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Attorneys for Plaintiff ARAMIS EDWARDS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ARAMIS EDWARDS,

Plaintiff,

vs.

ROYAL GARDENS HEALTHCARE, LLC;
IHCM MANAGEMENT LLC; and DOES 1)
to 25, inclusive,

Defendants.

) CASE NO.: **24STCV22491**

) **COMPLAINT FOR DAMAGES FOR:**

) **1) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA")**

COMES NOW Plaintiff, ARAMIS EDWARDS (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants ROYAL GARDENS HEALTHCARE, LLC, IHCM MANAGEMENT LLC; and DOES 1 to 25, inclusive (hereinafter collectively “ROYAL GARDENS” or “Defendant(s)”) do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendants ROYAL GARDENS HEALTHCARE, LLC and IHCM MANAGEMENT LLC are California Limited Liability Companies, doing business in the County of Los Angeles, State of California, and which employed Plaintiff. Defendants ROYAL GARDENS HEALTHCARE, LLC and IHCM MANAGEMENT LLC are considered “joint employers” in that they each controlled the wages, hours, and/or working conditions of Plaintiff and other employees during the relevant PAGA period.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

1 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
2 that information and belief, alleges that at all times herein mentioned, each of the remaining
3 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
4 under the authority of their agency, employment, or representative capacity, with the consent of
5 his/her codefendants.

6 **GENERAL ALLEGATIONS**

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8 6. Plaintiff started working at ROYAL GARDENS as an LVN on or around
9 December 2023. Plaintiff was initially classified as an hourly, non-exempt employee before
10 being promoted to a salaried supervisor on or around March 2024. Plaintiff's employment at
11 ROYAL GARDENS ended in 2024.

12 7. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
13 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
14 Security Services USA, Inc., an onsite security provider. After about a year of employment,
15 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
16 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
17 termination of employment and weekly payment of wages to temporary employees. The trial
18 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
19 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
20 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
21 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
22 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
23 PAGA representative to sue for violations that the representative has personally suffered. The
24 PAGA statute states that an "aggrieved employee" is able to file suit on behalf of others. The
25 statute also states that an "aggrieved employee" is "any person who was employed by the
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1 alleged violator and against whom one or more of the alleged violations was committed.”

2 Because at least one of the violations that Huff had alleged had affected him personally, the
3 Court of Appeal denied Securitas’ motion.

4 8. In sum, since PAGA allows Plaintiffs to bring suit on behalf of other employees, it
5 allows for suits broader than the specific violations the named employee experienced.
6 Therefore, even if the employee did not personally experience the Labor Code violations, the
7 employer may still be liable to under PAGA. Consequently, it is Plaintiff’s position that
8 Plaintiff can equivocally bring the following labor code violations on behalf of all other
9 employees, including ALL hourly, non-exempt employees who worked for ROYAL
10 GARDENS at all of their healthcare locations in the state of California during the relevant
11 PAGA period.
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13 9. It is Plaintiff’s position that ROYAL GARDENS has violated the following Labor
14 Code Sections against Plaintiff and other similarly situated aggrieved employees, who include
15 all non-exempt, hourly employees who worked for ROYAL GARDENS at their various health
16 facility locations in the State of California during the relevant PAGA period.
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18 10. ROYAL GARDENS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
19 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
20 including the statutory minimum wage for all hours worked and for “off the clock” work. This
21 is so because ROYAL GARDENS had a company policy wherein they would
22 disproportionately round down the number of hours worked, resulting in “time shaving” and
23 further resulting in aggrieved employees not being paid for all hours worked. Furthermore, and
24 to the extent that Plaintiff and other aggrieved employees were forced to work through their
25 meal periods and while “off the clock” or engaged in charting and other such activities after
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1 clocking out for work, the latter was akin to a minimum wage violation. Moreover, ROYAL
2 GARDENS failed to provide its employees with proper and accurate reporting time pay.

3 11. Due to the above “off the clock” violations and as a matter of company policy, ROYAL
4 GARDENS also violated Labor Code §510 because it failed to pay Plaintiff and aggrieved
5 employees overtime compensation, even though they worked more than 8 hours per day, 12
6 hours per day, and/or 40 hours per week throughout their employment. Aggrieved employees’
7 actual work hours, especially those “off the clock” hours, entitled them to overtime
8 compensation, however, ROYAL GARDENS did not compensate its hourly, non-exempt
9 employees with the correct amount of overtime due to the “off the clock” work and time
10 shaving as described above. Furthermore, ROYAL GARDENS failed to include
11 bonuses/incentive payments/sick pay/shift differentials in calculating employees’ regular rate
12 of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive/sick
13 pay/differential pay and bonus payments were also not factored into employees’ regular rate
14 for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.

