

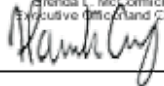
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ANA ARECHIGA

ELECTRONICALLY FILED
Superior Court of California
County of Ventura

12/18/2024

Arenda L. McCormick
Executive Officer and Clerk

By:  Deputy Clerk

Hannah Cressy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

ANA ARECHIGA, an individual, and in her
representative capacity on behalf of the State of
California and other Aggrieved Employees,

Plaintiff,

vs.

PARTNERS IN CARE HOME CARE INC., a
California Corporation; ANYSA M SOLIS, an
individual; and DOES 1-15

Defendants.

Case No. 2024CUOE034726

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF ANA ARECHIGA (“PLAINTIFF”), an individual, on behalf of herself and in
a representative capacity on behalf of the State of California, herself, and other AGGRIEVED
EMPLOYEES, defined below, against DEFENDANT PARTNERS IN CARE HOME CARE INC.,
a California Corporation, DEFENDANT ANYSA M SOLIS, an individual, and DOES 1-15
(“Defendant DOES”) (collectively “DEFENDANTS”), alleges on information and belief, except for
her own acts and knowledge which are based on personal knowledge, the following:

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I. INTRODUCTION

1. PLAINTIFF brings this action individually and as a representative action on behalf of the State of California and pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of herself and other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. Plaintiff seeks recovery of all individual damages in addition to all civil penalties permitted pursuant to California Labor Code § 2699, *et seq.*

3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws, including, *inter alia*:

- a. Misclassification of employees are independent contractors;
- b. Failure to provide rest periods;
- c. Failure to provide meal periods;
- d. Failure to pay minimum wages;
- e. Failure to pay overtime wages;
- f. Failure to pay wages when due;
- g. Failure to provide accurate itemized wage statements;
- h. Failure to reimburse business expenses;
- i. Failure to provide personnel and payroll file upon request;
- j. Failure to pay wages upon termination of employment.

4. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

II. PARTIES

5. PLAINTIFF ANA ARECHIGA (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Los Angeles County.

6. DEFENDANT PARTNERS IN CARE HOME CARE INC., a California Corporation, registered with the California Secretary of State as entity No. 4809072, that at all

1 relevant times mentioned herein conducted and continues to conduct substantial and regular
2 business throughout California.

3 7. Defendant ANYSA M. SOLIS is, on information and belief, a California resident
4 and does business in California. Defendant Anysa M. Solis is the Chief Executive Officer, Secretary,
5 Chief Financial Officer of Defendant Partners In Care Home Care Inc. On information and belief,
6 at all relevant times, Anysa M. Solis has been an owner, director, officer, or managing agent of
7 Defendant Partners In Care Home Care Inc.

8 8. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all
9 relevant times mentioned herein conducted and continue to conduct substantial and regular business
10 throughout California.

11 9. Each of the fictitiously named DEFENDANTS participated in the acts alleged in
12 this Complaint. The true names and capacities, whether individual, corporate, subsidiary,
13 partnership, associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently
14 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
15 pursuant to Cal. Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to
16 allege the true names and capacities of DOES 1 through 15, inclusive, when they are ascertained.
17 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the
18 DEFENDANTS named in this Complaint, including DOES 1 through 15, inclusive (hereinafter
19 collectively “DEFENDANTS”), are responsible in some manner for one or more of the events and
20 happenings that proximately caused the injuries and damages hereinafter alleged.

21 10. DEFENDANTS own, operate, and/or manage an in-home care and living assistance
22 services in an around Southern California including Los Angeles County.

23 11. DEFENDANTS employed PLAINTIFF between approximately 2021 and
24 September 2024 as an Elderly Healthcare provider paid on an hourly basis. At all times,
25 DEFENDANTS paid PLAINTIFF as an hourly independent contractor employee.

26 **III. PRIVATE ATTORNEYS GENERAL ACT AND DEFENDANTS’ LIABILITY**

27 12. PLAINTIFF brings the representative action on behalf of the State of California and
28 on behalf of all hourly non-exempt individuals who are or previously were employed by

1 DEFENDANTS, including those misclassified as independent contractors and performed work for
2 DEFENDANTS, in California who suffered one or more Labor Code violations enumerated in
3 Labor Code §§ 2698 et seq. (hereinafter “AGGRIEVED EMPLOYEES”) between October 9, 2023,
4 and the present (“PAGA PERIOD”).

