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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RICKY CASTRO, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

PARTNER HEALTHCARE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: **24NNCV03693**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff Ricky Castro (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant PARTNER HEALTHCARE, INC. and
6 DOES 1 through 10 (PARTNER HEALTHCARE, INC. and DOES 1 through 10 are collectively
7 referred to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004,
8 California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for
9 all hours worked (including minimum wages, straight time wages, and overtime wages), failure to
10 provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages
11 twice per month, failure to maintain accurate records of hours worked and meal periods, failure to
12 timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify for
13 necessary expenditures or losses.

14 2. For over 50 years, California’s courts and legislature have recognized that this
15 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
16 Wages are not ordinary debts. Because of the economic position of the average worker and his or
17 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
18 employees are promptly paid the minimum/overtime wages that the Legislature has required for
19 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution, or
22 other damages other than civil penalties—California has enacted the PAGA to permit an individual
23 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who are or were
25 harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees
26 worked for Defendants as hourly-paid or non-exempt employees within the applicable statutory
27 period.

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4. Plaintiff brings this action against Defendants seeking only to recover penalties on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for himself and all Aggrieved Employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff Ricky Castro is a resident of Los Angeles County, California who worked for Defendants in Monrovia, California as an hourly-paid, non-exempt delivery/driver from approximately April 2011 to approximately August 2023.

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1 **B. Defendants**

2 9. Plaintiff is informed and believes, and based upon that information and belief
3 alleges, that PARTNER HEALTHCARE, INC. is, and at all times herein mentioned, was:

4 (a) A business entity conducting business in numerous counties throughout the
5 State of California, including Los Angeles County; and

6 (b) The former employer of Plaintiff and the current and/or former employer of
7 the Aggrieved Employees because Defendant PARTNER HEALTHCARE,
8 INC. suffered and permitted Plaintiff and the Aggrieved Employees to work,
9 and/or controlled their wages, hours, or working conditions.

10 10. Plaintiff does not know the true names or capacities of the persons or entities sued
11 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
12 of the Doe Defendants was in some manner legally responsible for the damages suffered by
13 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
14 forth the true names and capacities of these Defendants when they have been ascertained, together
15 with appropriate charging allegations, as may be necessary.

16 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
17 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
18 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
19 California.

20 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
21 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
22 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
23 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
24 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
25 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
26 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
27 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
28 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and

thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

13. Plaintiff Ricky Castro worked for Defendants in Los Angeles County, California from approximately April 2011 to approximately August 2023. At all times, Defendants paid Plaintiff an hourly wage and classified him as non-exempt from overtime.

14. Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

A. Failure to Pay for All Hours Worked, Including Minimum Wages, Straight Time Wages, and Overtime Wages

15. Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

16. Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

17. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

18. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during legally required meals periods and after their work shifts ended. Some of

1 this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
2 Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved
3 Employees worked.

4 19. Throughout the statutory period, Plaintiff and other Aggrieve Employees worked
5 regular shifts that lasted longer than 8.0 hours in a workday and resulted in non-exempt employees
6 regularly working more than 40 hours in a workweek. However, Defendants uniformly failed to
7 properly calculate and pay overtime wages at the proper legal rate due to Defendants' failure to
8 include all forms of compensation/remuneration, including, but not limited to, non-discretionary
9 bonuses, and all other forms of remuneration in calculating the "regular rate of pay" for purposes
10 of overtime compensation as required under the applicable law.

11 **B. Failure to Provide Meal Periods**

12 20. Under California law, employers have an affirmative obligation to relieve
13 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
14 start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute,
15 duty-free meal period no later than the start of the eleventh hour of work in a workday. Further,
16 employees are entitled to be paid one hour of additional wages for each workday they were not
17 provided with a required meal period(s).

18 21. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff
19 and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free
20 meal period. Plaintiff and the Aggrieved Employees routinely worked through meal periods "off-
21 the-clock," and Defendants frequently paid Plaintiff and the Aggrieved Employees less than all
22 their work time. Much of this unpaid work should have been paid at the overtime rate. In failing
23 to pay for all hours worked, Defendants also failed to maintain accurate records of the hours
24 Plaintiff and the Aggrieved Employees worked. Defendants also regularly, but not always,
25 required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day
26 without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of
27 work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were
28 not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants

1 continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring,
2 or encouraging them to perform work tasks which could not be completed without working in lieu
3 of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees
4 permission to take a meal period. Defendants also never informed Plaintiff of his right to, nor
5 permitted him to take, a second meal period when Plaintiff worked at least ten hours of work in a
6 workday. Accordingly, Defendants' policy and practice was not to provide meal periods to
7 Plaintiff and the Aggrieved Employees in compliance with California law.

8 22. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
9 additional wages for each workday he or she was not provided with all required meal period(s).
10 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional
11 wages to which they were entitled for meal periods that were not provided. Furthermore,
12 Defendants failed to include all forms of compensation/remuneration, including, but not limited
13 to, non-discretionary bonuses, and all other forms of remuneration in calculating the "regular rate
14 of pay" for purposes of calculating the meal and rest break premiums as required under the
15 applicable law.

16 **C. Failure to Authorize and Permit Rest Periods**

17 23. Employers are required by California law to authorize and permit breaks of ten
18 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
19 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
20 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
21 a violation of California's rest break laws.

22 24. Throughout the statutory period, Defendants wrongfully failed to authorize and
23 permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants
24 regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive
25 hours a day without Defendants authorizing and permitting them to take a 10-minute,
26 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
27 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
28 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the

1 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
2 could not be completed without working in lieu of taking mandatory rest periods, or by denying
3 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
4 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
5 rest periods in compliance with California law.

