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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Analycia Tzi, DEPUTY

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO – SAN BERNARDINO DISTRICT, CIVIL DIVISION**

11
12 LYNNORA VASQUEZ, as an aggrieved
employee and private attorney general;

13 Plaintiff,

14 vs.
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16 CANYON RIDGE HOSPITAL, INC., a
California corporation; and DOES 1 through 50,
17 inclusive,

18 Defendants.
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Case No. CIVSB2420772

**COMPLAINT FOR REPRESENTATIVE
ENFORCEMENT ACTION UNDER THE
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, CALIFORNIA
LABOR CODE §§ 2698, ET SEQ.**

1 Plaintiff LYNNORA VASQUEZ (“Plaintiff”), individually and as an aggrieved employee and
2 private attorney general pursuant to the Labor Code Private Attorneys General Act of 2004, based
3 upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative enforcement action brought by Plaintiff against Defendants
7 CANYON RIDGE HOSPITAL, INC. and DOES 1 through 50 (collectively “Defendants”) under the
8 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.
9 (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals
10 who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at
11 any time during the period from March 13, 2023, to final judgment (“Aggrieved Employees”).

12 2. Plaintiff alleges that throughout the time period involved in this case, Defendants hired
13 Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked
14 (including minimum wages, straight time wages, and overtime wages), failed to provide them with all
15 meal periods and rest periods to which they were entitled, failed to pay reporting time wages, failed to
16 timely pay them all wages during their employment, failed to timely pay them all wages due upon
17 termination of their employment, failed to provide them with accurate itemized wage statements, failed
18 to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

19 3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204,
20 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
21 Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiff seeks to recover
22 all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees
23 and costs.

24 **JURISDICTION AND VENUE**

25 4. This Court has jurisdiction over this action pursuant to the California Constitution,
26 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
27 for jurisdiction.

28 5. This Court has jurisdiction over all Defendants because, upon information and belief,

1 Defendants are citizens and residents of California, regularly conduct business in California, have
2 sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the
3 California market so as to render the exercise of jurisdiction over them by California courts consistent
4 with traditional notions of fair play and substantial justice. Further, no federal question is at issue
5 because the claims asserted herein are based solely on California law.

6 6. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the
7 Superior Court and will be established according to proof at trial.

8 7. Venue is proper in the judicial district and the County of San Bernardino, California,
9 because Plaintiff and many of the Aggrieved Employees worked for Defendants in the County of San
10 Bernardino. Upon information and belief, Defendants maintain offices, have agents, employ
11 individuals, and/or transact business in the State of California, County of San Bernardino.

12 **THE PARTIES**

13 8. Plaintiff LYNNORA VASQUEZ is an individual residing in the State of California.

14 9. Defendant CANYON RIDGE HOSPITAL, INC. is and at all times herein mentioned
15 was, a corporation organized and existing under the laws of the State of California, and registered to
16 do business in the state of California.

17 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
18 the fictitious names Does 1 through 50. The Doe defendants may be individuals, partnerships, or
19 corporations. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
20 Doe defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's
21 damages as herein alleged were proximately caused by their conduct. Plaintiff will seek leave of this
22 Court to amend the complaint and serve such fictitiously named defendants once their names and
23 capacities become known.

24 11. Defendant CANYON RIDGE HOSPITAL, INC. and/or Does 1 through 50 are
25 collectively referred to herein as "Defendants."

26 12. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
27 herein each of Defendants was the parent, subsidiary, agent, servant, employee, co-venturer, co-
28 conspirator, and/or alter ego of each of the other Defendants, and was at all times mentioned acting

1 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
2 employment, joint venture, conspiracy, or alter ego relationship.

3 13. Defendants are and at all times herein mentioned were, (a) conducting business in the
4 County of San Bernardino, State of California, and (b) the employer of Plaintiff and the Aggrieved
5 Employees consistent with the California Labor Code and Industrial Welfare Commission Wage
6 Orders (“Wage Orders”).