5 13. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
6 § 2699(c) because she was employed by DEFENDANTS and suffered each of alleged Labor Code
7 violations committed by DEFENDANT.

8 14. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
9 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
10 and the applicable Industrial Welfare Commission Wage Order.

11 15. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
12 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
13 2699(a).)

14 16. Section 558 of the California Labor Code provides that “any employer *or other*
15 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
16 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
17 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

18 17. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
19 acting either individually or as an officer, agent, or employee of another person, who pays or causes
20 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
21 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

22 18. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
23 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
24 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
25 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
26 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
27 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
28 Cal.App.4th 1112, 1145-1146.

1 19. Section 558.1 of the California Labor Code provides that “any employer *or other*
2 *person acting* on behalf of an employer, who violates, *or causes to be violated*, any provision
3 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
4 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802,
5 may be held liable as the employer for such violation.” (*Lab. Code* § 558.1(a).) Section 558.1(b)
6 identifies the “other person acting on behalf of an employer” includes “owner, director, officer, or
7 managing agent” of the employer. (*Lab. Code* § 558.1(b).)

8 20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and
9 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
10 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
11 caused the complaints, injuries, and damages alleged herein.

12 21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and
13 each of them, are subject to liability for their failure to pay PLAINTIFF and other AGGRIEVED
14 EMPLOYEES the appropriate wages as complained of herein and proximately caused the
15 complaints, injuries, and damages alleged herein.

16 22. DEFENDANTS have been personally involved in the purported violations and/or
17 had sufficient participation in the employer, such that DEFENDANTS may be deemed to have
18 contributed to, and “caused” the labor code violations alleged.

19 23. At all relevant times, each DEFENDANT, whether named or fictitious, was the
20 agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating
21 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
22 ratified the acts of the other.

23 24. Each DEFENDANT, whether named or fictitious, exercised control over
24 PLAINTIFF’S and other AGGRIEVED EMPLOYEES’ wages, working hours, and/or working
25 conditions.

26 25. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
27 this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or
28 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

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1 33. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees
2 entitled to minimum wages, overtime wages, and meal and rest periods.

3 34. As a result of DEFENDANTS' misclassification practices, DEFENDANTS
4 consistently and routinely violated numerous provisions of California Labor Code and applicable
5 IWC Wage Order resulting in damage to PLAINTIFF and other AGGRIEVED EMPLOYEES.

6 B. Rest Period Violations

7 35. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
8 work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of
9 DEFENDANTS' policies and practices and the nature and constraints of the job duties.

10 36. Specifically, DEFENDANTS maintain a general practice to require PLAINTIFF and
11 other AGGRIEVED EMPLOYEES to provide in-home care for patients in 24 hour-shifts.
12 DEFENDANTS generally schedule PLAINTIFF and other AGGRIEVED EMPLOYEES to work
13 an entire shift alone. During this time, PLAINTIFF and other AGGRIEVED EMPLOYEES are
14 required to provide in-home and constant care to patients. As a result of these practices and the
15 nature and constraints of the position, PLAINTIFF is unable to take any ten (10) minute rest periods.

16 37. Further, for the same reasons DEFENDANTS denied PLAINTIFF and other
17 AGGRIEVED EMPLOYEES their first rest periods of at least ten (10) minutes for shifts worked of
18 at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for shifts
19 worked of between six (6) and eight (8) hours, a first, second, and third rest period for shifts worked
20 of between ten (10) hours to fourteen (14) hours, a first, second, third, and fourth rest period for shifts
21 worked of between fourteen (14) hours to eighteen (18) hours, and a first, second, third, fourth, and
22 fifth rest period for shifts worked in excess of eighteen (18) hours.

23 38. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
24 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
25 were denied their proper rest periods by DEFENDANTS.

26 39. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
27 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
28 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the

1 employee's regular rate of compensation for each workday the rest period is not provided. During
2 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
3 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
4 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
5 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
6 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
7 PLAINTIFF and other AGGRIEVED EMPLOYEES the rest premiums owed.

8 C. Meal Period Violations

9 40. DEFENDANTS require PLAINTIFF and other AGGRIEVED EMPLOYEES to
10 work during the meal break during what is scheduled to be PLAINTIFF'S and other AGGRIEVED
11 EMPLOYEES' off-duty meal break.

