

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Jeff Geraci (SBN 151519)

jgeraci@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone (619) 595-3001/Facsimile: (619) 595-3000

HEKMAT LAW GROUP, P.C.

Joseph M. Hekmat (SBN 265229)

jhekmat@hekmatlaw.com

2121 Avenue of the Stars, Ste. 800

Los Angeles, California 90067

Telephone: (424) 888-0848

Attorneys for Plaintiff Kristian Dodson, on behalf of herself
and on behalf of others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

KRISTIAN DODSON, on behalf of herself
and on behalf of all others similarly situated,

Plaintiff,

vs.

LA MIRADA POST ACUTE LLC, a
California Limited Liability Company; SUN
MAR REHABILITATION SERVICES, LLC,
a California Limited Liability Company;
SUN MAR MANAGEMENT SERVICES, a
California Corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 24STCV11019

**FIRST AMENDED CLASS ACTION AND
PRIVATE ATTORNEYS GENERAL ACT
("PAGA") REPRESENTATIVE ACTION
COMPLAINT**

- 1. FAILURE TO PAY WAGES**
 - 2. FAILURE TO PROVIDE MEAL PERIODS**
 - 3. FAILURE TO PROVIDE REST PERIODS**
 - 4. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
 - 5. FAILURE TO PAY FINAL WAGES**
 - 6. VIOLATIONS OF THE UCL**
 - 7. PAGA CIVIL PENALTIES FOR UNPAID WAGES VIOLATIONS**
 - 8. PAGA CIVIL PENALTIES FOR MEAL PERIOD VIOLATIONS**
 - 9. PAGA CIVIL PENALTIES FOR REST PERIOD VIOLATIONS**
 - 10. PAGA CIVIL PENALTIES FOR WAGE STATEMENT VIOLATIONS**
 - 11. PAGA CIVIL PENALTIES FOR FINAL PAY VIOLATIONS**
- DEMAND FOR JURY TRIAL**

Plaintiff KRISTIAN DODSON, (“Plaintiff”), on behalf of herself and all others similarly situated, complains and alleges as follows:

NATURE OF CLAIM

1. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on behalf of herself and all non-exempt patient care employees, including nurses (RN, LVN, CNA, RNA) and therapists (PT, OTR, COTA, PT Aid), employed in California by LA MIRADA POST ACUTE LLC, SUN MAR REHABILITATION SERVICES, LLC, SUN MAR MANAGEMENT SERVICES and Does 1 through 10 (“Defendants”) at any time since the four years preceding the filing of this Complaint (“Plaintiff Class”) for Defendants’ unlawful employment practices.

2. Plaintiff, on behalf of herself and members of the Plaintiff Class, brings this action pursuant to California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1194.2, and Industrial Welfare Commission (“IWC”) Wage Order 9-2001; and Business and Professions Code sections 17200, *et seq.*, seeking unpaid wages, liquidated damages, equitable relief, prejudgment interest, reasonable attorneys’ fees and costs, and any other relief this Court deems proper.

3. Plaintiff also bring this action as a representative action under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, against Defendants to recover civil penalties arising out of Defendant’s failure to: pay wages for all compensable hours worked; provide legally compliant off-duty meal and rest periods or premium wages; provide accurate itemized wage statements; and timely pay all wages due during and upon separation of employment.

4. Plaintiff gave written notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) on May 1, 2024, and LWDA did not intervene within 65 days of her notice. Plaintiff seeks PAGA civil penalties as a representative of the State of California and has standing as an aggrieved employee. Plaintiff seeks to represent all Defendants’ current and former non-exempt California patient care employees, including nurses (RN, LVN, CNA, RNA) and therapists (PT, OTR, COTA, PT Aid) who suffered one or

1 more of the alleged violations (“aggrieved employees”) starting one year and 65 days before
2 the filing of this complaint (“the PAGA Period”). Labor Code §§ 2698, *et seq.*,
3 2699.3(a)(2)(C).

4 **PARTIES**

5 5. Plaintiff KRISTIAN DODSON is a resident of Artesia, in the County of Los
6 Angeles, California. Plaintiff worked as an LVN Charge Nurse for Defendants from
7 approximately August 2023 through December 2023.

