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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TERRY GOLDBERG, an individual, on
behalf of herself and in her representative
capacity as a private attorney general,

Plaintiff,

vs.

PEDES ORANGE COUNTY, INC., a
corporation, MEDICUS MANAGEMENT,
LLC, a limited liability company, JOHN
JOSEPH HEWETT, an individual, and DOES
1 through 100, inclusive,

Defendants.

Case No.: **24STCV17914**

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

(1) VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") [Lab. Code § 2698 *et seq.*]

JURY TRIAL DEMANDED

COMES NOW Plaintiff Terry Goldberg ("Plaintiff" or "Goldberg"), who alleges and
complains, based upon facts that either have evidentiary support or are likely to have evidentiary
support after a reasonable opportunity for further investigation and discovery, as follows:

I. INTRODUCTION

1. This case arises out of the California Labor Code wage and hour violations
perpetrated by Defendants PEDES ORANGE COUNTY, INC. ("PEDES"), MEDICUS
MANAGEMENT, LLC ("MEDICUS"), and/or JOHN JOSEPH HEWETT ("HEWETT")

1 (collectively “Defendants”), against Goldberg and, upon information and belief, other
2 Aggrieved Employees.

3 2. Defendant PEDES is a corporation doing business in California as a medical
4 facility in the State of California.

5 3. Upon information and belief, Defendant MEDICUS is a limited liability
6 company doing business in California, with responsibility for part of the practice management
7 of PEDES.

8 4. Upon information and belief, Defendant HEWETT is the Chief Executive
9 Officer of both PEDES and MEDICUS.

10 5. PEDES hired Goldberg as a Practice Administrator in Southern California in
11 August 2023. She held that position until PEDES fired her on November 27, 2023.

12 6. Plaintiff brings this action as a Representative Action on behalf of the Labor and
13 Workforce Development Agency (“LWDA”) and other aggrieved employees against
14 Defendants PEDES, MEDICUS, and HEWETT, and DOES 1 to 100 (“Defendants”) for PAGA
15 penalties based on Defendants’: (a) failure to pay all wages due and owing in a timely manner,
16 (b) failure to track or pay all or some vested vacation at the appropriate rate of pay, (c) failure
17 to timely pay final wages, (d) failure to provide accurate itemized wage statements, (e) failure
18 to reimburse all reasonable and necessary expenses incurred, (f) failure to keep accurate and
19 complete payroll records, (g) and failure to provide written notice of sick leave available, among
20 other Labor Code violations.

21 7. The “PAGA Period” is designated as the period from the date the PAGA letter
22 was filed with the LWDA, plus applicable tolling, through the present.

23 8. Based on the following facts and theories, Employers have violated and/or
24 continues to violate, among other provisions of the California Labor Code and applicable wage
25 law, California Labor Code sections 201, 202, 203, 204, 204b, 206, 206.5, 207, 210, 213, 216,
26 218.7, 221-224, 226, 226(a)-(f), 226.3, 226.6, 226.7, 226.8, 227.3, 227.5, 230-230.8, 233-234,
27 245-249, 432, 432.5, 510, 512(a), 551, 552, 558, 558.1, 925, 1102.5, 1102.6, 1174(d), 1174.5,
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1 1182.12, 1183, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198-1198.5, 1199, 2800, 2802, 2810.5,
2 3700-3700.5, and all applicable IWC Wage Orders (“Wage Orders”).

3 **PAGA REPRESENTATIVE ACTION**

4 9. Plaintiff is pursuing this specific action as a PAGA action, and not as a class
5 action, for various important reasons, which were articulated by the California Supreme Court
6 in its recent decision, *Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal.5th 582 (*Estrada*),
7 quoted, in pertinent part, in sections a. through e. below:

8 a. In 2003, the Legislature enacted PAGA to remedy “systemic
9 underenforcement” of the Labor Code. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 545
10 (*Williams*)). PAGA provides for civil penalties for various Labor Code violations and authorizes
11 “aggrieved employees, acting as private attorneys general, to recover [those] penalties.” (*Iskanian*
12 *v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 379 (*Iskanian*) abrogated in part
13 on other grounds in *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. ____ [142 S.Ct. 1906,
14 213 L.Ed.2d 179] (*Viking River*)). Under the statute, an “aggrieved employee” is “any person
15 who was employed by the alleged violator and against whom one or more of the alleged violations
16 was committed.” (§ 2699, subd. (c)).

17 b. The term “[aggrieved employee] . . . governs not just who has standing
18 to bring a PAGA claim, but also who may recover a share of penalties.” (*Kim v. Reins*
19 *International California, Inc.* (2020) 9 Cal.5th 73, 87 (*Kim*)). And a PAGA plaintiff may seek
20 penalties for violations involving aggrieved employees other than the PAGA plaintiff. (*ZB, N.A.*
21 *v. Superior Court* (2019) 8 Cal.5th 175, 185 (*ZB*)). We have sometimes referred to this as a
22 “representative” (*Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, 1118, italics
23 omitted, quoting *Iskanian, supra*, 59 Cal.4th at p. 384) or “nonindividual” PAGA claim (*Adolph*,
24 at p. 1114).

25 c. Civil penalties recovered on a PAGA claim are split between the state and
26 aggrieved employees. (*Iskanian, supra*, 59 Cal.4th at p. 382; see § 2699, subd. (i) [75 percent of
27 civil penalties go to state labor law enforcement agency, 25 percent go to aggrieved employees].)