12 41. Specifically and similarly to rest periods, DEFENDANTS schedule PLAINTIFF and
13 other AGGRIEVED EMPLOYEES to work shifts in-home and by themselves. As a result, there is
14 no employee to relieve PLAINTIFF and other AGGRIEVED EMPLOYEES in order to fully relieve
15 these employees for their meal periods. In practice, PLAINTIFF is required to take her meal period
16 when her patient is eating and typically must assist the patient with eating while eating her own
17 food. As a result, DEFENDANTS do not fully relieve PLAINTIFF for her meal period.

18 42. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
19 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
20 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
21 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
22 employee's regular rate of compensation. DEFENDANTS must also provide meal periods of not
23 less than thirty (30) minute periods for each work period between ten (10) and fifteen (15) hours,
24 another meal periods of not less than thirty (30) minute periods for each work period between fifteen
25 (15) and twenty (20) hours, and another meal period for each work period worked in excess of
26 twenty (20) hours.

27 43. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to
28 work during what was scheduled to be off-duty meal period. Specifically, DEFENDANTS required

1 PLAINTIFF and other AGGRIEVED EMPLOYEES to remain on the premises and assist their
2 patient during what is scheduled to be an uninterrupted meal period.

3 44. As a result of DEFENDANTS' policies and practices, PLAINTIFF and other
4 AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty meal periods and were
5 not fully relieved of duty for their meal period. Therefore, PLAINTIFF and other AGGRIEVED
6 EMPLOYEES forfeited their meal periods without compensation at the applicable wage and rates.
7 DEFENDANTS had, and may continue to practice, a uniform policy to not pay PLAINTIFF and
8 other AGGRIEVED EMPLOYEES meal premiums.

9 45. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
10 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
11 meal break. DEFENDANTS do not have a written agreement with PLAINTIFF and the
12 AGGRIEVED EMPLOYEES for a paid "on-duty" meal period. DEFENDANTS therefore required
13 PLAINTIFF and other AGGRIEVED EMPLOYEES to forfeit meal breaks without additional
14 compensation and in accordance with DEFENDANTS' policies and practices.

15 D. Failure to Reimburse

16 46. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
17 EMPLOYEES for use of personal cell phones and personal vehicle as a direct consequence of
18 discharging work duties.

19 47. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
20 use text messages to direct employees on their schedule and assigned patients.

21 48. DEFENDANTS failed to provide employees with a designated work phone and
22 failed to provide employees reimbursement for the cost of their phone.

23 49. DEFENDANTS additionally required PLAINTIFF and other AGGRIEVED
24 EMPLOYEES to use their personal vehicles and drive to multiple locations for work assignments
25 in one given shift. In these instances, DEFENDANTS failed to provide any mileage reimbursement
26 or gas reimbursement.

27 50. DEFENDANTS shifted the costs associated with running a business onto
28 PLAINTIFF and other AGGRIEVED EMPLOYEES.

1 E. Unpaid Minimum and Overtime Wages

2 51. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
3 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

4 52. DEFENDANTS misclassified PLAINTIFF and other AGGRIEVED EMPLOYEES
5 as independent contractors and provided payment of all hours worked at the same hourly rate.
6 Consequently, DEFENDANTS failed to provide *any* overtime wages to PLAINTIFF and other
7 AGGRIEVED EMPLOYEES for work performed in excess of eight (8) hours per day and forty (40)
8 hours per week.

9 53. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
10 subject to the requirements of the California Labor Code.

11 54. DEFENDANTS' policies and practices deprived PLAINTIFF and other
12 AGGRIEVED EMPLOYEES of all minimum wages including all overtime and double overtime
13 wages owed for the undercompensated work performed.

14 55. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
15 them for all hours worked at DEFENDANTS' direction, control and benefit for the
16 undercompensated time worked. DEFENDANTS have a uniform policy and practice to not pay
17 PLAINTIFF and other AGGRIEVED EMPLOYEES appropriate wages for all hours worked in
18 accordance with applicable law.

19 56. Moreover, as a result, DEFENDANTS fail to provide PLAINTIFF and other
20 AGGRIEVED EMPLOYEES with a paystub that complied with Cal. Lab. Code § 226 and did not
21 maintain accurate payroll and timekeeping records.

22 F. Violations for Untimely Payment of Wages

23 57. Pursuant to California Labor Code section 204, PLAINTIFF and other
24 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.