8 6. Defendant LA MIRADA POST ACUTE LLC is a limited liability company
9 registered in and doing business in the State of California.

10 7. Defendant SUN MAR REHABILITATION SERVICES, LLC is a limited
11 liability company registered in and doing business in the State of California.

12 8. Defendant SUN MAR MANAGEMENT SERVICES is a corporation registered
13 in and doing business in the State of California

14 9. Does are persons or entities whose true names, identities, or capacities are
15 unknown to Plaintiff. Plaintiff will amend to allege their true names and capacities when
16 known. Plaintiff is informed and believes each Doe is Defendants’ agent, representative, parent
17 or subsidiary, is responsible in some manner for acts, practices and courses of conduct alleged,
18 and harm suffered by Plaintiff and the Class was proximately caused by Defendants and them.

19 10. Plaintiff is informed and believes and alleges each of the Defendants, including
20 the Doe defendants, acted in concert with the other Defendants, intended to and did participate
21 in the acts, practices, and courses of conduct alleged, and was a proximate cause of damage and
22 injury to Plaintiff.

23 11. At all relevant times each Defendant was the agent or employee of each of the
24 other Defendants and was acting within the course and scope of such agency or employment.

25 **JURISDICTION AND VENUE**

26 12. Venue as to each Defendant is proper in this judicial district. Code of Civil
27 Procedure § 395. Defendants conduct business in Los Angeles County and each Defendant is
28 within this Court’s jurisdiction for service of process. The unlawful acts alleged directly affect

1 Plaintiff and other similarly situated employees within Los Angeles County and California.
2 There is no federal question at issue for removal under 28 U.S.C. section 1331, as the issues are
3 based solely on California law, including the Labor Code, Business and Professions Code, and
4 the Code of Civil Procedure.

5 13. No federal jurisdiction exists to remove this action to federal court. No federal
6 question is at issue, as the issues are based solely on California law, including the Labor Code,
7 IWC Wage Orders, Code of Civil Procedure, and Business and Professions Code. No diversity
8 jurisdiction exists sufficient for removal to federal court under 28. U.S.C. sections 1332(a) or
9 1332(d) because Class Members' individual amounts in controversy do not exceed \$75,000 and
10 the class amount in controversy does not exceed \$5,000,000.

11 14. PAGA civil penalty actions are not subject to federal jurisdiction and are not
12 subject to removal. 28 U.S.C. §§ 1332(a)-(d).

13 **GENERAL ALLEGATIONS**

14 15. At all relevant times, Plaintiff and members of the Plaintiff Class were
15 employed by Defendants in California, and Defendants conducted business in California.

16 16. At times, Defendants failed to provide Plaintiff and members of the Plaintiff
17 Class all required wages for time worked or subject to Defendants' control off-the-clock,
18 including when interrupted during meal periods to respond to management questions or patient
19 needs, and after clocking out at the end of their shifts to respond to management questions and
20 ensure daily charting was completed, including charting medications administered.

21 17. At times, due to required patient schedules, and limited staffing, meal and rest
22 breaks of Claimant and aggrieved employees were missed, late, short, or interrupted. The
23 nature of the work, staffing levels, and patient needs required Claimant and aggrieved
24 employees to remain on the premises during rest breaks and they understood Defendants
25 expected they were to remain on the premises.

26 18. At times, Defendants failed to provide accurate itemized wage statements to
27 Plaintiff and members of the Plaintiff Class since they did not include, among other things,
28 total number of hours worked, and number of hours worked at each corresponding rate of pay.

1 Because Defendants failed to compensate Plaintiff and members of the Plaintiff Class for all
2 hours worked, some itemized wage statements provided by Defendants to Plaintiff and
3 members of the Plaintiff Class were inaccurate. As a result, some wage statements Defendants
4 furnished to Plaintiff and members of the Plaintiff Class were incomplete and inaccurate and
5 fail to comply with the requirements of Labor Code section 226(a).

6 19. At times, Defendants failed to pay Plaintiff and members of the Plaintiff Class
7 all wages due upon separation, in violation of California state wage and hour laws. Because, at
8 times, Defendants failed to pay all wages during employment, final wages paid to Plaintiff and
9 members of the Plaintiff Class were underpaid, as they did not include these amounts.

10 20. Defendants' failure, at times, to: pay wages for time worked off the clock
11 including during meal periods; provide accurate, itemized wage statements; and timely provide
12 payment of wages to Plaintiff and members of the Plaintiff Class upon separation are the result
13 of Defendant's centrally devised and uniformly implemented policies and practices.

14 21. In addition to other remedies, Plaintiff, on behalf of himself and members of the
15 Plaintiff Class, seeks declaratory and injunctive relief, restitution, and disgorgement of all
16 benefits obtained by Defendants as a result of violations alleged. Business and Professions
17 Code §§ 17200, *et seq.*

18 **CLASS ACTION ALLEGATIONS**

19 22. Plaintiff seeks to represent and certify a Class of:

20 **Plaintiff Class**

21 All Defendants' California-based non-exempt patient care employees,
22 including nurses (RN, LVN, CNA, RNA) and therapists (PT, OTR, COTA,
PT Aid), at any time during the four years before the filing of this Complaint
through the date of trial.

23 23. Plaintiff seeks to certify a subclass of employees defined as:

24 **Unpaid Wages Subclass**

25 All members of the Plaintiff Class who performed work or remained under
Defendants' control while not clocked in for a scheduled shift.

26 24. Plaintiff seeks to certify a subclass of employees defined as:

27 **Meal Period Subclass**

28 All Members of the Plaintiff Class who worked one or more period(s) in
excess of five (5) hours.

25. Plaintiff seeks to certify a subclass of employees defined as:

Rest Period Subclass

All Members of the Plaintiff Class who worked one or more period(s) in excess of three and one-half (3.5) hours.

26. Plaintiff seeks to certify a subclass of employees defined as:

Wage Statement Subclass

All members of the Plaintiff Class who received one or more itemized wage statements during the one year preceding the filing of this Complaint.

27. Plaintiff seeks to certify a subclass of employees defined as:

Waiting Time Subclass

All members of the Plaintiff Class whose employment ended any time during the three years preceding the filing of this Complaint.

28. Plaintiff seeks to certify a subclass of employees defined as:

UCL Subclass

All Plaintiff Class and Subclass Members who were subject to Defendants' unlawful or unfair business acts or practices.

29. Plaintiff reserves the right to amend the Plaintiff Class or subclasses, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

30. **Commonality**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

31. **Ascertainable Class**: The proposed Plaintiff Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

32. **Numerosity**: The potential members of the Plaintiff Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Plaintiff Class and Subclasses is unknown to Plaintiff, but is estimated to be in excess of 100 individuals. The number and identity of members can be readily ascertained using Defendants' records.

33. **Typicality**: The claims of Plaintiff are typical of the claims of all members of the Plaintiff Class and Subclasses because all members of the Plaintiff Class and Subclasses

1 sustained similar injuries and damages caused by Defendants' common course of conduct in
2 violation of law.

3 34. **Adequacy**: Plaintiff is an adequate representative of the Plaintiff Class and
4 Subclasses, will fairly protect the interests of the Plaintiff Class and Subclass Members and has
5 no interests antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are
6 competent, skilled, and experienced in litigating large employment law class actions.

7 35. **Superiority**: A class action is superior to other available means for the fair and
8 efficient adjudication of this controversy. Individual joinder of all Plaintiff Class Members is
9 not practicable, and questions of law and fact common to the Class predominate over questions
10 affecting only individual Plaintiff Class Members. A Class action will allow those similarly
11 situated to litigate their claims in the most efficient and economical manner for the parties and
12 the judicial system. Plaintiff is unaware of any difficulties likely to be encountered in the
13 management of this action that precludes its maintenance as a class action.