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1 “[C]ivil penalties recovered on the state’s behalf are intended to ‘remediate present violations and
2 deter future ones,’ not to redress employees’ injuries.” (*Kim, supra*, 9 Cal.5th at p. 86.).

3 d. “PAGA suits exhibit virtually none of the procedural characteristics of
4 class actions.” (*Viking River, supra*, ___ U.S. ___ [142 S.Ct. at p. 1920]; see also *Hamilton {v.
5 Wal-Mart Stores, Inc. (9th Cir. 2022)}*, *supra*, 39 F.4th {575} at pp. 583, 588 [summarizing
6 distinctions].) “A class-action plaintiff can raise a multitude of claims because he or she
7 represents a multitude of absent individuals; a PAGA plaintiff, by contrast, represents a single
8 principal, the [Labor and Workforce Development Agency] LWDA, that has a multitude of
9 claims.” (*Viking River*, 142 S.Ct. at p. 1920.) Thus, because PAGA actions do not adjudicate
10 individually held claims, the due process rights of third parties are not paramount. (*Viking River*,
11 at p. 1921.) While “nonparty employees as well as the government are bound by the judgment”
12 in a PAGA action as to a claim for civil penalties, nonparty employees are not bound with respect
13 to “remedies other than civil penalties.” (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 986–
14 987 (*Arias*).) Moreover, “PAGA does not make other potentially aggrieved employees parties or
15 clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary
16 obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to
17 represent a large class.” (*Williams, supra*, 3 Cal.5th at pp. 546–547.).

18 e. Similar{to federal law}, under California law, in determining whether a
19 class action may be maintained, courts consider whether common issues predominate and whether
20 a class action is a superior method of adjudication. (See *Washington Mutual Bank v. Superior
21 Court* (2001) 24 Cal.4th 906, 913–914 (*Washington Mutual*).) Manageability is considered in
22 connection with such inquiries. (See *Duran, supra*, 59 Cal.4th at p. 29 [“In considering whether
23 a class action is a superior device for resolving a controversy, the manageability of individual
24 issues is just as important as the existence of common questions uniting the proposed class”];
25 *Civil Procedure Before Trial, supra*, ¶ 14:11.10 [“The proponent of class certification must
26 demonstrate that the proposed class action is manageable,” which “requires the trial court ‘to
27 carefully weigh the respective benefits and burdens of a class action, and to permit its maintenance
28 only where substantial benefits will be accrued by both litigants and the courts alike’ ”].) In

1 contrast, “an employee’s representative action against an employer . . . seeking civil penalties
2 under [PAGA]” need not “satisfy class action requirements.” (*Arias, supra*, 46 Cal.4th at p. 975.)
3 Specifically, there is no requirement that a plaintiff establish predominance of common issues to
4 state a PAGA claim. (*See Wesson, supra*, 68 Cal.App.5th at p. 766.) Likewise, there is no
5 authority suggesting that superiority is a requirement for a representative PAGA action. On the
6 contrary, PAGA is based on the Legislature’s intent to maximize the enforcement of labor laws.
7 (*ZB, supra*, 8 Cal.5th at p. 184.) PAGA’s legislative history also reveals that the Legislature
8 wanted to seek to “achieve maximum compliance with state labor laws.” (*Arias, supra*, 46 Cal.4th
9 at p. 980; see *Wood v. Kaiser Foundation Hospitals* (2023) 88 Cal.App.5th 742, 758 (*Wood*)
10 [explaining that the Legislature was concerned with massive underenforcement of labor laws
11 causing state revenue losses].) A legislative intent to maximize the enforcement of labor laws is
12 in tension with the class action superiority requirement, which requires a court to “‘carefully
13 weigh respective benefits and burdens and to allow maintenance of the class action only where
14 substantial benefits accrue both to litigants and the courts.’” (*Linder v. Thrifty Oil Co.* (2000) 23
15 Cal.4th 429, 435 (*Linder*)).

16 10. The California Supreme Court in *Estrada* further recognized various differences
17 between PAGA actions and Class Actions, which prevent class action manageability
18 requirements from being grafted onto PAGA claims, including: (1) structural differences
19 between PAGA claims and Class Action claims; and (2) differing jurisprudential histories,
20 including, but not limited to: (a) differences in standing requirements; (b) differences with
21 respect to the relevance of federal law, and (c) the lack of a federal PAGA analogue, in holding
22 that the Court of Appeal properly concluded that a trial court “cannot dismiss a PAGA claim
23 based on manageability.” *Estrada, supra*, generally, and at 620 (quoting language from the
24 underlying Court of Appeal decision, *Estrada v. Royalty Carpet Mills, Inc.* (2022) 76
25 Cal.App.5th 685 (*Estrada II*), 76 Cal.App.5th at p. 709.).)

