pay, resulting in forfeiture of vested vacation time and wages. Specifically, Plaintiff did not receive her accrued vacation wages upon separation. Below is Plaintiff's final Wage Statement reflecting an outstanding balance of 17.75 vacation hours. However, Defendant only paid Plaintiff for her hourly wages on her final wage statement.

Check Information				PEOPLE 2.0 EARNINGS STATEMENT Affiliate: Ivory Medical Staffing			
Name:	Marroquin, Kenia	Check Number:	552107528	Gross Amount:	\$803.60		
Emp ID:	2007847	Check Date:	02/16/2024	Total Taxes:	\$70.31		
		Direct Deposit:	Yes	Total Deductions:	\$0.00		
		YTD Gross:	\$5,624.00	Net Amount:	\$733.29		

Payment Details						
Pay Period	Customer	Department	Type	Hours/Units	Rate	Gross
02/05-02/11	Ivory Medical Staffing	eTrueNorth CA - San Diego	OT	0.12	\$ 30.00	\$ 3.60
02/05: 0.12						
02/05-02/11	Ivory Medical Staffing	eTrueNorth CA - San Diego	Reg	40.00	\$ 20.00	\$ 800.00
02/05: 8.00 02/06: 8.00 02/07: 8.00 02/10: 8.00 02/11: 8.00						
				40.12		\$ 803.60

Taxes			Deductions / (Reimbursements)		
Jurisdiction	Amount	YTD	Type	Amount	YTD
Federal Income Tax	\$ 0.00	\$ 0.00	No Deductions		
FICA EE	\$ 49.82	\$ 348.69	TOTALS	\$ 0.00	\$ 0.00
MED EE	\$ 11.65	\$ 81.55			
CA WH	\$ 0.00	\$ 0.00			
CALIFORNIA SDI EE	\$ 8.84	\$ 61.86			
TOTALS	\$ 70.31	\$ 492.10			

Direct Deposit Information		
Bank Name	Account Number	Amount
Navy Federal	Ending in 3817	\$ 733.29
		\$ 733.29

Accruals				
Plan Name	Accrued This Check	Used This Check	Balance	Used YTD
Statutory Sick/PTO Ordinance-People 2.0 Standard	1.34	0.00	(*) 17.75	0.00
(*)Your balance available for use this year [2024] is: 17.75 hour(s), contingent on current assignment location & applicable waiting period.				

Extract from Plaintiff's Wage Statement with a Pay Date of 02/15/2024

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendant violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendant created confusion amongst Plaintiff and the aggrieved employees about available sick time because Defendant listed sick leave and paid time off balances as one line-item on paystubs. Thus, Plaintiff and Class Members were not provided proper notice of the amount of paid sick leave available to them.

As a result, Plaintiff may recover civil penalties on behalf of himself, the State of California

and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Plaintiff is also entitled to penalties under Labor Code section 248.5.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendant violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendant failed to pay all wages and premiums owed to aggrieved employees upon separation of employment. Specifically, Plaintiff did not receive her final paycheck until one week after separation from employment. Further, to date she has not received payment for accrued paid time off wages. Defendant did not pay waiting time penalties for the late payments. As a result, Defendant violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties on behalf of aggrieved employees and the State of California as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Attorneys' Fees and Costs
Labor Code § 2699(g)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(g).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all Defendant and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendant's written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation

reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendant may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in black ink, appearing to read "Mariela Romo". The signature is fluid and cursive, with a large initial "M" and a distinct "R" at the end.

Mariela Romo

Cc Plaintiff Kenia Marroquin

People 2.0 Human Resources
hr@people20.com