14 36. The predominating common questions of law and fact include:

- 15 a. Whether Defendants have a policy and practice of failing to pay some wages
16 for work performed, or time under Defendants' control, outside of time
17 clocked in;
- 18 b. Whether Defendants have a policy and practice of failing to provide
19 compliant meal periods or premiums in lieu thereof;
- 20 c. Whether Defendants have a policy and practice of failing to authorize and
21 permit compliant paid rest periods or pay premiums in lieu thereof;
- 22 d. Whether Defendants have a policy or practice of failing to provide, at times,
23 accurate itemized wage statements;
- 24 e. Whether some Waiting Time Subclass Members are entitled to waiting time
25 penalties under Section 203;
- 26 f. Whether Defendants violated Sections 17200, *et seq.* of the Business and
27 Professions Code; and

28 ///

g. Whether the Plaintiff Class and Subclasses are entitled to equitable relief pursuant to Business and Professions Code, sections 17200, *et seq.*

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Pay Wages

(By Plaintiff and each Member of the Unpaid Wages Subclass)

37. Plaintiff incorporates the preceding paragraphs of this Complaint.

38. By failing to pay wages for hours Plaintiff and the Unpaid Wages Subclass, or some of them, were under their control but not clocked in, including when engaged in necessary pre-shift and post-shift activities, Defendants failed to pay wages and violated Labor Code sections 218.5, 510, and 1194, 1194.2.

39. Defendants' unlawful acts deprived Plaintiff and the Unpaid Wages Subclass of wages in amounts to be determined at trial, and they are entitled to recover these amounts, liquidated damages for unpaid minimum wages, and interest, attorneys' fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods

(By Plaintiff and each Member of the Meal Period Subclass)

40. Plaintiff incorporates the preceding paragraphs of this Complaint.

41. By failing to provide duty-free meal periods of at least thirty minutes for shifts of five hours, starting before the end of the fifth hour of work, a second before the end of the tenth hour, and failing to pay Plaintiff and all Meal Period Subclass Members one hour of pay at their regular rate for each day a meal period was not provided, Defendants willfully violated Labor Code sections 226.7 and 512.

42. Defendants' unlawful acts deprived Plaintiff and members of the Meal Period Subclass of premium wages in amounts to be determined at trial, and they are entitled to recover such amounts, plus interest, attorneys' fees, and costs.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods

(By Plaintiff and each Member of the Rest Period Subclass)

43. Plaintiff incorporates the preceding paragraphs of this Complaint.

///

1 44. By failing to authorize and permit Plaintiff and all Rest Period Subclass
2 Members to receive a rest period of at least 10 minutes for every four (4) hours or major
3 fraction thereof worked per day, and by failing to provide premium wages at the regular rate of
4 pay when these periods were not permitted or authorized, Defendants willfully violated the
5 provisions of Labor Code section 226.7.

6 45. Defendants' unlawful acts deprived Plaintiff and members of the Rest Period
7 Subclass of premium wages in amounts to be determined at trial, and they are entitled to
8 recover such amounts, plus interest, attorneys' fees, and costs.

9 **FOURTH CAUSE OF ACTION**
10 **Failure to Provide Accurate Itemized Wage Statements**
11 **(By Plaintiff and each Member of the Wage Statement Subclass)**

12 46. Plaintiff incorporates the preceding paragraphs of this Complaint.

13 47. Labor Code section 226, subdivision (a) provides, in pertinent part: "An
14 employer, semimonthly or at the time of each payment of wages, shall furnish to their
15 employee, either as a detachable part of the check, draft, or voucher paying the employee's
16 wages, or separately if wages are paid by personal check or cash, an accurate itemized
17 statement in writing showing" various pieces of employment information.

18 48. By knowingly and intentionally failing to provide Plaintiff and members of the
19 Wage Statement Subclass, or some of them, with wage statements, Defendants violated Labor
20 Code section 226, subdivision (a).

21 49. An employee suffering injury as a result of a knowing and intentional failure by
22 an employer to comply with subdivision (a) is entitled to recover the greater of all actual
23 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
24 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
25 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
26 costs and reasonable attorney's fees. Labor Code § 226, subd. (e).