26 11. In the underlying Court of Appeal decision, the *Estrada II* Court also provided
27 reasons for distinguishing PAGA actions from class actions, including the trial court’s role as
28 a quasi-LWDA. As part of its decision rejecting application of a class action type of

1 manageability requirement to PAGA actions, the *Estrada II* court noted, for example, “where
2 the LWDA has discretion to assess a civil penalty, the courts are to exercise the *same discretion*,
3 subject to *the same limitations and conditions* as the LWDA.’ (*LaFace, supra*, 75 Cal.App.5th
4 at p. 401, 290 Cal.Rptr.3d 447; § 2699, subd. (e)(1).) Imposing a manageability requirement
5 would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.
6 This would undermine PAGA's purpose as an ‘administrative enforcement action conducted in
7 court on behalf of the state by an aggrieved employee.’ (See *LaFace*, at p. 397, 290 Cal.Rptr.3d
8 447; *Williams v. Superior Court, supra*, 3 Cal.5th at p. 548, 220 Cal.Rptr.3d 472, 398 P.3d 69
9 [“Hurdles that impede the effective prosecution of representative PAGA actions undermine the
10 Legislature’s objectives”].) *Estrada II, supra*, at 712-13.

11 12. In short, PAGA actions are materially different from class actions in numerous
12 ways that make the adjudication of a PAGA action unique in its own right and largely
13 orthogonal to class action litigation of similar claims.

14 **II. THE PARTIES**

15 13. Plaintiff TERRY GOLDBERG (“GOLDBERG” or “PLAINTIFF”) is, and at all
16 times relevant to this action resided in California. Plaintiff was hired by Defendants as a
17 Practice Administrator in or around August 2023 and held that position until her termination on
18 November 27, 2023.

19 14. Plaintiff is informed and believes that Defendant PEDES ORANGE COUNTY,
20 INC. (“PEDES” or “Defendant”) is and was a corporation authorized to transact, and
21 transacting, business in the State of California and County of Orange. Plaintiff is informed and
22 believes, and thereon alleges that, at all relevant times herein, PEDES had its principal place of
23 business in Southern California. Plaintiff is informed and believes, and thereon alleges that, at
24 all times relevant herein, PEDES employed more than ten (10) employees for each working day
25 during each of twenty (20) or more calendar weeks in each relevant calendar year. Defendant
26 PEDES operates a medical facility doing business in California including hiring California
27 residents as employees within the State of California. Plaintiff is informed and believes that
28 defendant PEDES generally employs more than ten (10) employees working within California

1 and that its employees work throughout Southern California, including Orange County, Los
2 Angeles County, and potentially other California counties.

3 15. Plaintiff is informed and believes that Defendant MEDICUS MANAGEMENT,
4 LLC (“MEDICUS” or “Defendant”) is and was a corporation authorized to transact, and
5 transacting, business in the State of California and County of Orange. Plaintiff is informed and
6 believes, and thereon alleges that, at all relevant times herein, MEDICUS had its principal place
7 of business in Southern California. Plaintiff is informed and believes, and thereon alleges that,
8 at all times relevant herein, MEDICUS employed more than ten (10) employees for each
9 working day during each of twenty (20) or more calendar weeks in each relevant calendar year.
10 Defendant MEDICUS operates a medical facility doing business in California including hiring
11 California residents as employees within the State of California. Plaintiff is informed and
12 believes that defendant MEDICUS generally employs more than ten (10) employees working
13 within California and that its employees work throughout Southern California, including
14 Orange County, Los Angeles County, and potentially other California counties.

15 16. Plaintiff is informed and believes that Defendant JOHN JOSEPH HEWETT
16 (“HEWETT” or “Defendant”), is and was an individual acting on behalf of defendant PEDES
17 and MEDICUS, pursuant to California Labor Code 558.1, and had control over employee
18 payments and wages including in the role as Chief Executive Officer and was working and/or
19 residing in California during the relevant time period. Plaintiff is informed and believes, and
20 thereon alleges that, at all relevant times herein, HEWETT resides and/or transacts business
21 related to his work for PEDES and/or MEDICUS in California and resides at various locations
22 throughout Southern California, including Orange County, Los Angeles County, and potentially
23 other California counties.

24 17. The true names and capacities of the defendants named herein as Does 1 through
25 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff
26 who therefore sues such defendants by fictitious names pursuant to California Code of Civil
27 Procedure section 474. Plaintiff is informed and believes that all of the Doe defendants are
28

1 California residents. Plaintiff will amend this Complaint to show such true names and
2 capacities when they have been determined.

3 18. Plaintiff is informed and believes that at all times relevant herein, each Defendant
4 designated, including Defendants PEDES, MEDICUS, HEWETT, and Does 1 through 100, was
5 the agent, managing agent, principal, owner, partner, joint venturer, representative, manager,
6 servant, employee and/or co-conspirator of each of the other defendants, and was at all times
7 mentioned herein acting within the course and scope of said agency and employment, and that
8 all acts or omissions alleged herein were duly committed with the ratification, knowledge,
9 permission, encouragement, authorization and consent of each Defendants designated herein.
10 Defendants, if not separately noted, are collectively liable under either a joint employer or a
11 single enterprise theory, or in the alternative that each is an alter ego of one another.

12 19. Defendants are, and at all times herein mentioned were, (a) conducting business
13 in the County of Los Angeles and the County of Orange, State of California, and (b) the
14 employer (or other person acting on behalf of the employer) of Plaintiff consistent with the
15 California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

16 20. Plaintiff further alleges that Defendants directly or indirectly controlled or
17 affected the working conditions, wages, working hours, and conditions of employment of
18 Plaintiff so as to make each of said Defendants jointly liable under the statutory provisions set
19 forth herein.

20 **III. DESCRIPTION OF WRONGFUL EMPLOYMENT PRACTICES**

21 21. Throughout the relevant time period, Defendants have failed to maintain
22 California compliant policies and procedures related to the claims asserted by Goldberg. This
23 is readily apparent when evaluating Defendants’ employment agreements, employee handbook,
24 pay stubs, and related documents.

