

Daniel Ginzburg (327338)
dan@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
03/05/2025 at 08:53:36 PM
By: Mariana Gutierrez, Deputy Clerk

Attorneys for Plaintiff PATRICIA JAZMIN LOPEZ,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF IMPERIAL

PATRICIA JAZMIN LOPEZ, individually and
on behalf of all others similarly situated,

Plaintiff(s),

v.

IMPERIAL CARE LLC; and DOES 1 through
100,

Defendant(s).

Case No. ECU003991

COMPLAINT

- 1. Failure to Provide Compliant Meal Breaks**
- 2. Failure to Provide Complaint Rest Breaks**
- 3. Failure to Reimburse Work-Related Expenses**
- 4. Wage Statement Violation**
- 5. Violation of Unfair Competition**
- 6. Private Attorneys General Act**
- 7. Pregnancy Discrimination**
- 8. Failure to Accommodate**
- 9. Failure to Engage in Interactive Process**
- 10. Retaliation**
- 11. Retaliation for Requesting Accommodation**

RELEVANT PARTIES

1. Plaintiff PATRICIA JAZMIN LOPEZ ("Plaintiff") is an adult resident of Imperial County, California, and was at all times relevant residing in Imperial County, California.
2. Defendant IMPERIAL CARE LLC ("Defendant") is a [California corporation] with its principal place of business located in San Diego County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California.

1 All acts and omissions of Defendant employees as alleged herein occurred while they were acting
2 within the course and scope of their employment.

3 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as “Defendants”.

11 **JURISDICTION AND VENUE**

12 4. This action is properly filed in Imperial County because the acts and omissions that give rise
13 to Plaintiff’s claims took place in Imperial County, and Defendants transact substantial business in
14 this County.

15 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
16 alleged herein occurred in Imperial County, California and Plaintiff suffered damages from such
17 conduct within Imperial County, California.

18 **FACTUAL ALLEGATIONS**

19 6. At all times relevant, Plaintiff was Defendants’ employee.

20 7. Plaintiff was employed by Defendants from March 2022 until April 3rd 2024.

21 8. Plaintiff notified her team leader Paola of her pregnancy and began experiencing morning
22 sickness.

23 9. Despite medical issues related to pregnancy, supervisors gave Plaintiff write-ups and
24 verbal warnings for being late or sick at work.

25 10. After informing Defendants of her pregnancy, Plaintiff was denied a pay raise and docked
26 her pay without notice. After complaining about her pay being docked without notice, Plaintiff
27 began experiencing increased harassment.

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1 11. Plaintiff's supervisor Arlette Torres repeatedly issued verbal warnings and write-ups for
2 being "too slow" despite Plaintiff explaining her pregnancy-related conditions.

3 12. Plaintiff reported the harassment to HR and administrators regarding the retaliatory write-
4 ups, but the conduct continued.

5 13. In March 2024, Plaintiff formally requested accommodations from her new director of
6 nurses, Suzanne.

7 14. Plaintiff submitted accommodation requests verbally, through text, and through paper
8 documentation.

9 15. Plaintiff requested help with patient transfers, lifting and a place where she can sit. All of the
10 requests were summarily denied without an interactive process.

11 16. Specifically, Defendant's director of nurses Suzanne stated they would not accommodate
12 pregnancy-related issues.

13 17. The plaintiff was not even allowed to sit down as needed during her pregnancy.

14 18. Rather than engaging in discussion about possible accommodations, Defendant insisted
15 Plaintiff take early maternity leave at 5.5 months pregnant.

16 19. Defendant failed to explore alternative accommodations and threatened Plaintiff's job
17 security if she needed additional time beyond the provided maternity leave.

18 20. Defendants failed to provide Plaintiff with compliant meal breaks because breaks were often
19 interrupted. Further, no second meal break was provided for 10-hour shifts. Despite not being
20 provided with compliant meal breaks, Defendant did not pay premium pay for these missed breaks
21 at Plaintiff's regular rate of pay.

22 21. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were not
23 provided. Despite not being provided with compliant rest breaks, Defendant did not pay premium
24 pay for these missed breaks at Plaintiff's regular rate of pay.