25 58. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
26 pay PLAINTIFF and other AGGRIEVED EMPLOYEES all meal and rest premiums within the
27 permissible time period and on days designated in advance by the employer as regular payday.
28

1 59. As a result, DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED
2 EMPLOYEES all earned wages in violation of Labor Code § 204.

3 60. To the extent wages are deemed to be owed to PLAINTIFF and other
4 AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS conduct
5 violations Labor Code sections 201 and/or 202, and therefore PLAINTIFF and other AGGRIEVED
6 EMPLOYEES are entitled to waiting time penalties under Labor Code section 203, which penalties
7 are sought herein on behalf of the PLAINTIFF and other AGGRIEVED EMPLOYEES.
8 DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good faith. Further,
9 PLAINTIFF is entitled to seek and recover statutory costs.

10 G. Inaccurate Itemized Wage Statements

11 61. California Labor Code Section 226 requires an employer to furnish its employees an
12 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
13 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
14 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
15 employee and only the last four digits of the employee's social security number or an employee
16 identification number other than a social security number, (8) the name and address of the legal
17 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee.

19 62. During PLAINTIFF'S employment and during the PAGA period, DEFENDANTS
20 failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with any itemized wage
21 statements. DEFENDANTS used a mobile application, Zelle, to compensate employees their
22 paycheck amount. This method of compensation did not provide employees with an account of all
23 hours worked, all applicable hourly rates in effect during the pay period, and the corresponding
24 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal
25 and rest periods. Further, DEFENDANTS failed to identify the correct employer entity on Plaintiff's
26 1099-NEC Form thereby making it difficult for PLAINTIFF and other AGGRIEVED
27 EMPLOYEES to identify the correct employer entity.

28 63. DEFENDANTS failed to keep, maintain, and store accurate payroll records in

1 violation of Cal. Lab. Code §1174.5 and failed to provide wage statements that comply with Cal.
2 Lab. Code § 226. Further, DEFENDANTS' violations are knowing and intentional, and were not
3 isolated or due to an unintentional payroll error due to clerical or inadvertent mistake.

4 64. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
5 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
6 from the wage statement alone the applicable hourly rate and the corresponding number of hours
7 worked at the applicable hourly rate for this remuneration.

8 65. Further, DEFENDANTS failed to provide PLAINTIFF with her payroll and
9 personnel record when requested.

10 VI. CAUSES OF ACTION

11 FIRST CAUSE OF ACTION

12 For Failure to Provide Rest Periods
13 (Cal. Lab. Code §§ 226.7 & 512)
(Plaintiff Against All DEFENDANTS)

14 66. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
15 every allegation set forth above.

16 67. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
17 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
18 These laws and regulations further entitle employees to be paid one additional hour of pay at their
19 regular rate of compensation for each day of denied rest period.

20 68. As alleged herein, as a result of the work schedules and staffing practices by
21 DEFENDANTS, PLAINTIFF was denied her proper rest periods by DEFENDANTS.

22 69. PLAINTIFF was required to work in excess of four (4) hours without being provided
23 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied his first rest
24 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
25 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
26 of between six (6) and eight (8) hours, a first, second, and third rest period for shifts worked of
27 between ten (10) hours to fourteen (14) hours, a first, second, third, and forth rest period for shifts
28 worked of between fourteen (14) hours to eighteen (18) hours, and a first, second, third, fourth, and

1 fifth rest period for shifts worked in excess of eighteen (18) hours. PLAINTIFF was also not
2 provided with one-hour wages in lieu thereof.

3 70. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
4 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
5 accordance with the applicable Wage Order, one additional hour of compensation at each
6 employee's regular rate of pay for each workday that rest period was not provided.

7 71. As a proximate result of the aforementioned violations, PLAINTIFF has been
8 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
9 penalties, expenses and costs of suit.

10 **SECOND CAUSE OF ACTION**

11 For Failure to Provide Meal Periods

12 (Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against All DEFENDANTS)

13 72. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
14 every allegation set forth above.

15 73. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
16 DEFENDANTS to provide employees with all meal periods specified in the applicable Wage Order.
17 These laws and regulations further entitle employees to be paid one additional hour of pay at their
18 regular rate of compensation for each day of denied meal period.

19 74. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
20 PLAINTIFF as required by the applicable Wage Order and Labor Code. As a result of
21 DEFENDANTS policies and practices, PLAINTIFF was not fully relieved of duty by
22 DEFENDANT for her meal periods.

23 75. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
24 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
25 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
26 employee's regular rate of pay for each workday that a meal period was not provided.