27 50. Plaintiff and the members of the Wage Statement Subclass are entitled to
28 recover the greater of actual damages or penalties not to exceed \$4,000 for each employee,
along with interest, attorneys' fees and costs. See Labor Code § 226, subd. (e).

FIFTH CAUSE OF ACTION
Failure to Timely Pay Wages Due at Separation
(By Plaintiff and each Member of the Waiting Time Subclass)

51. Plaintiff incorporates the preceding paragraphs of this Complaint.

52. An employer who discharges an employee must pay all compensation due to that employee immediately upon discharge. Labor Code § 201. An employer must pay all compensation due to an employee who quits within 72 hours. Labor Code § 202.

53. If an employer willfully fails to timely pay wages the employer must, as a penalty, continue to pay the subject employee's wages until paid or until an action is commenced. Labor Code § 203. Defendants failed to pay Plaintiff any final wages. Further, because Defendants failed to compensate Plaintiff and members of the Class, or some of them, for all hours subject to Defendants' control, Defendants failed to timely pay earned wages to former employees.

54. Defendants' willful failure to pay wages to Plaintiff and members of the Waiting Time Subclass, or some of them, violated Labor Code section 203 because Defendants knew these wages were due, but failed to pay them.

SIXTH CAUSE OF ACTION
Violation of the Unfair Competition Law
(By Plaintiff and each Member of the UCL Subclass)

55. Plaintiff incorporates the preceding paragraphs of this Complaint.

56. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code sections 17200, *et seq.*, defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

57. Defendants' conduct as described above constitutes unlawful business practices because Defendants violated: the California Labor Code, including but not limited to Sections 510 and 1194 (wages), 201-203 (final wages), and sections of Wage Order 9-2001 (reporting time pay).

58. Defendants' conduct as described above constitutes unfair business practices because their denial of lawfully earned wages outweighs any utility of such practices.

///

1 59. As a result of Defendants' unlawful and unfair conduct, Plaintiff and members
2 of the UCL Subclass suffered injury in fact.

3 60. Plaintiff and members of the UCL Subclass seek declaratory and injunctive
4 relief, restitution, and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203,
5 17204.

6 61. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and
7 members of the UCL Subclass are entitled to recover reasonable attorneys' fees, costs, and
8 expenses incurred in bringing this action.

9 62. This cause of action is brought as a cumulative remedy and is intended as an
10 alternative remedy for restitution for Plaintiff, and each member of the UCL Subclass, of some
11 of them, for the four (4) year period before the filing of this Complaint, and as the primary
12 remedy during the fourth year before the filing of this Complaint. Business and Professions
13 Code § 17205.

14 **SEVENTH CAUSE OF ACTION**
15 **PAGA Civil Penalties for Failure to Pay Wages**
16 **(On Behalf of Aggrieved Employees against Each Defendant)**

17 63. Plaintiff incorporates the preceding paragraphs of this Complaint.

18 64. "Notwithstanding any agreement to work for a lesser wage, any employee
19 receiving less than the legal minimum wage or the legal overtime compensation applicable to
20 the employee is entitled to recover in a civil action the unpaid balance of the full amount of this
21 minimum wage or overtime compensation, including interest thereon, reasonable attorney's
22 fees, and costs of suit." Labor Code § 1194(a).

23 65. Defendants failed to pay minimum, regular, and overtime wages during the
24 during the applicable statutory period by failing to pay aggrieved employees wages for time
25 worked or under their control but not clocked in, including when engaged in necessary pre-shift
26 and post-shift activities. On behalf of aggrieved employees, Plaintiff will seek \$100 for the
27 initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor
28 Code § 2699(f)(2).

///

66. Defendants' conduct violates the applicable Wage Order(s) by failing to pay minimum, regular, and overtime wages to employees. On behalf of aggrieved employees, Plaintiff will also seek \$50 for the initial pay period an employee was underpaid, and \$100 for each subsequent violation.

EIGHTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Compliant Meal Periods
(On Behalf of Aggrieved Employees against Each Defendant)**

67. Plaintiff incorporates the preceding paragraphs of this Complaint.

68. Defendants willfully failed to provide Plaintiff and other aggrieved employees duty-free meal periods of at least thirty minutes for shifts of five hours, starting before the end of the fifth hour of work, a second before the end of the tenth hour, and failed to provide premium wages at the regular rate of compensation when not permitted or authorized. Labor Code § 226.7, "Meal Period" sections of IWC Wage Order(s).

69. Plaintiff will seek penalties for aggrieved employees for the initial pay period an employee was underpaid (\$100) and each subsequent violation (\$200). Labor Code § 2699(f)(2).

NINTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Compliant Rest Periods
(On Behalf of Aggrieved Employees against Each Defendant)**

70. Plaintiff incorporates the preceding paragraphs of this Complaint.

71. Defendants willfully failed to authorize and permit Plaintiff and other aggrieved employees a paid rest period of at least 10 minutes for every four (4) hours or major fraction worked per day, and failed to provide premium wages at the regular rate of compensation when not permitted or authorized. Labor Code § 226.7, "Rest Period" sections of IWC Wage Order(s).

72. Plaintiff will seek penalties for aggrieved employees for the initial pay period an employee was underpaid (\$100) and each subsequent violation (\$200). Labor Code § 2699(f)(2).

///

///

TENTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements
(On Behalf of Aggrieved Employees against Each Defendant)**

73. Plaintiff incorporates the preceding paragraphs of this Complaint.

74. Every employer must, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized statement in writing showing, among other things, total hours worked and the total number of hours worked and the number of hours worked at each corresponding rate of pay. Labor Code § 226(a).

75. Defendants willfully violated Section 226 by providing wage statements to employees that did not accurately reflect all required information, including total hours worked and the number of hours worked at each corresponding rate of pay.

76. On behalf of aggrieved employees, Plaintiff will seek civil penalties of \$250 for the initial violation and \$1,000 for each subsequent violation. Labor Code § 226.3.

ELEVENTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Timely Pay Wages Due at Separation
(On Behalf of Aggrieved Employees against Each Defendant)**

77. Plaintiff incorporates the preceding paragraphs of this Complaint.

78. Employers must pay earned wages within certain times. Labor Code §§ 201-202. An employer that willfully fails to timely pay all final wages must, as a statutory penalty, pay an employee's wages for 30 days, or until back wages are paid in full. Labor Code § 203.

79. Defendants willfully failed to pay Plaintiff and aggrieved employees, or some of them, all final wages, including minimum, regular, and overtime wages, as required. Labor Code § 201-202.

80. Defendants failed to pay Plaintiff and aggrieved employees penalties due them based on Defendants' failure to pay all final wages as required. Labor Code § 203.

81. On behalf of aggrieved employees, Plaintiff will seek penalties of \$100 for the initial pay period an employee was not reimbursed, and \$200 for each subsequent violation.

///

///

///

PRAYER FOR RELIEF

Plaintiff prays for the following relief on behalf of herself and member of the Plaintiff Class against Defendants:

1. Class action certification;
2. Appointment of Plaintiff and Plaintiff's counsel to represent the Class;
3. Provision of Class notice;
4. A declaratory judgment that Defendants knowingly and intentionally violated:
 - a. Labor Code sections 510 and 1194 by failing to all wages;
 - b. Labor Code sections 226.7 and 1198 by failing to authorize meal periods or pay premiums in lieu thereof; and,
 - c. Labor Code sections 226.7 and 1198 by failing to authorize rest periods or pay premiums in lieu thereof; and,
 - d. Labor Code section 226 by failing to provide accurate itemized wage statements;
 - e. Labor Code section 203 by failing to pay waiting time penalties;
 - f. Business and Professions Code sections 17200, *et seq.* by engaging in unlawful or unfair business practices.
5. An order requiring Defendants restore all amounts owed to Plaintiff and members of the Plaintiff Class, according to proof, pursuant to Business and Professions Code section 17203;
6. For an award of unpaid wages, including minimum and regular wages to the extent permissible by law to each affected person;
7. For an award of liquidated damages to the extent permissible by Labor Code section 1194.2;
8. For penalties incurred under Labor Code section 1197.1 for each underpaid employee per pay period for which the employee was underpaid;
9. For penalties permitted pursuant to the Labor Code, and Orders of the Industrial Welfare Commission including, but not limited to penalties under Labor Code section 226(e);

- 1 10. For pre- and post-judgment interest to the extent permitted by law including, but
- 2 not limited to, Labor Code sections 218.6 and 1194;
- 3 11. For recovery of civil penalties permitted by Labor Code section 226.3, for
- 4 violations of Labor Code 226, according to proof;
- 5 12. For recovery of civil penalties permitted by Labor Code section 256, for
- 6 violations of Labor Code sections 201-203, according to proof;
- 7 13. For recovery of all civil penalties permitted by Labor Code section 2699, for
- 8 unpaid minimum, regular, and overtime wages, according to proof;
- 9 14. For recovery of all civil penalties permitted by Labor Code section 2699, for
- 10 unpaid meal period premiums earned pursuant to Labor Code section 226.7, according to proof;
- 11 15. For recovery of all civil penalties permitted by Labor Code section 2699, for
- 12 unpaid rest period premiums earned pursuant to Labor Code section 226.7, according to proof;
- 13 16. For recovery of civil penalties permitted by Labor Code section 2699, for
- 14 inaccurate itemized wage statements pursuant to Labor Code sections 226, according to proof;
- 15 17. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for
- 16 failing to timely pay all final wages due pursuant to Labor Code sections 201-202;
- 17 18. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for
- 18 failing to pay statutory waiting time penalties due pursuant to Labor Code section 203;
- 19 19. For all applicable civil penalties to be distributed 75% to the LWDA and 25% to
- 20 aggrieved employees, subject to approval by the Court, pursuant to Labor Code section 2699(i);
- 21 20. Compensatory damages according to proof;
- 22 21. Statutory damages as provided under the Labor Code;
- 23 22. Liquidated damages as provided under the Labor Code;
- 24 23. Pre-judgment interest on all sums collected;
- 25 24. For reasonable attorneys' fees and cost of suit and, to the extent permitted by
- 26 law, including pursuant to Labor Code sections 226, 226(h), and 1194, and Code of Civil
- 27 Procedure section 1021.5; and
- 28 ///

25. Such other relief as the Court may deem appropriate.

COHELAN KHOURY & SINGER
HEKMAT LAW GROUP, P.C.

Dated: July 9, 2024

By: _____

Michael D. Singer

Jeff Geraci

Counsel for Plaintiff Kristian Dodson

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER
HEKMAT LAW GROUP, P.C.

Dated: July 9, 2024

By: _____

Michael D. Singer

Jeff Geraci

Counsel for Plaintiff Kristian Dodson

PROOF OF SERVICE

Dodson v. La Mirada Post Acute LLC, et al.

Los Angeles Superior Court Case No. 24STCV11019

I, Karla Sousa, declare as follows:

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to this action. My business address is 605 “C” Street, Suite 200, San Diego, California 92101. On July 9, 2024, I instituted service of the forgoing document(s) described as:

**FIRST AMENDED CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT
 (“PAGA”) REPRESENTATIVE ACTION COMPLAINT**

on the following parties

Counsel for Defendant

Julietta Echeverria, General Counsel

Justin Blaylock, Esq.

Christie E. Yang, Esq.

3050 Saturn Street, Suite 201

Brea, CA 92821

jecheverria@sunmarhealthcare.com

jblaylock@sunmarhealthcare.com

cyang@sunmarhealthcare.com

Co-Counsel for Plaintiff

Joseph M. Hekmat, Esq.

HEKMAT LAW GROUP

2121 Avenue of the Stars., Ste. 800

Los Angeles, CA 90067

jhekmat@hekmatlaw.com

[XX] BY ELECTRONIC SERVICE – ONE LEGAL: Pursuant to Cal. Rules of Court, Rule 2.251(c)(3), I submitted an electronic version of the document(s) through the user interface of the e-filing vendor at www.onelegal.com.

[XX] STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 9, 2024, at San Diego, California.



Karla Sousa