25 22. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
26 required to purchase vital signs equipment in order to perform their work duties, but Defendants did
27 not reimburse Plaintiff for these expenses.

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23. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other things.

PAGA ALLEGATIONS

24. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

25. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

26. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

27. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

28. On November 15, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

29. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

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1 30. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants within one year prior to November 15, 2024,
3 through final disposition of this action.”

4 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

5 31. On March 4, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
6 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
7 Retaliation against Defendant. On March 4, 2025, the CCRD issued a Notice of Case Closure and
8 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
9 order to enforce their rights under FEHA.

10 32. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
11 prerequisite to filing this action.

12 **FIRST CAUSE OF ACTION**

13 **Failure to Provide Compliant Meal Periods**

14 **By Plaintiff Against All Defendants**

15 33. Plaintiff incorporates by reference the paragraphs above.

16 34. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
17 employee for a work period of more than five hours per day without providing the employee with a
18 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
19 without providing the employee with a second meal period of not less than 30 minutes”.

20 35. An employer provides compliant meal breaks to its employees “if it relieves its employees
21 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
22 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
23 1004, 1040 (2012)).

24 36. Not only must an employer affirmatively relieve its employees of all duty during their meal
25 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
26 (*Brinker*, supra).

27 37. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

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1 38. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
2 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
3 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
4 11 Cal. 5th 858 (2021)).

5 39. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
6 break was missed.

7 40. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
8 penalties, attorney fees, and costs.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **By Plaintiff Against All Defendants**

12 41. Plaintiff incorporates by reference the paragraphs above.

13 42. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
14 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
15 per four hours or major fraction thereof.

16 43. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
17 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
18 5th 257, 269 (2016)).

19 44. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

20 45. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
21 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
22 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
23 11 Cal. 5th 858 (2021)).

24 46. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
25 break was missed.

26 47. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
27 penalties, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **Failure To Reimburse Work-Related Expenses**

3 **By Plaintiff Against All Defendants**

4 48. Plaintiff incorporates by reference the paragraphs above.

5 49. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 employee's discharge of his or her duties.

8 50. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

9 51. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
10 attorney fees, and costs.

11 **FOURTH CAUSE OF ACTION**

12 **Wage Statement Penalties**

13 **By Plaintiff Against All Defendants**

14 52. Plaintiff incorporates by reference the paragraphs above.

15 53. Labor Code section 226(a) requires employers to provide itemized wage statements to its
16 employees that identify accurate information regarding their compensation. Defendants, as a matter
17 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
18 statements to Plaintiff in violation of Labor Code section 226(a).

19 54. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
20 and incomplete.

21 55. Defendants knowingly and intentionally issued wage statements that were inaccurate and
22 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
23 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

24 56. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
25 costs.

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 57. Plaintiff incorporates by reference the paragraphs above.

5 58. Defendants' conduct described herein constitutes unfair competition.

6 59. Specifically, Defendants have gained an unfair advantage over other similarly situated
7 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
8 owed.

9 60. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

11 61. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **SIXTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

14 **By Plaintiff and the Aggrieved Employees Against All Defendants**

15 62. Plaintiff incorporates by reference the paragraphs above.

16 63. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
17 violation(s) of the Labor Code.

18 64. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

19 65. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
20 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
21 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

22 66. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
23 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
24 the penalties in Labor Code section 2699 apply.

25 67. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
26 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
27 and 2699 apply.

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1 68. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
2 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
3 apply.

4 69. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
5 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
6 the manner alleged herein.

7 70. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
8 to Labor Code section 2699(g).

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Government Code § 12940 et seq. – Pregnancy Discrimination**

11 **By Plaintiff Against All Defendants**

12 71. Plaintiff incorporates by reference the paragraphs above.

13 72. Government Code § 12940(a) prohibits an employer from discriminating against an
14 employee in compensation or in terms, conditions, or privileges of employment because of the
15 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
16 condition" or "sex."

17 73. During their employment with Defendants, Plaintiff was subjected to pregnancy
18 discrimination.

19 74. Plaintiff was subjected to discrimination based on their pregnancy (described supra).

