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Case Management Conference

03/21/2025 08:30 AM - Department 07

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Attorneys for Plaintiff DARRIEN PORCHIA,
on behalf of the general public as private attorney general.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

DARRIEN PORCHIA, on behalf of the
general public as private attorney general,

Plaintiff,

v.

REDWOOD FAMILY CARE NETWORK,
INC., a Delaware Corporation; PEOPLE'S
CARE CENTRAL VALLEY, LLC; and
DOES 1-50, inclusive,

Defendants.

CASE NO.: VCU315310

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

Assigned to Judicial Officer
Gary M Johnson

For All Purposes

1 Plaintiff DARRIEN PORCHIA (“Plaintiff”), on behalf the general public and all non-
2 exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against REDWOOD FAMILY CARE NETWORK, INC.,
4 PEOPLE’S CARE CENTRAL VALLEY, LLC, and DOES 1-50, inclusive, (collectively
5 “Defendants”) as follows:

6 I. INTRODUCTION

7 1. This is a representative action for recovery of penalties under the Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
9 employees” to bring a lawsuit as a representative action on behalf of the general public as private
10 attorney general and all other current and former aggrieved employees, to recover civil penalties
11 and address an employer’s violations of the California Labor Code.

12 2. In this case, Defendants violated various provisions of the California Labor Code.
13 As set forth below, Defendants implemented policies and practices which led to Defendant’s:
14 (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work
15 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
16 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
17 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
18 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
19 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
20 accurate itemized wage statements; (f) failing to indemnify necessary business expenses; and
21 (g) failing to pay vested vacation pay at separation. As a result, Plaintiff seeks penalties under
22 Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other
23 aggrieved employees.

24 II. JURISDICTION AND VENUE

25 3. The California Superior Court has jurisdiction over this action pursuant to
26 California Constitution Article VI, Section 10, which grants the Superior Court “original
27 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
28 which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendants because, upon information and belief,
2 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
3 avails itself of the California market so as to render the exercise of jurisdiction over it by the
4 California Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants are doing business throughout California, including but
7 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants have conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated non-exempt aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present (“liability period”), Defendant consistently maintained and enforced against
22 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
23 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
24 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
25 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
26 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
27 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
28 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay

1 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
2 statements; (f) failing to indemnify necessary business expenses; and (g) failing to pay vested
3 vacation pay at separation.

4 9. Plaintiff on behalf of the general public as private attorney general and all other
5 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
6 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,
7 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest,
8 attorneys' fees and costs.

9 **III. PARTIES**

10 **A. Plaintiff**

11 10. Plaintiff, DARRIEN PORCHIA was, at all times relevant to this action, a resident
12 of California. Plaintiff was employed by Defendants in approximately March 2021 as a Non-
13 Exempt Employee with the title of Caregiver and worked during the liability period for
14 Defendants, at Defendants' Visalia, CA location until Plaintiff's separation from Defendants'
15 employ in approximately July 2024. Plaintiff's duties included but were not limited to: looking
16 after client's budget, preparing meals, grooming and hygiene of patients, and ensuring patients
17 take their medications.

18 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
19 regularly required to and subsequently suffered:

20 a) perform work subject to the control of the employer without being compensated all
21 wages including overtime and minimum wages, all in violation of California labor laws,
22 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

23 b) work without being permitted or authorized a minimum ten-minute rest period for
24 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
25 regular rate of compensation for each workday that a rest period was not provided, all in
26 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
27 Orders ("IWC");

28 c) work in excess of five and ten hours per day without being provided meal periods

1 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
2 a meal period was not provided, all in violation of California labor laws, regulations, and the
3 Industrial Welfare Commission Wage Orders (“IWC”);

4 d) not provided accurate itemized wage statements;

5 e) not timely paid wages;

6 f) not paid vested vacation pay at the time of separation;

7 g) not provided accurate wage statements;

8 h) not reimbursed necessary business expenses; and

9 i) conducting and engaging in unfair business practices.

10 12. On information and belief, Defendants willfully failed to pay all earned wages in
11 the form regular wages, minimum wages, overtime wages, vacation pay, and meal and rest period
12 premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants
13 returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with
14 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.*
15 on behalf of the general public as private attorney general and all other aggrieved employees.

16 **B. Defendants**

17 13. Defendant REDWOOD FAMILY CARE NETWORK, INC. operates as a
18 caregiving business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who
19 work or have worked for Defendants over the last year.

