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17 Attorneys for Plaintiff
18 MARIA HERNANDEZ

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/07/2024 9:07 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF LOS ANGELES

13 MARIA HERNANDEZ, on behalf of herself
14 and similarly situated aggrieved employees,

15 Plaintiff,

16 vs.

17 SPECIAL SERVICE FOR GROUPS, INC. and
18 DOES 1 through 10.

19 Defendants.

Case No. **24STCV11370**

**COMPLAINT FOR CIVIL PENALTIES
UNDER PAGA**

21 Plaintiff Maria Hernandez ("Plaintiff"), on behalf of herself and similarly situated aggrieved
22 employees, complains and alleges as follows:

23 **INTRODUCTION**

24 1. Plaintiff, as a proxy for the state of California, brings a representative law enforcement
25 action under the Private Attorneys General Act ("PAGA"), Labor Code Section 2698 et seq., to
26 recover civil penalties against defendant Special Service for Groups, Inc. ("Defendant"). On behalf of
27 herself and other aggrieved employees, Plaintiff seeks to recover civil penalties - 75% payable to the
28 Labor Workforce Development Agency ("LWDA") and 25% payable to aggrieved employees - owed

1 by Defendant under Labor Code Section 2699 for failing to pay non-exempt employees who were paid
2 a bilingual differential ("Bilingual Employees") all the sick pay owed to them in accordance with
3 Labor Code Section 246.

4 JURISDICTION AND VENUE

5 2. Venue is proper in the County of Los Angeles because work was performed by Plaintiff
6 and other aggrieved employees for Defendant in the County of Los Angeles and the legal obligations
7 of Defendant to Plaintiff and other aggrieved employees were breached in the County of Los Angeles.

8 3. The California Superior Court has jurisdiction in this matter because Plaintiff is a
9 resident of California, Defendant is qualified to do business in California, and Defendant regularly
10 conducts business in California. Further, there is no federal question at issue as the claims herein are
11 based solely on California law.

12 THE PARTIES

13 Plaintiff

14 4. Plaintiff worked for Defendant as a Bilingual Employee for approximately 10 years
15 until her employment ended on March 18, 2024, when she was working for Defendant as a Division
16 Administration Coordinator at the Weber Community Center in Los Angeles, California. During her
17 employment with Defendant, Plaintiff was paid a bilingual differential. But when Plaintiff was paid
18 sick pay, Defendant did not pay her sick pay at the correct rate because Defendant did not factor her
19 bilingual differential into calculating the rate of her sick pay. For example, attached as Exhibit 1 is a
20 copy of an Earnings Statement for the pay period 2/1/24 through 2/15/24 showing that Plaintiff was
21 paid sick pay at the rate of \$30 an hour, her regular hourly rate. Because Plaintiff was paid a bilingual
22 differential of \$100 for that pay period (and the pay periods for her prior 90 days of employment), the
23 rate of pay owed to her for her sick pay pursuant to Labor Code Section 246(l) was higher than \$30 an
24 hour. The earnings statements for Plaintiff reflect that, every time she was paid sick pay, she was paid
25 sick pay at the rate of \$30 an hour even though, because she was paid a bilingual differential, she was
26 owed more than \$30 an hour for sick pay.

27 5. Plaintiff seeks to represent similarly situated persons who are Aggrieved Employees.
28 Aggrieved Employees are persons who, at any time since April 3, 2023 (the date one year before

1 Plaintiff gave the LWDA notice of her allegations), worked for Defendant as non-exempt employees
2 and were paid a bilingual differential and sick pay during a pay period.

3 **B. Defendants**

4 6. Defendant is a corporation organized under the laws of the State of California.
5 Defendant maintains its principal place of business in Los Angeles, California. Defendant is health
6 and human service organization dedicated to building and sustaining community-based programs that
7 address the needs of vulnerable communities. At all times relevant to this action, Defendant was the
8 employer of Plaintiff and the other Aggrieved Employees.

9 7. Plaintiff is ignorant of the true names, capacities, relationships and extent of
10 participation in the conduct herein alleged, of the Defendants sued herein as Does 1 through 10, but is
11 informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful
12 conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will
13 amend this complaint to allege their true names and capacities when ascertained.

14 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
15 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
16 business plan or policy in all respects pertinent hereto, and/or the acts of each Defendant are legally
17 attributable to the other Defendants.

18 **FIRST CAUSE OF ACTION**

19 **CIVIL PENALTIES UNDER PAGA**

20 **(By Plaintiff and Aggrieved Employees against Defendants)**

21 9. Plaintiff incorporates paragraphs 1 through 8 of this complaint as if fully alleged herein.

22 10. At all times relevant to this action, Plaintiff and other Aggrieved Employees were
23 "aggrieved employees" within the meaning of Labor Code Section 2699.

24 11. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
25 herself and other current or former employees, to bring a civil action to recover civil penalties pursuant
26 to the procedures specified in Labor Code Section 2699.3.

27 12. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
28 Section 2699.3. By letter dated April 3, 2024 (copy attached hereto as Exhibit 1), Plaintiff gave

1 written notice to the LWDA via electronic filing and to Defendant via certified mail of the specific
2 provisions of the Labor Code alleged to have been violated, including the facts and theories to support
3 the alleged violations. In that letter, Plaintiff alleges that: 1) Pursuant to Labor Code Section 246, sick
4 pay must be calculated in the same manner as the employee's regular rate of pay or calculated by
5 dividing the employee's total wages, not including overtime premium pay, by the employee's total
6 hours worked in the full pay periods of the prior 90 days of employment; and 2) Defendant does not
7 calculate sick pay for Bilingual Employees properly under either method because Defendant, in
8 determining the hourly rate of pay for sick pay owed to Bilingual Employees, does not take into
9 account the amount of the bilingual differential payments made to Bilingual Employees every pay
10 period. Because Defendant did not give Plaintiff and the LWDA notice within 33 calendar days after
11 the postmark date of April 3, 2023 that it had cured the violations of Labor Code Section 246 alleged
12 by Plaintiff, she became entitled to pursue her PAGA claims in a civil action pursuant to Labor Code
13 Section 2699.3(c).

14 13. Pursuant to Labor Code Sections 2699(a) and (f) Plaintiff and other Aggrieved
15 Employees are entitled to civil penalties for Defendant's violations of Labor Code Section 246 in the
16 amount of:

17 a. fifty dollars (\$50) for each day or portion thereof that the violation occurred or
18 continued, not to exceed an aggregate penalty of four thousand dollars (\$4,000) [penalty amount per
19 Labor Code Section 248(b)(3)]; or

20 b. one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
21 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
22 subsequent violation [penalty amount per Labor Code Section 2699(f)(2)].

23 14. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be
24 distributed to the LWDA, and 25% shall be distributed to the Aggrieved Employees.

25 15. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of reasonable
26 attorney's fees and costs in connection with her claims for civil penalties.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, on behalf of herself and all other aggrieved employees, Plaintiff prays for relief
3 and judgment against Defendants as follows:

4 A. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25%
5 payable to aggrieved employees).

6 B. Costs.

7 C. Reasonable attorney's fees.

8 D. Such other relief as the Court deems just and proper

9 Dated: May 7, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

10
11 By *s/ Gregory N. Karasik*
Gregory N. Karasik

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13 Attorneys for Plaintiff
MARIA HERNANDEZ
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EXHIBIT 1

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

April 3, 2024

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Maria Hernandez
Employer: Special Service For Groups, Inc.

This letter shall serve as notice under Labor Code Section 2699.3 that Maria Hernandez alleges that her former employer Special Service For Groups, Inc. ("Special Service") has a practice of violating the Labor Code with respect to non-exempt employees who are paid a bilingual differential ("Bilingual Employees"). Ms. Hernandez worked as a Bilingual Employee for Special Service for approximately 10 years until her employment ended on March 18, 2024, when she was working for Special Service as a Division Administration Coordinator at the Weber Community Center in Los Angeles, California. Ms. Hernandez alleges, on behalf of herself and other Bilingual Employees, that Special Service violates Labor Code Section 246 because Special Service does not pay Bilingual Employees the correct amount of sick pay owed to them.

Pursuant to Section 246, sick pay must be calculated in the same manner as the employee's regular rate of pay or calculated 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 of employment. Special Service does not calculate sick pay for Bilingual Employees properly under either method because Special Service, in determining the hourly rate of pay for sick pay owed to Bilingual Employees, does not take into account the amount of the bilingual differential payments made to Bilingual Employees every pay period.

For example, attached as Exhibit 1 is a copy of an Earnings Statement for the pay period 2/1/24 through 2/15/24 showing that Ms. Hernandez was paid sick pay at the rate of \$30 an hour, her regular hourly rate. Because Ms. Hernandez was paid a bilingual differential of \$100 for that pay period (and the pay periods for her prior 90 days of employment), the rate of pay owed to her for her sick pay, calculated under either method under Section 246, was higher than \$30 an hour. The earnings statements for Ms. Hernandez reflect that, every time she was paid sick pay, she was paid sick pay at the rate of \$30 an hour even though, because she was paid a bilingual differential, she was owed more than \$30 an hour for sick pay. Plaintiff alleges that Special

Service had the same practice of not paying the correct amount of sick pay for other Bilingual Employees who were paid a bilingual differential, and Special Service continues to withhold all the sick pay owed to Ms. Hernandez and other Bilingual Employees.

Please advise whether the LWDA intends to investigate these allegations. If we do not receive a timely notice that the LWDA intends to do so, Ms. Hernandez will proceed to seek civil penalties against Special Service under Labor Code Section 2699 in a civil lawsuit.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: Special Service For Groups, Inc.
905 E. 8th Street
Los Angeles, CA 90021

Via Certified Mail

EXHIBIT 1

6:57

paycomonline.net

Earnings Statement

HERNANDEZ, MARIA

Pay Date: 03/21/24
 Period Start: 03/01/2024
 Period End: 03/19/2024

Company: WWS - SPECIAL SERVICE FOR GROUPS INC
 516 S 4TH ST
 LOS ANGELES CA 90007

Emo #1: 4424
 DOE STGA - WEBER - DVM SFC Washington
 Pay Date: Next

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular	20.00	60.00	2370.00	1225.00
Holiday	30.00	2.00	60.00	720.00
Leave With Pay	30.00	0.00	0.00	0.00
Sick	30.00	0.00	0.00	0.00
Vacation	30.00	10.00	300.00	0.00
Signature Pay	30.00	10.00	300.00	0.00
Gross		82.00	2748.00	1095.00
With Taxes				
Federal Withhold			352.54	1002.43
Medicare			39.27	102.72
Social Security			167.09	607.09
California State Withhold			35.71	303.09
California State Tax			35.54	115.51
Deductions				
Dental			2.00	0.00
Health/Medical/AD&D			45.00	100.00
Vision			1.00	0.00
Voluntary Term Life Ins			0.54	0.54
Net Pay			2139.81	6495.00
Net Pay Distribution				
Direct Deposit Net Check			2139.81	6495.00
Employee Benefits, Allowances, and Other				
State Unempl GR *			1.00	0.00
LTD GR *			0.70	0.00
Sick Hours			4.00	0.00
Vacation Hours			7.00	147.00

*** TIL COVID-19 PHEIC 500112-00000-01 State Unempl GR is 0.00000000