20 75. Plaintiff informed Defendants of her pregnancy. Thereafter, Plaintiff was denied a pay raise
21 and was continuously harassed at work.

22 76. Plaintiff requested accommodations for her pregnancy, but none were provided by
23 Defendants.

24 77. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
25 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
26 below.

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1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

3 **By Plaintiff Against All Defendants**

4 78. Plaintiff incorporates by reference the paragraphs above.

5 79. At all relevant times herein, Plaintiff was an individual with a disability as defined by
6 FEHA.

7 80. FEHA requires an employer to make reasonable accommodations for the known disabilities
8 of employees to enable them to perform a position's essential functions, unless doing so would
9 produce undue hardship to the employer's operations. Govt. Code §12940(m).

10 81. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
11 accommodations, as set forth herein.

12 82. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
13 with their disability.

14 83. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
15 required by law, to Plaintiff (described supra).

16 84. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
17 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
18 stated below.

19 **NINTH CAUSE OF ACTION**

20 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**

21 **Process**

22 **By Plaintiff Against All Defendants**

23 85. Plaintiff incorporates by reference the paragraphs above.

24 86. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

25 87. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
26 process with an employee to determine effective reasonable accommodations if an employee with a
27 disability so requests. The interactive process is the key mechanism for facilitating the integration of
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1 disabled employees in the workplace and liability may be imposed on the employer for failing to
2 engage in the process.

3 88. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
4 accommodations, as set forth herein.

5 89. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
6 with their disability.

7 90. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
8 engaged in unlawful employment practices when they failed and refused to engage in the interactive
9 process (described supra).

10 91. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
11 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
12 damage as stated below.

13 **TENTH CAUSE OF ACTION**

14 **Violation of California Government Code § 12940 (h) - Retaliation**

15 **By Plaintiff Against All Defendants**

16 92. Plaintiff incorporates by reference the paragraphs above.

17 93. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
18 employee who opposes or makes a complaint for practices forbidden by FEHA.

19 94. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

20 95. Defendants retaliated against Plaintiff in violation of California Government Code §
21 12940(h).

22 96. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
23 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

24 **ELEVENTH CAUSE OF ACTION**

25 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting** 26 **Accommodation**

27 **By Plaintiff Against All Defendants**

28 97. Plaintiff incorporates by reference the paragraphs above.

1 98. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
2 and each of them.

3 99. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
4 discriminating against a person for requesting accommodations, regardless of whether the request
5 was granted.

6 100. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
7 connection with their medical condition.

8 101. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
9 connection with their request for accommodations. Such violations were a proximate cause in
10 Plaintiff's damage as stated below.

11 **PRAYER FOR RELIEF**

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

13 **First Cause of Action**

- 14 1. Damages and/or penalties pursuant to Labor Code section 226.7
15 2. Interest
16 3. Attorneys' fees
17 4. Costs
18 5. Other relief the court deems proper

19 **Second Cause of Action**

- 20 1. Damages and/or penalties pursuant to Labor Code section 226.7
21 2. Interest
22 3. Attorneys' fees
23 4. Costs
24 5. Other relief the court deems proper

25 **Third Cause of Action**

- 26 1. Reimbursement of all work-related expenses
27 2. Attorneys' fees
28 3. Costs

1 4. Other relief the court deems proper

2 Fourth Cause of Action

3 1. Penalties pursuant to Labor Code section 226

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Fifth Cause of Action

8 1. Restitution of all wrongfully withheld wages

9 2. Attorneys' fees

10 3. Costs

11 4. Other relief the court deems proper

12 Sixth Cause of Action

13 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

14 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
15 violate the California Labor Code in the manner alleged herein

16 3. Attorneys' fees

17 4. Costs

18 5. Other relief the court deems proper

19 Seventh to Eleventh Cause of Action

20 1. Compensatory damages

21 2. Punitive damages

22 3. Attorneys' fees

23 4. Costs

24 5. Other relief the court deems proper

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DATED: March 5, 2025

FRONTIER LAW CENTER

/s/ Daniel Ginzburg

DANIEL GINZBURG

Attorney for Plaintiff
PATRICIA JAZMIN LOPEZ,
individually and on behalf of all others
similarly situated