15 12. ROYAL GARDENS also violated Labor Code § 226.7 and the appropriate Industrial
16 Welfare Commission Wage Order no. 5 because it failed to provide Plaintiff and other
17 similarly situated aggrieved employees with 10-minute rest periods for every four hours of
18 work, or majority portion thereof, throughout their employment. ROYAL GARDENS did not
19 completely relieve Plaintiff and others of all duty during said rest periods. ROYAL
20 GARDENS did not pay to Plaintiff and others one additional hour of pay at Plaintiff’s regular
21 rate of compensation for each workday that one or more statutory rest periods was not
22 provided. It was not part of the company policy for employees such as Plaintiff to take at least
23 two rest breaks per regular shift. Even if Plaintiff and others had a few minutes to spare, which
24 was rare, it certainly would not amount to a 10-minute uninterrupted rest break wherein she
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1 and others were relieved of all work duties as the typical shifts were non-stop due to patient
2 needs and patient requests or other nurses needing assistance. As such, the concept of rest
3 breaks was not consistently and properly implemented as a matter of company policy. As such,
4 the culture as well as the policies and procedures of ROYAL GARDENS did not lend itself to
5 the employees consistently receiving multiple statutory rest breaks wherein they were relieved
6 of all work duties. The environment at ROYAL GARDENS was not conducive to receiving
7 multiple statutory rest breaks under California law and timely, statutory rest breaks were not
8 authorized or enforced.

10 13. ROYAL GARDENS violated Labor Code §§ 512 and 226.7 and the appropriate
11 Industrial Welfare Commission Wage Order no. 5 because it failed to provide Plaintiff and
12 other hourly, non-exempt employees the requisite 30-minute, uninterrupted meal periods for
13 every five (5) hours of work throughout their employment. ROYAL GARDENS did not
14 completely relieve Plaintiff and aggrieved employees of all duty during said meal
15 periods. ROYAL GARDENS did not pay to Plaintiff and its hourly, non-exempt employees
16 one additional hour of pay at their regular rate of compensation for each workday that one or
17 more statutory meal periods was not provided. The hourly, non-exempt employees, including
18 Plaintiff, would often not always receive meal periods before the 5th hour worked that were
19 actually uninterrupted. The latter was due to the workload, being understaffed, and due to
20 being in a fast-paced medical services environment wherein Plaintiff and others had to tend to
21 patient needs, even if they were on a meal period, or help other nurses who were in need due to
22 being inundated with patients. Like the rest breaks, receiving a consistent thirty-minute
23 uninterrupted and timely meal break was not part of the company culture and was not enforced
24 by ROYAL GARDENS. Consequently, it was the normal practice and custom of ROYAL
25 GARDENS not to authorize, permit, and enforce timely statutory meal periods. If ROYAL
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1 GARDENS had Plaintiff and aggrieved employees sign a meal period waiver, it would not be
2 valid and enforceable since Plaintiff and other employees generally worked more than a 6-hour
3 shift. If ROYAL GARDENS had Plaintiff and aggrieved employees sign an on-duty meal
4 period agreement wherein Plaintiff and other employees agreed to work through their meal
5 periods, it would be invalid and unenforceable because the nature of employees' jobs as nurses,
6 CAN's and other medical professionals does not and did not prevent them from taking a meal
7 period and the company could have hired "breakers" to relieve them of their job duties so that
8 they can actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal
9 period agreement did not allow for employees to revoke such an agreement even if it was
10 signed. As such, aggrieved employees did not always receive statutory, timely meal periods
11 during their employment. To the extent that ROYAL GARDENS argues that employees
12 receive meal break premium pay for missed meal periods, that argument is inconsequential for
13 PAGA penalty purposes since the PAGA penalties are for the violations themselves,
14 irrespective of whether an employee received the premium payment for a missed, short, or
15 interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section
16 226.7 does not give employers a lawful choice between providing *either* meal and rest
17 breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
18 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
19 violation; the employer has still committed a violation even if the remedy for the violation has
20 been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
21 such, the work environment and culture at ROYAL GARDENS was not conducive to receiving
22 consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest
23 break premiums paid were not compensated at the weighted average regular rate, inclusive of
24 bonuses and/or incentive payments/sick pay as well as overtime compensation.
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1 14. Furthermore, during the relevant time period, and due to the above labor code
2 violations, ROYAL GARDENS failed to pay Plaintiff and other similarly situated aggrieved
3 employees all wages due to them within any time period specified by California Labor Code
4 section 204. Since Plaintiff was not compensated for her “off the clock” work and since
5 Plaintiff did not receive proper and complete meal and/or rest break premiums, Plaintiff would
6 still be owed wages pursuant to Labor Code Section 204. ROYAL GARDENS was also in
7 violation of California Labor Code section 226(a) by failing to include pertinent information on
8 the wage statements, including but not limited to, the correct hourly rate, all hours worked,
9 overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium
10 pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period,
11 all employee identifying information, the correct and complete name and address of the legal
12 employer, and reimbursement for business expenses, among others. As such, ROYAL
13 GARDENS did not provide Plaintiff and other similarly situated aggrieved employees with
14 complete, accurate itemized wage statements.
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16 15. During the relevant time period, ROYAL GARDENS also failed to keep accurate and
17 complete payroll records showing the actual hours worked per day and the wages paid to
18 Plaintiff and others pursuant to California Labor Code sections 1174(d). ROYAL GARDENS
19 also violated Labor Code § 203 because it willfully failed to pay other aggrieved employees
20 earned and due wages upon separation of employment, either immediately upon involuntary
21 termination, or within 72 hours of resignation. These earned but unpaid wages include
22 compensation for all hours worked, including minimum wages, overtime compensation, and
23 premium pay for missed meal and rest breaks.
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26 16. During the relevant time period, Plaintiff and other aggrieved employees incurred
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necessary, business-related expenses and costs that were not reimbursed by ROYAL GARDENS. These costs include, but are not limited to, personal cell phones for work purposes and uniforms, including scrubs and shoes to effectuate job duties. Accordingly, ROYAL GARDENS was in violation of California Labor Code sections 2800 and 2802.

17. Furthermore, ROYAL GARDENS did not provide proper and correct/accurate sick pay that was also delineated on employee pay stubs and also failed to provide proper sick leave in violation of Labor Code sections 233 and 246. In addition, ROYAL GARDENS failed to provide proper rest facilities and suitable seating under IWC Wage Order no. 5-2001.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Representative-Only Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and IWC Wage Order 5-2001)

(Plaintiff against All Named Defendants and all DOE defendants)

18. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 17, inclusive, of this Complaint as though fully set forth herein.

19. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated May 24, 2024, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

20. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

21. Plaintiff therefore has exhausted all administrative remedies required of her under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants’ violations of the Labor Code.

22. Pursuant to California Labor Code section 2699, any provisions of the Labor

1 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of other current or former employees pursuant to the procedures specified in California
5 Labor Code section 2699.3.

6 23. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against her, and therefore is
8 properly suited to represent the interests of other current and former employees, including all
9 current and former hourly, non-exempt employees who worked for ROYAL GARDENS in the
10 State of California during the applicable PAGA Period.

11 24. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
12 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
13 numerous provisions of the California Labor Code as alleged in this Complaint.

14 25. Plaintiff therefore has exhausted all administrative remedies required of her under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
16 this cause of action and pursue penalties in a representative action for Defendants’ violations of
17 the Labor Code.

18 26. California Labor Code section 2699 et seq. imposes penalties upon culpable
19 Defendants for violating the Labor Code.

20 27. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
21 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
22 seeking individual penalties/victim specific relief or underpaid wages for herself or other
23 employees under this specific PAGA cause of action.

24 28. Specifically, Plaintiff seeks penalties under California Labor Code
25 section 2699, for the following:

26 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
27 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
28 2800, 2802, via 2698 and 2699 and any other Labor Codes/Industrial Welfare Commission
Order (No. 5) violated based on the facts alleged in this Complaint.

1 29. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
2 costs, and civil penalties on behalf of other current and former aggrieved employees as alleged
3 herein in an amount to be shown according to proof at trial and within the jurisdictional limits
4 of this Court.

5 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
6 follows:

- 7 1. For the imposition of civil penalties;
- 8 2. For maximum civil penalties available under Labor Code Section 2699 against
9 Defendants in a manner and amount authorized by that statute, as described more
10 particularly in the Complaint and representative PAGA claims;
- 11 3. For all costs and disbursements incurred in this suit;
- 12 4. Reasonable attorney's fees where available by law, including but not limited to, pursuant
13 to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other
14 applicable laws; and
- 15 5. For such other and further relief as this Court may deem proper.

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18 DATED: September 3, 2024

MESSRELIAN LAW INC.

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20 By  _____
21 Harout Messrelian, Esq.
22 Attorneys for Plaintiff
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