27 76. As a proximate result of the aforementioned violations, PLAINTIFF has been
28 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,

1 penalties, expenses and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 For Failure to Reimburse Business Expenses

4 (Cal. Lab. Code §§ 2802)

(Plaintiff Against ALL DEFENDANTS)

5 77. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 78. Pursuant to California Labor Code section 2802, DEFENDANTS are required to
8 indemnify PLAINTIFF for the expenses and losses incurred during the performance of
9 PLAINTIFF'S job duties. The purpose of this statute is to prevent employers from passing their
10 operating expenses on to their employees.

11 79. DEFENDANTS required PLAINTIFF to use her personal cell phones to discharge
12 work duties but failed to reimburse PLAINTIFF for the use or cost of their cell phones.
13 DEFENDANTS additionally required PLAINTIFF to use her personal vehicle to drive between
14 various locations to report to different patients in a single shift. In these instances, DEFENDANTS
15 did not provide any mileage reimbursement or gas reimbursement to PLAINTIFF.

16 80. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse
17 PLAINTIFF for necessary business expenditures for use of her personal cell phone and use of her
18 personal vehicle.

19 81. DEFENDANTS sought to pay their own pockets at the expense of their employees,
20 and instead of compensating their employees for the necessary business costs, the employer passed
21 on its costs to its employees.

22 82. DEFENDANTS intentionally failed to reimburse its employees for the actual
23 expenses incurred and thereby increased its own profits to the detriment of its employees.

24 83. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
25 reasonable attorneys' fees, and costs, and statutory and civil penalties as provided by the Labor Code
26 in an amount to be proven.

27 84. Interest accrues from the date the employee incurred the necessary expenditure or
28 loss.

1 **FOURTH CAUSE OF ACTION**

2 For Failure to Pay Minimum Wages

3 (Cal. Lab. Code § 1194, 1194.2, 1197& 1197.1, 218.5, 218.6)

4 (Plaintiff Against All DEFENDANTS)

5 85. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

6 86. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay minimum wages to PLAINTIFF.

7 87. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit. Cal. Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to the unpaid minimum wages according to proof at trial.

8 88. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF as an independent contractor and consequently underpaying PLAINTIFF for wages, including all minimum and overtime wages. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all hours worked and therefore did not receive minimum wage for all hours worked as required by Cal. Lab. Code § 1197.

9 89. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, as a result of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF in regard to minimum wages.

10 90. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

11 91. PLAINTIFF was paid less for time worked than PLAINTIFF was entitled to, constituting a failure to pay all earned wages.

12 92. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF has suffered and will continue to suffer an economic injury including the use and

1 enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which
2 are presently unknown, and which will be ascertained according to proof at trial.

3 93. DEFENDANTS knew or should have known that PLAINTIFF was under-
4 compensated for PLAINTIFF'S time worked. DEFENDANTS systematically elected, either
5 through intentional malfeasance or gross nonfeasance, to not pay PLAINTIFF appropriate wages
6 for their labor as a matter of uniform corporate policy, practice and procedure, and DEFENDANTS
7 perpetrated this systematic scheme by refusing to pay PLAINTIFF the correct wages for their time
8 worked.

9 94. DEFENDANTS maintained a uniform wage practice of not only paying PLAINTIFF
10 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
11 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
12 due to PLAINTIFF.

13 95. In performing the acts and practices herein alleged in violation of California labor
14 laws, and refusing to compensate PLAINTIFF for all time worked and provide the requisite
15 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
16 maliciously toward PLAINTIFF with a conscious disregard for PLAINTIFF'S legal rights, or the
17 consequences to PLAINTIFF, and with the intent of depriving PLAINTIFF of PLAINTIFF'S
18 property and legal rights, and otherwise causing injury in order to increase company profits at the
19 expense of this employee.

20 96. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
21 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
22 in a sum as provided by the California Labor Code and/or other applicable statutes.

23 **FIFTH CAUSE OF ACTION**

24 For Failure to Pay Overtime Compensation
25 (Cal. Lab. Code §§ 558, 510, 1194, 1198)
(Plaintiff Against All DEFENDANTS)

26 97. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
27 every allegation set forth above.

28 98. Labor Code section 558 provides for a civil penalty to be assessed against any

1 employer or other person acting on behalf of an employer who fails to compensate employees at the
2 statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40
3 hours in any workweek or who fails to compensate employees at the statutory double time rates for
4 any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day
5 of a workweek.