20 14. Defendant, PEOPLE’S CARE CENTRAL VALLEY, LLC operates as a
21 caregiving business. Defendant operates in several California locations. Plaintiff estimates there
22 are in excess of one hundred (100) Non-Exempt Employees who work or have worked for
23 Defendant over the last four years.

24 15. Other than identified herein, Plaintiff is unaware of the true names, capacities,
25 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
26 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
27 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
28 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are

1 ascertained.

2 16. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
3 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved
4 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
5 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this
6 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in
7 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
8 defendants.

9 **IV. GENERAL ALLEGATIONS**

10 17. At all times set forth herein, Defendants employed Plaintiff and other persons in the
11 capacity of non-exempt positions, however titled, throughout the state of California.

12 18. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
13 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
14 rules and regulations of the IWC California Wage Orders.

15 19. Defendants continue to employ Non-Exempt Employees, however titled, in
16 California and implement a uniform set of policies and practices to all non-exempt employees, as
17 they were all engaged in the job duties related to Defendant's caregiving business.

18 20. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
19 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
20 of the requirements of California's wage and employment laws.

21 21. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
22 Employees are citizens of the state of California.

23 22. On information and belief, during the relevant time frame, Plaintiff and Class
24 Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work
25 week, but were not properly paid for such time at the employee's correct rate of pay per hour for
26 overtime.

27 23. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
28 Employees based upon an hourly rate.

1 24. Defendants also failed to properly calculate Plaintiff's and the Class Members'
2 regular rate of pay including but not limited to by failing to include all forms of
3 compensation/remuneration in the regular rate of pay, including but not limited to bonuses,
4 incentives, Crisis Intervention training pay, referral bonuses, shift differential pay, and other
5 compensation for overtime calculation purposes.

6 25. Defendants failed to provide Plaintiff with an uninterrupted duty-free meal period
7 as required by law.

8 26. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
9 excess of five hours without being provided a lawful meal period and over ten hours in a day
10 without being provided a second lawful meal period as required by law.

11 27. Plaintiff and Aggrieved Employees missed meal breaks several times a week and
12 had late meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes required
13 by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

14 28. For instance, Plaintiff was never provided with a meal period and was forced to eat
15 while working with his patients since he did not receive an uninterrupted meal break. Plaintiff and
16 Class Members were also prohibited from leaving the premises for his meal period.

17 29. Defendants also unlawfully deducted a full 30-minutes of time for meal periods no
18 matter if a Labor Code compliant meal period was provided to Plaintiff and Aggrieved
19 Employees. Resulting in an underpayment of minimum and overtime wages.

20 30. Indeed, during the relevant time, as a consequence of Defendants' staffing and
21 scheduling practices, work demands, and Defendants' policies and practices, Defendants
22 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
23 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

24 31. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
25 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
26 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
27 required by law.

28 32. On information and belief, Plaintiff and Aggrieved Employees did not waive their

1 rights to meal periods under the law.

2 33. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
3 meal periods.

4 34. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
5 during meal periods.

6 35. Despite the above-mentioned meal period violations, Defendants failed to
7 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
8 one additional hour of pay at their regular rate as required by California law when meal periods
9 were not timely or lawfully provided in a compliant manner.

10 36. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
11 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
12 were entitled to receive premium wages based on their regular rate of pay under Labor Code
13 §226.7 but were not receiving such compensation.

14 37. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
15 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
16 period for every four hours worked or major fraction thereof, including third rest breaks which is a
17 violation of the Labor Code and IWC wage order.

18 38. Defendants maintained and enforced scheduling practices, policies, and imposed
19 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
20 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
21 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
22 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
23 Further, Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest
24 breaks.

25 39. Despite the above-mentioned rest period violations, Defendants did not compensate
26 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
27 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
28 applicable IWC wage order, for each day on which lawful rest periods were not authorized and

1 permitted.

2 40. Defendants also failed to provide accurate, lawful itemized wage statements to
3 Plaintiff and the Class Members in part because of the above specified violations. In addition,
4 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
5 including premiums due and owing for overtime pay, gross pay, and net pay figures from Plaintiff
6 and the Class Members' wage statements.

7 41. Defendants also failed to accurately record and list "Holiday Pay Worked" as rates
8 are not listed on paystubs.

9 42. Upon Plaintiff's separation, Defendants failed to pay Plaintiff his accrued sick time
10 pay. Defendants did not pay Plaintiff his accrued sick days, despite Plaintiff not using his earned
11 sick time.

12 43. On information and belief, Defendants also required Plaintiff and Aggrieved
13 Employees to work off-the-clock. For instance, Plaintiff, and on information and belief Class
14 Members, would receive phone calls from management and co-workers to discuss work related
15 issues, while off-the-clock. Plaintiff and Class Members were not compensated for this off-the-
16 clock work.

17 44. On information and belief, Defendants also required Plaintiff and Class Members
18 to work-off-the clock for Crisis Intervention training that took place for two days, 8 hours each,
19 while off-the-clock. Plaintiff and Class Members were not compensated for their time spent doing
20 their required training.

21 45. Further, Plaintiff is informed and believes that Plaintiff and Aggrieved Employees
22 were not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-
23 the-clock work performed. For instance, Plaintiff would conduct pre-shift activities as Plaintiff
24 would arrive early to his shift to receive a "pass down" from the prior caregiver, while off-the-
25 clock prior to clocking in. When Plaintiff attempted to clock in for this time spent, Defendants
26 would shave Plaintiff's time to the scheduled shift start time.

27 46. During the relevant time frame, Defendants shaved Plaintiff's and on information
28 and belief Class Members' time. For instance, Plaintiff clocked in for his scheduled shift via an

1 application required by Defendants on his personal cell phone called Dayforce. The timeclock
2 automatically recorded Plaintiff's time to the minute. Despite clocking in early for his shifts,
3 management for Defendants would alter and change his time, shaving the time to his exact
4 scheduled start time. Over time, this resulted in an underpayment of minimum and overtime
5 wages. Plaintiff's time would be changed regardless of when he actually clocked in or out. On
6 information and belief, Defendants failed to properly compensate Plaintiff and Class Members by
7 impermissibly rounding down and/or failing to round up Plaintiff's pay.

8 47. At all times relevant, Defendants implemented a rounding system, which over time
9 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

10 48. Upon Plaintiff's separation, Defendants failed to pay Plaintiff his vested vacation
11 pay. Defendants did not pay Plaintiff his accrued vacation days, despite Plaintiff not using his
12 earned vacation time.

13 49. On information and belief, during the relevant time frame, Defendants failed to
14 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
15 the use of personal cell phones. Plaintiff was required to download work related applications on
16 his personal cell phone in addition to using his cell phone to communicate with Defendants. Such
17 business expenditures incurred were incurred in direct consequence of Plaintiff's and Aggrieved
18 Employees' duties pursuant to Labor Code § 2802.

19 50. Defendants also failed to adequately reimburse Plaintiff and Aggrieved Employees
20 for business expenses for mileage incurred for use of their personal vehicles to transport patients
21 wherever they needed to go. Defendants failed to pay the required IRS standard mileage rate.

22 51. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
24 thereof for resignations without prior notice as the case may be) they had a duty to accurately
25 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
26 meal and rest period premiums, and that Defendants had the financial ability to pay such
27 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
28 because of the above-specified violations.

52. Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to provide accurate itemized wage statements;

(e) failing to timely pay Plaintiff and Aggrieved Employees;

(f) failing to pay vested vacation pay;

(g) failing to reimburse necessary business expenses; and

(h) conducting and engaging in unfair business practices.

53. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

54. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

1 55. On September 13, 2024, Plaintiff complied with notice requirements pursuant to
2 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
3 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
4 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
5 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
6 representative capacity. The substance and violations set forth in this Complaint of which the
7 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
8 Action Complaint to the LWDA.

9 56. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
10 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
11 Employees of Defendants.

12 57. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
13 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
14 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,
15 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage
16 Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

17 58. At all times relevant, Plaintiff and all other aggrieved employees regularly
18 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
19 rest break requirements of the applicable IWC wage order and the Labor Code.

20 59. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
21 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
22 aggrieved Employees to work off-the-clock as outlined above.

23 60. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
24 overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and
25 other forms of remuneration as described above into the regular rate of pay for overtime
26 calculation purposes. Defendants further failed to accurately pay overtime wages due to
27 Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.
28 Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt

1 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
2 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
3 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
4 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for
5 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
6 seventh day of work in a particular work week.

7 61. Defendants failed to provide Plaintiff and all other aggrieved employees
8 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
9 and enforced policies of on duty meal period practices which required employees to work during
10 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
11 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
12 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
13 time of trial.

14 62. Plaintiff, and on information and belief, all aggrieved employees, were
15 systematically not permitted or authorized to take ten minute rest periods for every four hours
16 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
17 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
18 hour of wages for every day in which a rest period was missed or untimely as a result of
19 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
20 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
21 Employees, and by failing to provide compensation for such non-provided or shortened rest
22 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
23 226.7, 512 and the applicable IWC Wage Order.

24 63. Defendants also willfully violated Labor Code sections 201-203 by failing to
25 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
26 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
27 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
28 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay

1 the subject employee's wages until the back wages are paid in full or an action is commenced.
2 The penalty cannot exceed 30 days of wages.

3 64. Plaintiff and all other aggrieved employees who were separated from employment
4 are entitled to compensation for all forms of wages earned, including but not limited to
5 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
6 have not received such compensation, therefore entitling them to penalties under PAGA for
7 violations of Labor Code sections 201-203.

8 65. On information and belief, Defendants willfully failed to pay all wages due and
9 owing upon separation from employment. These wages include but are not limited to regular and
10 overtime wages, and meal and rest period premiums.

11 66. On information and belief, Defendants willfully failed to pay all wages due and
12 owing upon separation from employment. These wages include minimum and overtime wages.

13 67. On information and belief, Defendants failed to provide accurate itemized wage
14 statements which failed to include the rate of pay and total hours worked per pay period, failed to
15 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
16 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
17 to Labor Code section 226(a).

18 68. Defendants have failed to accurately record all time worked.

19 69. Defendants have also failed to pay vested vacation pay.

20 70. Defendants have also failed to accurately record the meal and rest period premiums
21 owed and all wages owed per pay period.

22 71. Plaintiff and aggrieved Employees have been injured as they were unable to
23 determine whether they had been paid correctly for all hours worked per pay period among other
24 things.

25 72. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
26 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
27 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
28 for each violation in a subsequent citation, for which the employer fails to provide the employee a

1 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

2 73. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
3 Employees for business expenses incurred as described above. Labor Code § 2802 requires
4 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
5 direct consequences of the discharge of his or her duties. Despite these realities of the job,
6 Defendants failed to provide reimbursements.

7 74. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
8 implied, made by any employee to waive the benefits of this article or any part thereof is null and
9 void, and this article shall not deprive any employee or his or her personal representative of any
10 right or remedy to which he is entitled under the laws of this State.

11 75. Labor Code section 1197 makes it unlawful to pay an employee less than the
12 minimum wage as established by the Industrial Welfare Commission.

13 76. Labor Code section 1198 provides that the maximum hours of work and the
14 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
15 standard conditions of labor by the commission shall be the maximum hours of work and the
16 standard conditions of labor for employees. The employment of any employee for longer hours
17 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

18 a. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

19 b. In relevant part, Section 5 of the applicable wage order provides:

20 (A) Each workday an employee is required to report for work and does report,
21 but is not put to work or is furnished less than half said employee’s usual or scheduled
22 day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in
no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular
rate of pay, which shall not be less than the minimum wage.

23 c. Defendants failed to pay reporting time wages. In particular, Plaintiff and the
24 Aggrieved Employees were forced to report to work and were furnished with less
than half the employee’s usual or scheduled day’s work.

25 77. In fact, Plaintiff and Aggrieved Employees reported to work at Defendant’s
26 direction, and then were sent home – without the legal compensation. By failure to pay hourly
27 wages for reporting time, Defendants willfully violated Labor Code sections 1194, 1197, 1198,
28 and IWC Wage Orders 1.

78. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

79. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

80. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: November 21, 2024

JAMES HAWKINS, APLC

By:

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.
Attorneys for Plaintiff DARRIEN PORCHIA
on behalf of the general public as private
attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

September 13, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

REDWOOD FAMILY CARE NETWORK, INC.
Agent for Service of Process:
CSC – LAWYERS INCORPORATING SERVICE
Becky DeGeorge
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Receipt No.: 9589 0710 5270 1738 0507 22

Via Certified Mail

PEOPLE'S CARE CENTRAL VALLEY, LLC
Agent for Service of Process:
Matt David Cottrell
13920 City Center Drive, Suite 290
Chino Hills, CA 91709
Receipt No.: 9589 0710 5270 1738 0507 39

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

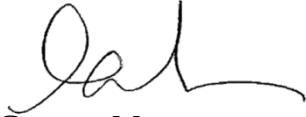
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff DARRIEN PORCHIA, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, REDWOOD FAMILY CARE NETWORK, INC., and PEOPLE'S CARE CENTRAL VALLEY, LLC through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Tulare County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint