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Attorneys for Plaintiff Harriet Jassem

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

Harriet Jassem, on behalf of the State of California
pursuant to the Private Attorneys General Act,

Plaintiff,

vs.

Aureus Radiology, LLC, Eisenhower Medical
Center, and Does 1 through 10,

Defendants.

Case No. CVPS2407432

*(Assigned to the Hon. Kira L. Klatchko in
Dept. PSI)*

**First Amended Complaint for
Recovery of Civil Penalties Pursuant
to the California Private Attorneys
General Act**

Plaintiff Harriet Jassem (“Plaintiff” or “Jassem”) brings this action as an aggrieved employee on behalf of the State of California and current and former employees of Defendants Aureus Radiology, LLC and Eisenhower Medical Center (together “Defendants”) pursuant to the Private Attorneys General Act (the “PAGA”). Plaintiff alleges:

1. Plaintiff was employed by Defendants in California. Defendants committed the violations alleged below against Plaintiff.

2. The PAGA Employees include, but are not limited to, Plaintiff and all other non-exempt employees of Defendants who worked in California during the applicable statute of limitations period as to whom the violations alleged below were committed.
3. Aureus Radiology, LLC (“Aureus”) is a company that does business in California, including in the County of Riverside. Aureus employed Plaintiff and other PAGA Employees.
4. Eisenhower Medical Center (“EMC”) is a company that does business in California. EMC employed Plaintiff and other PAGA Employees.
5. Plaintiff does not presently know the true names and capacities of the defendants named as Does 1 through 10 and therefore sues such defendants by these fictitious names. Plaintiff believes that the Doe defendants are persons or entities who are involved in the acts set forth below, either as independent contractors, employers, suppliers, agents, servants, or employees of the known defendants or through conspiring with the known defendants to perform these acts for financial gain and profit in violation of Plaintiff’s and PAGA Employees’ rights. Each of the defendants has been or is the principal, officer, director, agent, employer, employee, representative, and/or co-conspirator of each of the other defendants and in such capacity or capacities participated in the acts or conduct alleged herein and incurred liability therefor. At an unknown time, some or all of the defendants conspired with other defendants to commit the wrongful acts described herein. These wrongful acts were committed in furtherance of such conspiracy. Each of the defendants aided and abetted other defendants in committing the wrongful acts alleged herein. Each of the defendants acted for personal gain or in furtherance of such defendants’ own financial advantage in committing the wrongful acts alleged herein. The named defendants and the Doe defendants are hereinafter referred to collectively as “Defendants.”
6. Plaintiff and other PAGA employees worked overtime and/or were entitled to other compensation based on a properly calculated regular rate of pay, but Defendants did not accurately record and pay Plaintiff and other aggrieved employees for all hours worked, overtime, and meal and rest

period premiums to which they were entitled at all and/or at the correctly calculated rate of pay based on all compensation received, including per diems and other compensation.

7. Defendants did not provide Plaintiff and other PAGA Employees with the requisite number of duty-free and timely meal periods of the legally required duration. Defendants did not pay all meal period premiums owing Plaintiff and other PAGA Employees either at all and/or at the proper rate.
8. Defendants did not provide Plaintiff and other PAGA Employees with the requisite number of duty-free and timely rest periods of the legally required duration. Defendants did not pay all rest period premiums owing Plaintiff and other PAGA Employees either at all and/or at the proper rate.
9. Defendants violated section 201 or 202 as to PAGA employees whose employment terminated by willfully failing to pay timely the wages earned and unpaid upon the termination of their employment at the proper rate. Defendants violated section 203 as to other PAGA Employees by failing to pay the wages owing to them under section 201 or 202 at the proper rate. Defendants' failure to pay all final wages was willful within the meaning of Labor Code section 203.
10. Defendants violated section 226(a)(1) as to Plaintiff and other PAGA Employees by failing to provide them statements of wages that accurately showed gross wages earned.
11. Defendants violated section 226(a)(5) by failing to provide Plaintiff and other PAGA Employees with statements of wages that accurately showed net wages earned.
12. Defendant Eisenhower Medical Center violated section 226(a)(8) as to Plaintiff and other PAGA Employees by failing to provide Plaintiff and other PAGA Employees with statements of wages that accurately showed the name and address of Eisenhower Medical Center, the legal entity that was an employer of Plaintiff and other PAGA Employees.
13. Defendants violated section 226(a)(9) by failing to provide Plaintiff and other PAGA Employees with statements of wages that accurately showed the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by failing to accurately show the actual number of hours worked at the applicable hourly rate at which they should have been paid.

14. Defendants violated Defendants' obligations under Labor Code section 2802. Defendants required Plaintiff and other PAGA Employees to incur necessary expenditures in direct consequence of the discharge of their duties or at the obedience to the direction of Defendants that included, without limitation, using cellular phones and other expenses for work-related purposes. Defendants did not sufficiently reimburse Plaintiff and other PAGA Employees for such expenditures.
15. Because of Defendants' violations, Defendants are liable for penalties pursuant to Labor Code sections 226.3, 256, 558, 1174.5, 1197.1, and 2699(f), *inter alia*.
16. Plaintiff has incurred attorney's fees and costs in pursuing this claim.
17. On July 31, 2024, Plaintiff's attorney gave written notice to the Labor and Workforce Development Agency ("LWDA") and to the Defendants by certified mail identifying violations set forth in this complaint and 65 days have passed from the date of the mailing of the notice.

WHEREFORE, Plaintiff requests that a judgment be entered against Defendants as follows:

1. For all civil penalties recoverable under the PAGA;
2. For attorney's fees and costs as allowed by law;
3. For prejudgment interest as allowed by law;
4. For such other and further relief as the Court deems proper.

Dated: December 30, 2024

THE DION-KINDEM LAW FIRM

BY:



PETER R. DION-KINDEM, P.C.

PETER R. DION-KINDEM

Attorney for Plaintiff Harriet Jassem

PROOF OF SERVICE

I am over the age of 18 and not a party to the within action. My business address is 3856 Davids Road, Agoura Hills, CA 91301. On December 30, 2024, I served the following document(s) described as:

First Amended Complaint

on interested parties in this action addressed as follows:

Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Nancy Sotomayor
Jade White
Akerman LLP
633 West Fifth Street, Suite 6400
Los Angeles, CA 90071

Attorneys for Defendants Aureus Radiology, LLC
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Email: anthony.sbardellati@akerman.com
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nancy.sotomayor@akerman.com
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(By Mail) I deposited such envelope with postage thereon fully prepaid in the United States mail at a facility regularly maintained by the United States Postal Service at Los Angeles, California.

xxx **(By Email)** Based on a court order, Rules of Court, or an agreement of the parties to accept electronic service, I caused the documents to be sent to the person(s) at the email addresses set forth above.

(By Overnight Delivery) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address(es) identified above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

(By Personal Service)

By personally delivering copies to the person served.

I delivered such envelope by hand to the offices of the addressee pursuant to Code of Civil Procedure Section 1011.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 30, 2024.

Kale Mout

Kale M. Morita