25 **FAILURE TO PAY LAWFUL WAGES**

26 22. At all relevant times during Plaintiff’s employment, Plaintiff was classified by
27 Defendants as an exempt employee of Defendants and entitled to the benefits and protections
28

1 of the California Labor Code sections 204, 510, 1194, and 1198, and the applicable Wage
2 Order(s).

3 23. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
4 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
5 Defendants' failure to compensate Plaintiff for all hours worked at the correct rate(s) of pay. In
6 particular, Defendants engaged in the following conduct, which resulted in a failure to pay
7 Plaintiff lawful wages: (a) improper rounding down of Plaintiff's decimated pay rate resulting
8 in a loss of income over time, (b) failure to pay Plaintiff her accrued vacation wages, (c) failure
9 to pay Plaintiff an Overtime Percentage bonus, as set forth in Plaintiff's offer letter, (d) failure
10 to pay Plaintiff's pay on her final day of work, and (e) failure to pay Plaintiff proper holiday
11 pay, among other infractions.

12 24. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
13 an amount, subject to proof, to the extent Plaintiff was not paid the full amount of wages earned
14 during each pay period of Plaintiff's employment.

15 25. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover unpaid
16 minimum wages, interest thereon, and awards of costs and reasonable attorneys' fees, all in
17 amounts subject to proof.

18 26. Defendants have failed to maintain policies that compensates Plaintiff and an
19 amount equal to or greater than the minimum wage for all hours worked, as required by
20 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and applicable wage orders. All
21 hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit
22 against a minimum wage obligation. Among other things, Plaintiff was required to perform an
23 array of "off-the-clock" work, including performing work that was uncompensated as a result
24 of Defendants' wage and hour practices. As a result, Defendants do not pay Plaintiff for the
25 minimum wages worked on a daily basis, and/or weekly basis.

26 27. The applicable IWC Wage Order, the California Minimum Wage Order, and
27 Labor Code sections 1182.11, 1182.12, 1194, and 1197, all require that employees receive the
28 minimum wage for all hours worked.

1 28. Labor Code section 1194 entitles an employee receiving less than the legal
2 minimum wage to recover the unpaid balance of the full amount of the minimum wage,
3 including interest thereon, reasonable attorneys' fees, and costs of suit.

4 29. Labor Code section 1194.2 entitles an employee receiving less than the legal
5 minimum wage to recover liquidated damages in an amount equal to the wages unlawfully
6 unpaid and interest thereon.

7 30. As a result of Defendants' unlawful acts, Plaintiff has been deprived of wages
8 owed to Plaintiff in an amount to be determined at trial, and Plaintiff is entitled to recover such
9 amount, plus interest thereon, liquidated damages, attorneys' fees and costs, and such other
10 legal and equitable relief as may be just and proper.

11 31. Throughout the relevant time period, Defendants provided for non-discretionary
12 bonus payments to be awarded to Plaintiff depending on metrics including, e.g., Overtime
13 Percentage bonuses. These bonuses were required to be paid depending on the amount of
14 overtime worked over a certain period of time. However, upon information and belief,
15 Defendants owed Plaintiff compensation for metrics related to the Overtime Percentage bonus
16 described in her offer letter, but failed to do so.

17 32. Labor Code section 204(a) provides that all wages earned by any person in any
18 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
19 wages due upon termination, are due and payable between the 16th and 26th day of the month
20 during which the labor was performed. Labor Code §204(a) further provides that all wages
21 earned by any person in any employment between the 16th and the last day, inclusive, of any
22 calendar month, other than those wages due upon termination, are due and payable between the
23 1st and 10th day of the following month. Labor Code §204(c) provides that it is a violation of
24 Labor Code §204(a) when the payment of wages for weekly, biweekly, or semimonthly payroll
25 are paid "more than seven calendar days following the close of the payroll period."

26 33. As discussed above, because Defendants failed to fully and adequately pay
27 Goldberg all wages owed during employment, then it necessarily follows that Defendants also
28 failed to pay these wages on time to Goldberg, as required by Labor Code §204. The total

1 amount of wages unpaid and still owed to Goldberg and, thus, the amount of wages not timely
2 paid to Goldberg in violation of Labor Code section 204 is still owed along with a 25% penalty
3 of the amounts withheld, under Labor Code section 210.

4 **UNLAWFUL VACATION PAY PRACTICES**

5 34. Defendants' vacation policy permits employees to accrue vacation time during
6 their employment at various rates.

7 35. Under California law, earned vacation time is considered wages, and vacation
8 time is earned, or vests, as labor is performed. For example, if an employee is entitled to two
9 weeks (10 work days) of vacation per year, after six months of work he or she will have earned
10 five days of vacation. Vacation pay accrues (adds up) as it is earned, and cannot be forfeited,
11 even upon termination of employment, regardless of the reason for the termination. (*Suastez v.*
12 *Plastic Dress Up* (1982) 31 C3d 774). An employer can place a reasonable cap on vacation
13 benefits that prevents an employee from earning vacation over a certain amount of hours.
14 (*Boothby v. Atlas Mechanical* (1992) 6 Cal.App.4th 1595) And, unless otherwise stipulated by
15 a collective bargaining agreement, upon termination of employment all earned and unused
16 vacation must be paid to the employee at his or her final rate of pay. Labor Code Section 227.3.

17 36. In California, because paid vacation is a form of wages, it is earned as labor is
18 performed. An employer's vacation plan may provide for the earning of vacation benefits on a
19 day-by-day, by the week, by the pay period, or some other period basis. For example, an
20 employer's policy may provide that an employee will earn a proportionate share of his or her
21 annual vacation entitlement for each week of a calendar year in which the employee either
22 works at least one full day or receives at least one full days' pay during such week. Thus, for
23 example, if an employee is entitled to two weeks (10 work days) annual vacation, and works
24 full-time, eight hours per day, 40 hours per week, in the above example for each week the
25 employee works at least one full day, he or she will earn 1.538 hours of paid vacation. In
26 contrast to how vacation pay may be earned, the calculation of vacation pay for terminating
27 employees (a quit, discharge, death, end of contract, etc.) who have earned and accrued and
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1 unused vacation on the books at the time of termination must be prorated on a daily basis and
2 must be paid at the final rate of pay in effect as of the date of the separation.

3 37. Under California law, unless otherwise stipulated by a collective bargaining
4 agreement, whenever the employment relationship ends, for any reason whatsoever, and the
5 employee has not used all of his or her earned and accrued vacation, the employer must pay the
6 employee at his or her final rate of pay for all of his or her earned and accrued and unused
7 vacation days. Labor Code Section 227.3. Because paid vacation benefits are considered wages,
8 such pay must be included in the employee's final paycheck.

9 38. Throughout the relevant time period, Defendants failed to properly track, record,
10 calculate and/or pay Goldberg's, and other Aggrieved Employees', vacation wages. This
11 violated Defendants' own policy and California law. As a result, Goldberg and the other
12 similarly situated Aggrieved Employees are entitled to receive the full amount of unpaid
13 accrued vacation and any/all related civil penalties.

14 39. Throughout the relevant time period, Defendants failed to properly track, record,
15 calculate and/or pay Goldberg's, and other Aggrieved Employees', vacation wages because the
16 wage statements did not display vacation time being accrued incrementally.

17 **UNLAWFUL FAILURE TO TIMELY PAY FINAL WAGES**

18 40. Labor Code section 201 provides "if an employer discharges an employee, the
19 wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code
20 section 202 provides "If an employee not having a written contract for a definite period quits
21 his or his employment, his or his wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his intention to quit, in
23 which case the employee is entitled to his wages at the time of quitting." Labor Code section
24 208 requires that all final wages be paid to an employee who is terminated at the place of
25 discharge and to an employee who voluntarily resigns at the place where the employee has been
26 working.

27 41. Defendants have violated California Labor Code sections 201 and 202 by
28 willfully failing to timely pay all compensation due and owing to Goldberg at the time

1 employment was terminated because of, as noted herein, said unpaid bonus wages, unpaid or
2 underpaid vacation time wages, and/or partially or fully unreimbursed work-related expenses,
3 among others.

4 42. California Labor Code §§ 201 & 227.3 require an employer who discharges an
5 employee to pay all compensation due and owing to that employee immediately upon discharge.
6 Cal. Labor Code § 202 requires an employer to pay all compensation due and owing to an
7 employee who quits within 72 hours of that employee quitting, unless the employee provides at
8 least 72 hours notice of quitting, in which case all compensation is due at the end of the
9 employee's final day of work. Cal. Labor Code § 203 provides that if an employer willfully
10 fails to pay compensation promptly upon discharge, as required by § 201 or § 202, then the
11 employer is liable for waiting time penalties in the form of continued compensation of up to 30
12 work days.

13 43. Defendants' numerous failures to pay accurate and timely wages triggers liability
14 and exposure for 203 and 226 penalties, as confirmed by the California Supreme Court in
15 *Naranjo v. Spectrum Security Services, Inc.* 13 Cal.5th 93 (2022).

16 44. Defendants willfully failed and refused to timely pay compensation and wages,
17 including unpaid expenses and sums wrongfully withheld from compensation, to Goldberg.
18 These unpaid amounts are outstanding. Defendants willfully failed to pay all compensation due
19 upon termination of employment as required under California Labor Code sections 201 and
20 202. Pursuant to sections 203 and 256 of the Labor Code, Goldberg and similarly situated
21 individuals are now entitled to recover up to thirty (30) days of wages due to Defendants' willful
22 failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.
23 In addition, because Defendants violated California Labor Code sections 201, 202, and 203,
24 Defendants are liable for civil penalties pursuant to California Labor Code section 2698 *et seq.*

25 **UNLAWFUL WAGE STATEMENT PRACTICE**

26 45. When an employer fails to fully compensate an employee for all wages owed,
27 the employer necessarily fails to provide accurate wage statements to the employee and all other
28 similarly situated employees. See IWC Wage Order #4, Section 1(A); Cal. Lab. Code §226(a).

1 This is so because the pay stubs do not show the total wages earned by the employee, which is
2 required by law. Cal. Lab. Code §226(a).

3 46. Labor Code § 226(a) requires employers semi-monthly or at the time of each
4 payment of wages to furnish each employee with an itemized statement showing “(1) gross
5 wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
6 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
7 employee and . . . the last four digits of his or her social security number . . . , (8) the name and
8 address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect
9 during the pay period and the corresponding number of hours worked at each hourly rate by the
10 employee.”