7 14. At all relevant times, Defendants, directly or indirectly, had the authority to hire and
8 terminate Plaintiff and the Aggrieved Employees, and controlled or affected the working conditions,
9 wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Employees so as
10 to make each of said Defendants employers jointly liable under the statutory provisions set forth
11 herein.

12 15. At all relevant times, Defendants exercised sufficient authority over the terms and
13 conditions of Plaintiff's and the Aggrieved Employees' employment for them to be joint employers
14 of Plaintiff and the Aggrieved Employees.

15 16. At all relevant times, Defendants, and each of them, ratified each and every act or
16 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
17 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
18 alleged.

19 17. Plaintiff is informed and believes, and based thereon alleges, that each of said
20 Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 **GENERAL ALLEGATIONS**

23 18. Defendants are a psychiatric facility located in Chino, California.

24 19. Plaintiff has been employed by Defendant as a non-exempt, hourly paid employee since
25 approximately May of 2021

26 20. At all relevant times set forth herein, Defendants employed Plaintiff and Aggrieved
27 Employees as hourly-paid or non-exempt employees.

28 21. Throughout the time period involved in this case, Defendants have implemented

1 policies and practices which failed to provide Plaintiff and Aggrieved Employees with timely and
2 duty-free meal periods. Defendants routinely failed to relieve Plaintiff and Aggrieved Employees of
3 all duties during their meal periods, regularly failed to relinquish control over Plaintiff and Aggrieved
4 Employees during their meal periods, regularly failed to permit Plaintiff and Aggrieved Employees a
5 reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff and
6 Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end
7 of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no
8 later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed
9 to maintain accurate records of meal periods taken by Plaintiff and Aggrieved Employees.

10 22. Throughout the time period involved in this case, Defendants did not adequately inform
11 Plaintiff and Aggrieved Employees of their right to take meal periods under California law. Moreover,
12 Defendants systematically disregarded their own written policies regarding the provision and timing
13 of meal periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and
14 practice was to schedule Plaintiff and Aggrieved Employees in a way that prohibited them from taking
15 timely and duty-free meal periods, and to require Plaintiff and Aggrieved Employees to work through
16 their meal periods, for which they were not compensated.

17 23. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
18 Aggrieved Employees premium wages for meal periods that were missed, late, interrupted, or
19 shortened in violation of California law. Defendants knew or should have known that Plaintiff and
20 Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of
21 pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.
22 Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal
23 periods to Plaintiff and Aggrieved Employees, and routinely failed to pay one additional hour of pay
24 to Plaintiff and Aggrieved Employees at their regular rate of pay when a meal period was missed,
25 short, late, and/or interrupted.

26 24. Throughout the time period involved in this case, Defendants have implemented
27 policies and practices which prohibited Plaintiff and Aggrieved Employees from taking timely and
28 duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff and
Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and
one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting

1 six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such
2 rest breaks in the middle of each work period.

3 25. Throughout the time period involved in this case, Defendants did not adequately inform
4 Plaintiff and Aggrieved Employees of their right to take rest periods under California law. Moreover,
5 Defendants systematically disregarded their own written policies regarding the provision and timing
6 of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and practice
7 was to schedule Plaintiff and Aggrieved Employees in a way that regularly prohibited them from
8 taking timely and duty-free rest periods, and to regularly require Plaintiff and Aggrieved Employees
9 to work through their rest periods.

10 26. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
11 Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened
12 in violation of California law. Defendants knew or should have known that Plaintiff and Aggrieved
13 Employees were entitled to receive all rest periods or payment of one additional hour of pay at their
14 regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this
15 knowledge, Defendants routinely failed to authorize and permit Plaintiff and Aggrieved Employees
16 to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and Aggrieved
17 Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

18 27. Throughout the time period involved in this case, Defendants regularly required
19 Plaintiff and Aggrieved Employees to perform work off-the-clock. Although Defendants prohibited
20 overtime, Defendants still regularly required Plaintiff and Aggrieved Employees complete all of their
21 assigned duties. To do so, Plaintiff and Aggrieved Employees were regularly required to perform work
22 off-the-clock for which they were not compensated.

23 28. Throughout the time period involved in this case, Defendants implemented policies that
24 prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time worked,
25 resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

26 29. Throughout the time period involved in this case, Plaintiff and Aggrieved Employees
27 worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

28 30. Throughout the time period involved in this case, Defendants regularly failed to pay
overtime compensation to Plaintiff and Aggrieved Employees when they worked in excess of eight
(8) hours in a single workday and/or forty (40) hours in a single work week, or in excess of twelve

1 (12) hours in a single workday and/or eighty (80) hours in a single work week. Defendants knew or
2 should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages for
3 overtime or double overtime compensation and that they were not receiving wages for overtime or
4 double overtime compensation.

5 31. Throughout the time period involved in this case, Defendants failed to pay overtime to
6 Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of pay
7 correctly calculated to include all applicable remuneration.

8 32. Throughout the time period involved in this case, Defendants regularly failed to pay
9 Plaintiff and Aggrieved Employees at least minimum wages for all hours worked. Defendants knew
10 or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
11 minimum wages for all hours worked and that they were not receiving at least minimum wages for all
12 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff
13 and Aggrieved Employees at the required minimum wage pursuant to California law, and requiring
14 Plaintiff and Aggrieved Employees to perform work off the clock.

15 33. Throughout the time period involved in this case, Defendants regularly failed to pay
16 the Aggrieved Employees all wages owed to them upon discharge or resignation. Defendants knew or
17 should have known that the Aggrieved Employees were entitled to receive all wages owed to them
18 upon termination within the time permissible under California Labor Code section 202. The Aggrieved
19 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
20 including overtime compensation, minimum wages, meal period premiums, and rest period premiums,
21 within any time permissible under California Labor Code section 202.

22 34. Throughout the time period involved in this case, Defendants regularly failed to pay
23 Plaintiff and Aggrieved Employees all wages within any time permissible under California law,
24 including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that
25 Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them during their
26 employment. Plaintiff and Aggrieved Employees did not receive payment of all wages, including
27 overtime compensation, minimum wages, and meal and rest period premiums, within any time
28 permissible under California Labor Code section 204.

35. Throughout the time period involved in this case, Defendants regularly failed to
provide complete or accurate wage statements to Plaintiff and Aggrieved Employees. Defendants

1 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
2 and accurate wage statements in accordance with California law, but, in fact, they did not receive
3 complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the
4 failure to include the total number of hours worked, the actual gross wages earned, and the correct
5 rates of pay.

6 36. Throughout the time period involved in this case, Defendants regularly failed to keep
7 complete or accurate payroll records for Plaintiff and Aggrieved Employees. Defendants knew or
8 should have known that Defendants were required to keep complete and accurate payroll records for
9 Plaintiff and Aggrieved Employees in accordance with California law, but, in fact, did not keep
10 complete and accurate payroll records.

11 37. Throughout the time period involved in this case, Defendants regularly failed to
12 maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal
13 periods, total daily hours, hours per pay period, and applicable pay rates.

14 38. Throughout the time period involved in this case, Defendants failed to reimburse
15 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but not
16 limited to use of their personal cell phones for work-related purposes. Defendants knew or should
17 have known that Defendants were required to reimburse Plaintiff and the Aggrieved Employees for
18 all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California
19 law.

20 39. Throughout the time period involved in this case, Defendants knew or should have
21 known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant to California
22 law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and
23 intentionally failed to do so, and falsely represented to Plaintiff and Aggrieved Employees that they
24 paid all wages owed to them, all to increase Defendants' profits.

25 **PAGA ALLEGATIONS**

26 40. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
27 Defendants.

28 41. PAGA provides that any provision of law under the California Labor Code that
provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected

1 by the California Labor & Workforce Development Agency (“LWDA”) for violations of the California
2 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
3 employee on behalf of themselves and other current or former employees pursuant to procedures outlined
4 in California Labor Code section 2699.3.

5 42. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
6 any person that was employed by the alleged violator and against whom one or more of the alleged
7 violations was committed.

8 43. Plaintiff was employed by Defendants and the alleged violations were committed
9 against her during her time of employment. Plaintiff and the other employees are therefore “aggrieved
10 employees” as defined by California Labor Code section 2699(c) in that they are current or former
11 employees of Defendants and one of more of the alleged violations were committed against them.

12 44. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
13 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
14 have been met:

15 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
16 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the
18 alleged violations.

19 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the alleged
21 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
22 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
23 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
24 employee may commence a civil action pursuant to California Labor Code section 2699
25 to recover civil penalties in addition to any other penalties to which the employee may be
26 entitled.

27 45. Plaintiff has exhausted her administrative remedies pursuant to Labor Code § 2699.3.
28 On March 13, 2024 Plaintiff, through her counsel of record, by online filing with the Labor and

1 Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified
2 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that
3 Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s
4 intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under
5 Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the
6 mailing of Plaintiff’s March 13, 2024 notice, and the Labor and Workforce Development Agency has
7 not indicated that it intends to investigate the violations discussed in the notice.

8 46. Accordingly, the administrative prerequisites under California Labor Code section
9 2699.3(a) to recover civil penalties against Defendants have been fully exhausted and Plaintiff may
10 commence a civil action to recover penalties against Defendants, in addition to other remedies for
11 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
12 1175, 1194, 1197, 1197.1, 1198, 2800 and 2802.

13 **FIRST CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 2698, Et Seq.**

15 **(Against All Defendants)**

16 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in all preceding paragraphs.

18 48. Plaintiff brings this action as a representative action on behalf of herself, other
19 Aggrieved Employees, and the State of California in her capacity as a private attorney general pursuant
20 to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. (“PAGA”).

21 49. PAGA expressly provides for a private right of action to recover civil penalties for
22 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
23 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
24 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
25 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
26 brought by an aggrieved employee on behalf of himself or herself and other current or former
27 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

28 50. Whenever the LWDA, or any of its departments, divisions, commissions, boards,

1 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
2 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

3 51. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
4 as defined by California Labor Code section 2699(c) in that they are all current or former employees
5 of Defendants, and one or more of the alleged violations were committed against them.

6 52. As set forth in detail above and below, during all times relevant to this Action,
7 Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California
8 Labor Codes by:

- 9 (a) Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
10 compensation in violation of Labor Code §§ 1194, 1197, and 1198 *et seq.*
- 11 (b) Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
12 compensation in violation of Labor Code §§ 510, 1194, and 1198 *et seq.*
- 13 (c) Failing to provide legally required meal periods to Plaintiff and the Aggrieved
14 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
15 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
16 and 512.
- 17 (d) Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
18 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
19 Employees an additional hour of premium pay for rest period violations in violation
20 of Labor Code § 226.7.
- 21 (e) Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of
22 their employment in violation of Labor Code § 201 and 202.
- 23 (f) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
24 employment in violation of Labor Code § 204.
- 25 (g) Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
26 itemized wage statements in violation of Labor Code § 226.
- 27 (h) Failing to maintain accurate records relating to Plaintiff and the Aggrieved
28 Employees’ work periods, meal periods, total daily hours, hours per pay period,

total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

- (i) Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

53. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

54. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

55. Plaintiff was compelled to retain the services of counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1) of California Labor Code;
2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or other applicable statutes; and
3. For such other and further relief as the Court may deem proper.

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Dated: June 19, 2024

Respectfully Submitted,

PARKER & MINNE, LLP

By: 

S. Emi Minne
Attorneys for Plaintiff LYNNORA VASQUEZ