6 99. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
8 § 1198 further states that the employment of an employee for longer hours than those fixed by the
9 Industrial Welfare Commission is unlawful.

10 100. Pursuant to Labor Code section 558, PLAINTIFF is entitled to recover a penalty of
11 \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in
12 excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure
13 to compensate employees at the statutory double time rates for any work in excess of twelve hours
14 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to
15 compensate employees at the statutory overtime rate for any work in excess of eight hours in one
16 day or any work in excess of 40 hours in any workweek in addition to any underpaid wages.

17 101. DEFENDANTS routinely and systematically failed to properly record accurate time
18 records for each employee showing when each employee began and ended each work period,
19 including overtime and double time worked by PLAINTIFF. By failing to properly record hours
20 DEFENDANTS routinely and systematically failed to compensate employees at the statutory
21 overtime rate for any work in excess of eight hours in one day or any work in excess of 40 hours in
22 any workweek as required by Labor Code section 510 and Section 3 of the applicable Wage Order.

23 102. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
24 to perform work for DEFENDANTS and was not paid for all the time worked, which included
25 overtime wages.

26 103. As a proximate result of DEFENDANTS' failure to pay overtime wages as alleged
27 above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section 558 as
28 may be established according to proof at trial.

1 104. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to other AGGRIEVED EMPLOYEES as a whole, as a result of
3 implementing a uniform policy and practice that failed to accurately record overtime worked by
4 PLAINTIFF and denied accurate compensation to PLAINTIFF for overtime worked, including, the
5 overtime work performed in excess of eight (8) hours in a workday, and/or forty (40) hours in any
6 workweek.

7 105. As a proximate result of DEFENDANTS' failure to pay overtime wages as alleged
8 above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section 558 as
9 may be established according to proof at trial.

10 106. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
11 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
12 requirements and other applicable laws and regulations.

13 107. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
14 PLAINTIFF did not receive the correct overtime compensation for his time worked for
15 DEFENDANTS.

16 108. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
17 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
18 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
19 agreement that would preclude the causes of action contained herein this Complaint.

20 109. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
21 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
22 and will continue to suffer an economic injury in amounts which are presently unknown to him, and
23 which will be ascertained according to proof at trial.

24 110. DEFENDANTS knew or should have known that PLAINTIFF was under
25 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
26 malfeasance or gross nonfeasance, to not pay him for labor as a matter of uniform company policy,
27 practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
28 PLAINTIFF the correct overtime wages for their overtime worked.

111. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF with a conscious of and utter disregard for his legal rights, or the consequences to him, and with the despicable intent of depriving him of his property and legal rights, and otherwise causing him injury in order to increase company profits at the expense of these employees.

112. Therefore, PLAINTIFF request recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate, Itemized Wage Statements

(Cal. Lab. Code §§ 226; 226.3; 1174.5)

(Plaintiff Against All DEFENDANTS)

113. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

114. Labor Code section 226 requires defendants to provide employees an accurate itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her or his social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked

115. DEFENDANTS failed to provide any wage statement in writing to PLAINTIFF that properly and accurately itemizes all wages, missed meal and rest periods, applicable hourly wages in effect, and reporting time wages owed to PLAINTIFF and thereby also failed to set forth the correct wages earned by the employees.

116. DEFENDANTS knowingly and intentionally failed to comply with Labor Code section 226(a) on each and every wage statement that they provided to PLAINTIFF.

117. By failing to keep adequate records, as required by Labor Code sections 226 and

1 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the
2 minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

3 118. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
4 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

5 **SEVENTH CAUSE OF ACTION**

6 For Failure To Pay All Earned Wages

7 (Cal. Lab. Code § 204, 210)

8 (Plaintiff Against All DEFENDANTS)

9 119. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
every allegation set forth above.

10 120. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned
11 by any person in any employment are due and payable twice during each calendar month, on days
12 designated in advance by the employer as the regular paydays.”

13 121. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS did
14 not pay PLAINTIFF all earned wages, including regular and/or overtime wages, and meal and rest
15 premiums, on regularly established paydays.

16 122. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
17 refused to perform their obligations to compensate their employees for all wages earned.

18 123. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
19 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
20 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
21 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
22 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
23 wages.