6 25. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
7 additional wages for each workday he or she was not authorized and permitted to take all required
8 rest periods. Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees
9 the additional wages to which they were entitled for rest periods and that they were not authorized
10 and permitted to take.

11 **D. Failure to Pay All Earned Wages Twice Per Month**

12 26. Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as
13 discussed above, Defendants also violated Labor Code § 204.

14 27. Labor Code § 204 requires employers to pay employees all earned wages two times
15 per month. Throughout the statute of limitations period applicable to this cause of action,
16 employees were entitled to be paid twice a month at their regular rates, including all meal period
17 premium wages owed, rest period premium wages owed, and wages owed for overtime hours
18 worked. However, during all such times, Defendants systematically failed and refused to pay the
19 employees all wages due, and failed to pay those wages twice a month, in that employees were not
20 paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not
21 authorized and permitted by Defendants, and all wages for all hours worked. As a result,
22 Defendants owe employees the legally required wages not paid, and Plaintiff and the Aggrieved
23 Employees suffered damages in those amounts.

24 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

25 28. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to
26 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
27 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
28 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall

1 keep time records showing when the employee begins and ends each work period. Meal periods
2 and total hours worked daily shall also be recorded

3 29. Defendants, however, failed to maintain accurate records of hours worked and all
4 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

5 30. Defendants' failure to provide and maintain records required by the California
6 Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
7 ability to know, understand and question the accuracy and frequency of meal periods, and the
8 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
9 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
10 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
11 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
12 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
13 seeking to compel Defendants to fully perform its obligation under state law, all to their respective
14 damage in amounts according to proof at trial. As a result of Defendants' knowing failure to
15 comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
16 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
17 understanding, and disputing the wage payments paid to them.

18 **F. Failure to Timely Pay All Wages at Termination**

19 31. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
20 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
21 an employee voluntarily leaves his or her employment, his or her wages shall become due and
22 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
23 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
24 to his or her wages at the time of quitting.

25 32. Within the applicable statute of limitations, the employment of Plaintiff and many
26 other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
27 employment of others will be terminated. However, during the relevant time period, Defendants
28 failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without

1 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of
2 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
3 unpaid wages include wages for unpaid work time (including minimum wages, straight time wages,
4 overtime wages, rest and recovery periods, and other nonproductive time), missed meal period
5 premium wages, and missed rest period premium wages.

6 33. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
7 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
8 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
9 at the same rate until paid or until an action is commenced; but the wages shall not continue for
10 more than thirty (30) days.

11 34. Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from
12 Defendants their additionally accruing wages for each day they were not paid, at their regular
13 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

14 **G. Failure to Furnish Accurate Itemized Wage Statements**

15 35. Labor Code § 226(a) provides that every employer shall furnish each of his or her
16 employees an accurate itemized wage statement in writing showing nine pieces of information,
17 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
18 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
19 deductions, provided that all deductions made on written orders of the employee may be aggregated
20 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
21 employee is paid, (7) the name of the employee and the last four digits of his or her social security
22 number or an employee identification number other than a social security number, (8) the name
23 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
24 during the pay period and the corresponding number of hours worked at each hourly rate by the
25 employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code
26 § 226(e)(2)(B)(iii).)

27 36. The statute further provides: "An employee suffering injury as a result of a knowing
28 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the

greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Labor Code § 226(e)(1).)

37. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

38. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

H. Failure to Indemnify for Necessary Expenditures

39. Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary business expenses, including, without limitation, use of personal cell phones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

40. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though

1 fully set forth herein.

2 41. At all times herein mentioned, Defendants were subject to the Labor Code of the
3 State of California and the applicable IWC Orders.

4 42. California Labor Code § 2699(a) specifically provides for a private right of action
5 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
6 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
7 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
8 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
9 civil action brought by an aggrieved employee on behalf of himself and other current or former
10 employees pursuant to the procedures specified in Section 2699.3.”

11 43. Plaintiff has exhausted his administrative remedies pursuant to California Labor
12 Code § 2699.3. On April 16, 2024, he gave written notice by online filing to the Labor and
13 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
14 provisions of the Labor Code that Defendants have violated against Plaintiff and current and former
15 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid
16 the filing fee on April 16, 2024. Plaintiff’s PAGA case number is LWDA-CM-1022591-24 (*Ricky*
17 *Castro v. Partner Healthcare, Inc.*).

18 44. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
19 remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code
20 § 2699.3(d).)

21 45. More than sixty-five (65) days have elapsed since Plaintiff provided notice, but the
22 LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed
23 in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor
24 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
25 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
26 226.3, 1174.5, 1197.1, and 2699(f)(2).

27 46. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
28 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of

1 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
2 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

3 47. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
4 to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
5 entitled to an award of reasonable attorney's fees and costs."

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment
8 against Defendants, jointly and severally, as follows:

9 1. That the Court declare, adjudge and decree that Defendants violated the California
10 Labor Code by failing to pay for all hours worked (minimum wages, straight time wages, and
11 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
12 failing to pay all earned wages twice per month, failing to maintain accurate records of hours
13 worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage
14 statements, and failing to indemnify for necessary expenditures;

15 2. An award of civil penalties on behalf of himself and all similarly aggrieved
16 employees pursuant to PAGA;

17 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

18 4. Attorneys' fees and costs reasonably incurred;

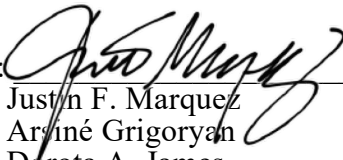
19 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

20 6. Such other and further relief that the Court deems proper.

21
22 Respectfully submitted,

23 Dated: August 19, 2024

WILSHIRE LAW FIRM

24
25 By: 
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Dorota A. James

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27 Attorneys for Plaintiff