11 47. The Applicable IWC Wage Order requires the same statement to include “(1) all
12 deductions, (2) the inclusive dates of the period for which the employee is paid; (3) the name
13 of the employee or the employee’s social security number; and (4) the name of the employer.

14 48. Defendants knowingly and intentionally failed to furnish Plaintiff with timely,
15 itemized statements showing all information required under Labor Code section 226(a) and the
16 applicable IWC Wage Order, section 7(B). As a result, Defendants are liable to Plaintiff for
17 the amounts provided for by Labor Code section 226(e) and for penalties, and attorneys’ fees.

18 **UNLAWFUL RECORD KEEPING PRACTICE**

19 49. California Labor Code sections 1174(d) requires an employer to keep, at a central
20 location in the state or at the plants or establishments at which employees are employed, payroll
21 records showing the hours worked daily by and the wages paid to, and the number of piece-rate
22 units earned by and any applicable piece rate paid to, employees employed at the respective
23 plants or establishments. These records shall be kept with rules established for this purpose by
24 the commission, but in any case shall be kept on file for not less than two years.

25 1. During the relevant time period, Defendants failed to keep accurate and complete
26 payroll records for Goldberg and other aggrieved employees because, among other things, they failed
27 to properly track vacation accruals, sick time, bonus payments, and other items described in this
28 Complaint.

1 **FAILURE TO PROVIDE WRITTEN NOTICE OF SICK LEAVE**

2 50. California Labor Code section 246(i) states that an “employer shall provide an
3 employee with written notice that sets forth the amount of paid sick leave available, or paid
4 time off leave an employer provides in lieu of sick leave, for use on either the employee’s
5 itemized wage statement as described in Section 226 or in a separate writing provided on the
6 designated pay date with the employee’s payment of wages.

7 51. Here, Defendants knowingly and intentionally failed to provide timely, accurate,
8 itemized wage statements to Goldberg in accordance with Labor Code sections 226(a) and
9 246(i), and to keep accurate records as required by § 1174(d). The wage statements provided
10 to Goldberg and the records maintained by Defendants have not accurately reflected the
11 amounts of available paid sick leave, vacation, or paid time off. Such failures caused injury to
12 Goldberg, by, among other things, depriving her of the rights afforded by the Paid Sick Leave
13 laws, and by impeding them from knowing the accurate amounts of available paid sick leave,
14 vacation, or paid time off.

15 52. Defendants’ failure to provide this information, among others, constitutes a
16 separate violation of the California Labor Code.

17 **UNLAWFUL REIMBURSEMENT PRACTICE**

18 53. Labor Code § 2802 and the applicable IWC Wage Orders require an employer to
19 reimburse employees for any work-related expenses.

20 54. During the relevant time period, Plaintiff and the other Aggrieved Employees, at
21 the direction of Defendants and with Defendants’ knowledge and acquiescence, have incurred
22 work-related expenses. Such expenses include but are not limited to and cellular phone,
23 internet, and associated data costs, as well as mileage expenses for travel to and from Los
24 Angeles County.

25 55. Plaintiff and the other Aggrieved Employees necessarily incurred these expenses
26 and losses as a direct result of performing job duties for Defendants.

27 56. California Labor Code section 2802 requires an employer to “indemnify his or
28 her employee for all necessary expenditures or losses incurred by that employee in direct

1 consequence of the discharge of his or her duties.” See Cal. Labor Code section 2802(a); see
2 also 2802(c) where necessary is defined to include all “reasonable” costs. “The elements of a
3 claim under Section 2802 are: (i) the employee made expenditures or incurred losses; (ii) the
4 expenditures or losses were incurred in direct consequence of the employee’s discharge of his
5 or her duties, or obedience to the directions of the employer; and (iii) the expenditures or losses
6 were reasonable and necessary.” *Marr v. Bank of America*, 2011 U.S. Dist. LEXIS 24868 (N.D.
7 March 8, 2011) (citing *Gattuso v. HarteHanks Shoppers, Inc.*, 42 Cal.4th 554, 568 (2007)).

8 57. In addition, to trigger an affirmative obligation to reimburse employees, the
9 employer ““must either know or have reason to know that the employee has incurred [the]
10 expense.”” *Id.* (citing *Stuart v. RadioShack Corp.*, 641 F.Supp. 2d 901 (N.D.Cal. 2009)). Where
11 an employer has knowledge that employees are incurring a reimbursable expense, the employer
12 must “exercise due diligence to ensure each employee is reimbursed.” *Marr*, at *1.

13 58. The right of an employee to expense reimbursements is not waivable. See Cal.
14 Labor Code sections 2804 and 219(a). Any contract to waive them is null and void. *Edwards*
15 *v. Arthur Anderson*, 44 Cal.4th 937, 951 (2008).

16 59. Furthermore, under Labor Code section 2802, employers must reimburse
17 employees for all reasonable work-related expenses, regardless of whether or not the employees
18 incurred any additional out-of-pocket expense from that work-related use. See, *Cochran v.*
19 *Schwan’s Home Service, Inc.*, 228 Cal.App.4th 1137 (Cal. Aug. 12, 2014) (“We hold that when
20 employees must use their personal cell phones for work-related calls, Labor Code section 2802
21 requires the employer to reimburse them. Whether the employees have cell phone plans with
22 unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of
23 their cell phone bills).

24 60. PEDES failed to indemnify or reimburse Plaintiff, in whole or in part, for these
25 expenditures and losses. By requiring Plaintiff to pay expenses and cover losses that Plaintiff
26 incurred in direct consequence of the discharge of Plaintiff’s duties for PEDES and/or in
27 obedience to PEDES’ direction, PEDES violated the applicable IWC Wage Orders and Labor
28 Code § 2802.

61. As a direct and proximate result of PEDES' conduct, Plaintiff is entitled to damages in the amount of Plaintiff's suffered substantial losses, as well as pre-judgment interest, costs, and attorneys' fees for the prosecution of this action.

62. Here, Goldberg and other similarly situated employees were either not reimbursed, or not fully reimbursed, for all necessary and reasonable business expenses during their employment.

UNLAWFUL MEAL PERIOD PRACTICES

63. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

64. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Aggrieved Employees' employment by Defendants.

65. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

66. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

67. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

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1 68. Upon information and belief, during the relevant time period, Plaintiff and the
2 other Aggrieved Employees who were scheduled to work for a period of time longer than six
3 (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
4 required to work for periods longer than five (5) hours without an uninterrupted meal period of
5 not less than thirty (30) minutes.

6 69. Upon information and belief, during the relevant time period, Plaintiff and the
7 other Aggrieved Employees who were scheduled to work for a period of time in excess of ten
8 (10) hours were required to work for periods longer than ten (10) hours without a second
9 uninterrupted meal period of not less than thirty (30) minutes.

10 70. Upon information and belief, during the relevant time period, Defendants
11 intentionally and willfully required Plaintiff and the other Aggrieved Employees to miss their
12 meal periods and to take meal periods that were late, shortened, or interrupted, and failed to
13 compensate Plaintiff and the other Aggrieved Employees the full meal period premium for
14 missed, shortened, late, or interrupted meal periods.

15 71. Upon information and belief, during the relevant time period, Defendants failed
16 to pay Plaintiff and the other Aggrieved Employees the full meal period premiums due pursuant
17 to California Labor Code section 226.7.

18 72. Defendants' conduct violates the applicable IWC Wage Order and California
19 Labor Code sections 226.7 and 512(a).

20 73. Pursuant to the applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiff and the other Aggrieved Employees are entitled to recover from Defendants
22 one additional hour of pay at the employee's regular rate of compensation for each work day
23 that the meal period was not provided.

24 74. Plaintiff requests relief as described below.

25 **UNLAWFUL REST PERIOD PRACTICE**

26 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

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1 76. At all times herein set forth, the applicable IWC Wage Order and California
2 Labor Code section 226.7 were applicable to Plaintiff and the other Aggrieved Employees’
3 employment by Defendants.

4 2. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any rest period mandated by an applicable
6 order of the California IWC.

7 77. At all relevant times, the applicable IWC Wage Order provides that “[e]very
8 employer shall authorize and permit all employees to take rest periods, which insofar as
9 practicable shall be in the middle of each work period” and that the “rest period time shall be
10 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
11 hours or major fraction thereof unless the total daily work time is less than three and one-half
12 (3.5) hours.”

13 78. During the relevant time period, Defendants required Plaintiff and other
14 Aggrieved Employees to work four (4) or more hours (or majority fraction thereof) without
15 authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked (or
16 majority fraction thereof).

17 79. During the relevant time period, Defendants willfully required Plaintiff and the
18 other Aggrieved Employees to work during rest periods, failed to allow Plaintiff and the other
19 Aggrieved Employees to take any rest period and/or failed to authorize and permit Plaintiff and
20 the other Aggrieved Employees to take uninterrupted, duty-free rest breaks.

21 80. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 Aggrieved Employees the full rest period premium due pursuant to California Labor Code
23 section 226.7 for work performed during rest periods, and/or for failure to authorize and permit
24 Plaintiff and other Aggrieved Employees from taking uninterrupted rest periods.

25 81. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
26 Code section 226.7.

27 82. Pursuant to the applicable IWC Wage Orders and California Labor Code section
28 226.7(b), Plaintiff and the other Aggrieved Employees are entitled to recover from Defendants

one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

83. Plaintiff requests relief as described below.

FAILURE TO PROVIDE EMPLOYMENT RECORDS

84. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

85. On or about December 19, 2023, Plaintiff requested from Defendants copies of her personnel and payroll records, along with any signed documents, in accordance with California Labor Code §§ 226, 432, and 1198.5.

86. Pursuant to California Labor Code §§ 226, 432, and 1198.5, an employer is required to provide an employee, upon request, a copy of any document signed by the employee, the employee's personnel records, and the employee's payroll records.

87. Despite Plaintiff's request, Defendants willfully and knowingly failed to provide Plaintiff with copies of Plaintiff's personnel and payroll records within the time frame required by law.

88. As a direct and proximate result of Defendants' unlawful actions, Plaintiff suffered economic harm, including but not limited to the inability to verify wages, hours worked, and other employment-related information.

89. As a result of Defendants' intentional failure to comply with these Labor Code requirements and Plaintiff's resulting harm, Plaintiff is entitled to recover seven hundred and fifty dollars (\$750.00) for each violation, as well as costs and reasonable attorneys' fees as permitted by law.

90. Plaintiff requests relief as described below.

IV. JURISDICTION AND VENUE

91. Plaintiff's First Cause of Action is brought as a representative action on behalf of herself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is

1 an aggrieved employee against whom one or more of the alleged violations occurred. The civil
2 penalties and other restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the
3 Superior Court and will be established according to proof at trial.

4 92. This Court has jurisdiction over this matter under PAGA and this Court's general
5 powers granted by statutory law and the California Constitution. This Court has jurisdiction
6 over this action pursuant to the California Constitution Article VI section 10, which grants the
7 California Superior Court original jurisdiction in all causes except those given by statute to
8 other courts.

9 93. Plaintiff is, and at all times relevant to this action was, a resident of California.
10 Plaintiff worked for Defendants throughout Southern California, including doing work and
11 overseeing work in Orange County and Los Angeles County.

12 94. Defendants are either residents of California, have sufficient minimum contacts
13 in California, and/or otherwise intentionally avail themselves of the California market so as to
14 render the exercise of jurisdiction over Defendants by the California Courts consistent with
15 traditional notions of fair play and substantial justice.

16 95. Venue is proper in this county under section 395.5 of the California Code of Civil
17 Procedure as the allegations herein took place within the Southern California. Further,
18 Defendants keep and maintains offices and/or residences in Los Angeles, California. Many of
19 the Aggrieved Employees were employed and/or performed work during the PAGA Period by
20 Defendants in Los Angeles County. Finally, many of the acts alleged herein including
21 Defendants' failure to properly pay Plaintiff and Aggrieved Employees, provide full
22 reimbursement, and other wage and hour claims, occurred in Southern California. Venue is
23 therefore proper in Los Angeles County.

24 96. Venue is proper in any county in which any aggrieved employee worked and
25 Labor Code violations allegedly occurred. (*Crestwood Behavioral Health, Inc. v. Superior*
26 *Court*, 60 Cal.App.5th 1069, 1075.).

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1 **V. EXHAUSTION**

2 97. On or about May 9, 2024, Plaintiff complied with the notice requirements
3 pursuant to California Labor Code § 2699.3 and gave written notice via online filing and
4 certified mail of the specific provisions alleged to have been violated to the Labor and
5 Workforce Development Agency (“LWDA”) and Defendants. See, LWDA Case No.: LWDA-
6 CM-1027354-24 The notice sent to the LWDA and to Defendants is incorporated herein by
7 reference.

8 98. The LWDA has not provided notice of its intention to investigate Defendants’
9 violations.

10 **VI. LEGAL CLAIMS**

11 **FIRST CAUSE OF ACTION**

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

13 **(By Plaintiff Against All Defendants)**

14 99. Plaintiff incorporates by this reference the relevant allegations contained in this
15 pleading as if fully set forth herein.

16 100. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed
17 by Defendants during the applicable statutory period and suffered one or more of the Labor
18 Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself
19 and all other current and former Aggrieved Employees, the civil penalties provided by PAGA,
20 plus reasonable attorney’s fees and costs.

21 101. Plaintiff seeks to recover the PAGA civil penalties through a representative
22 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46
23 Cal.4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

24 102. PAGA specifically provides for a private right of action to recover civil penalties
25 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
26 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
27 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
28 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through

1 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
2 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code
3 § 2699(a).

4 103. Plaintiff was employed by Defendants and the Labor Code violations alleged
5 above were committed against Plaintiff during Plaintiff’s time of employment. Plaintiff is
6 therefore, an “aggrieved employee” under PAGA.

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

- 10 a. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end
11 of their employment in violation of Labor Code §§ 201-203, 227.3.
- 12 b. Failing to properly track, record, calculate and/or pay Goldberg’s, and other
13 Aggrieved Employees’, vacation wages at their “final rate” or “regular rate” of pay
14 in violation of Labor Code § 227.3.
- 15 c. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
16 during employment in violation of Labor Code § 204.
- 17 d. Failure to provide written notice of paid sick leave and supplemental sick paid sick
18 leave in violation of Labor Code §§ 226, 246, and 1174.
- 19 e. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
20 itemized wage statements in violation of Labor Code § 226.
- 21 f. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
22 Employees’ work periods, total wages and compensation, and applicable pay rates
23 in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- 24 g. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
25 business-related expenses in violation of Labor Code §§ 2800 and 2802.

26 105. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
27 individually and on behalf of the Aggrieved Employees and the State of California, requests
28 and is entitled to recover penalties against Defendants for the Labor Code violations described

1 above, including but not limited to penalties under California Code of Regulations Title 8
2 section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226,
3 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the
4 California Labor Code and/or other statutes. The exact amount of the applicable penalties, in
5 all, is in an amount to be shown according to proof at trial.

6 106. Plaintiff was compelled to retain the services of counsel to file this court action
7 to protect Plaintiff's interests and the Aggrieved Employees, and to assess and collect the civil
8 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees
9 and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

10 107. Plaintiff may amend this complaint as a matter of right pursuant to California
11 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
12 specified in Labor Code §2699.3.

13 **VII. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
15 public similarly situated, and as a private attorney general act, prays for relief and judgment
16 against Defendants, jointly and severally, as follows:

17 **As to the First Cause of Action**

18 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
19 Code;

20 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
21 210, 558, 558.1, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California
22 Labor Code and/or other applicable statutes;

23 3. Wages, civil penalties, and applicable statutory penalties;

24 4. Pre-judgment and post-judgment interest;

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- 5. Punitive and/or exemplary damages, if allowed;
- 6. Such other and further relief that the Court deems proper.

Dated: July 17, 2024

WORRELL LAW FIRM, APC

By: 

KYLE C. WORRELL
Attorneys for Plaintiff
Terry Goldberg

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