24 124. As a direct and proximate result of DEFENDANTS’ conduct in violation of Labor
25 Code section 204 as alleged above, DEFENDANTS’ employees have suffered, and continue to
26 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
27 damage in amounts according to proof at trial.

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1 **EIGHT CAUSE OF ACTION**

2 For Failure to Pay Wages Upon Termination

3 (Cal. Lab. Code § 201, 202, 203)

4 (Plaintiff Against All DEFENDANTS)

5 125. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
6 every allegation set forth above.

7 126. If an employer willfully fails to pay, without abatement or reduction, in accordance
8 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
9 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
10 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
11 Lab. Code § 203).

12 127. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages earned
13 including minimum and overtime wages, and all premiums due for missed meal breaks and missed
14 rest breaks and DEFENDANTS have failed to pay any penalty wages owed under California Labor
15 Code section 203.

16 128. Additionally, DEFENDANTS terminated PLAINTIFF and have not tendered
17 payment of wages to PLAINTIFF who was underpaid for minimum wage, and/or missed meal and
18 rest breaks, as required by law.

19 129. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
20 governing the wages of PLAINTIFF as described in the causes of action above.

21 130. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself whose
22 employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not
23 paying all wages due at time of termination and demand an accounting and payment of all wages
24 due, plus interest and statutory costs as allowed by law.

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131. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

- a. Misclassification of employees as independent contractors in violation of Labor Code sections 226.8, 2753, and 2275, and applicable IWC Wage Orders;
- b. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7 and 512;
- c. For failing to compensate employees who were not provided a meal period in violation of Labor Code Section 226.7 and 512;
- d. For failing to pay all minimum wages, in violation of Labor Code sections 1194, 1194.2, 1197.1, 218.5, and 218.6;
- e. For failing to provide employees who worked more than eight (8) hours per workday and more than forty (40) hours per workweek additional compensation beyond their regular wages in violation of Labor Code Section 510, 558, 1194, and 1198.
- f. For failing to pay all wages, in violation of Labor Code sections 204 and 210;
- g. For failing to pay wages upon termination, in violation of Labor Code sections 201, 202, and 203;
- h. For failing to maintain and for failing to provide accurate, itemized wage statements required by Labor Code Section 226, 226.3;
- i. For failing to reimburse employees for business-related expenses in violation of Labor Code section 2802;

- 1 j. For failing to maintain accurate records in violation of Labor Code Section 1174.5.
2 k. For failing to provide personnel and payroll file upon request in violation of Labor
3 Code Section Labor Code Section 1198.5 and 226(b).

4 133. The above-referenced civil penalties shall include the recovery of amounts specified
5 in the applicable sections of the Labor Code, and if not specifically provided, those under section
6 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R.
7 section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
8 226.8, 510, 512, 515, 558, 1174.5, 1194, 1194.2, 1197.1, 1198, 1199, 2275, 2753, 2802, and 2699,
9 subdivisions (a) and (f).

10 134. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
11 consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's
12 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
13 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,
14 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

15 **DEMAND FOR RELIEF**

16 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
17 severally, as follows:

18 1. On behalf of the PLAINTIFF:

19 A. Compensatory damages, according to proof at trial, including unpaid wages, due to
20 PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

21 B. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
22 applicable IWC Wage Order;

23 C. The wages of Plaintiff as a penalty from the due date thereof at the same rate until
24 paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

25 D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
28 an award of costs for violation of Cal. Lab. Code § 226.

1 E. One hundred dollars (\$100) for the initial pay period in which Defendants
2 intentionally failed to pay minimum wages per employee per pay period and two hundred fifty
3 dollars (\$250) per employee per pay period for each violation in a subsequent pay period for
4 violation of Cal. Lab. Code § 1197 and 1197.1

5 F. The amount of the expenses PLAINTIFFS incurred in the course of her job duties,
6 plus interest, and costs of suit.

7 G. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

8 H. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
9 unpaid minimum wages according to proof at trial;

10 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

11 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
12 General Act of 2004;

13 3. On all claims:

14 A. An award of interest, including prejudgment interest at the legal rate;

15 B. Such other and further relief as the Court deems just and equitable; and

16 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

17 DATED: December 18, 2024

Respectfully submitted,

18 **EMRAN LAW**

19
20 By: Harris Emran

21 Harris Emran

22 Attorney for PLAINTIFF and OTHER
23 AGGRIEVED EMPLOYEES
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: December 18, 2024

EMRAN LAW

By: *Harris Emran*
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES