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County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Tarasyuk, Deputy Clerk

6 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 ASSOCIATION OF INDEPENDENT  
13 JUDICIAL INTERPRETERS OF  
14 CALIFORNIA,

15 Plaintiff,

16 v.

17 ONE CALL CORPORATION dba ONE CALL,  
18 ONE CALL CARE MANAGEMENT, and/or  
19 ONE CALL CARE TRANSPORT &  
20 TRANSLATE; and DOES 1 through 25,  
21 inclusive,

22 Defendants.

Case No. **24STCV02594**

**COMPLAINT FOR VIOLATIONS OF  
BUS. & PROF. CODE §§17200 et seq.**

22 PETITIONER ASSOCIATION OF INDEPENDENT JUDICIAL INTERPRETERS OF  
23 CALIFORNIA (hereafter “AIJIC” or “the Association”), on behalf of themselves and their  
24 members, hereby allege:

25 **INTRODUCTION**

26 This lawsuit is brought pursuant to California’s Unfair Competition Law (hereafter  
27 “UCL”), Business & Professions Code sections 17200 et seq., to enjoin defendants from unlawful,  
28

1 fraudulent, and unfair business practices and false advertising. ONE CALL CORPORATION dba  
2 ONE CALL, ONE CALL CARE MANAGEMENT, and/or ONE CALL CARE TRANSPORT &  
3 TRANSLATE (hereafter “ONE CALL”) employs individuals and businesses that are  
4 impersonating certified court interpreters in California worker’s compensation cases, resulting in  
5 harm to workers alleging industrial injuries who cannot proficiently speak or understand English,  
6 employers entitled to information on worker claims, insurance companies that must assess worker  
7 claims, courts that must hear worker claims, attorneys who are entitled to information on worker  
8 claims, and certified court interpreters.

9 **PARTIES**

10 1. Plaintiff AIJIC is a nonprofit organization registered with the California Secretary  
11 of State, with its principal office located in Studio City, Los Angeles County, California. The  
12 Association educates the legal community and agencies regarding current laws governing court  
13 interpreters, particularly Government Code sections 68560.5 and 68561, which require certified  
14 interpreters to be used for civil, criminal, or juvenile proceedings. In addition, the Association  
15 represents the interests of independent court interpreters before the Judicial Council of California  
16 and other state entities to ensure that independent interpreters have a voice in matters that directly  
17 affect their profession, among other things.

18 2. As a direct result of ONE CALL’s violation of California law, Plaintiff has been  
19 required to expend resources to investigate and address defendants’ unlawful, fraudulent, and  
20 unfair business practices. Defendants’ actions frustrate AIJIC’s mission and divert limited  
21 resources and time from other important organizational activities. AIJIC’s losses include diverted  
22 directors’ and officers’ time and costs associated with AIJIC’s representation in communicating  
23 with ONE CALL about the results of its investigation.

24 3. Defendant ONE CALL is a corporation registered with the Florida Secretary of  
25 State, with its principal office located in Jacksonville, California. ONE CALL provides care  
26 coordination services to the workers’ compensation industry, which services include providing  
27 interpreters. Interpretation services are provided nationwide.

28 4. Plaintiff does not know the true names and capacities of the defendants named in  
this action as DOES 1-25, and therefore, sues them under fictitious names. Plaintiff will request

1 permission to amend this complaint or substitute the DOE defendants to state their true names and  
2 capacities when their identities are ascertained.

3 5. Plaintiff is informed and believes, and on that basis alleges, that at all times herein  
4 mentioned, each of the DOE defendants was the agent, servant, employee, and/or co-conspirator of  
5 ONE CALL, and, in doing the acts hereinafter alleged, was acting within the course and scope of  
6 their authority as such agent, servant, employee, and/or co-conspirator with the permission,  
7 knowledge, and consent of ONE CALL and their co-defendants and, further, that the defendants,  
8 and each of them, have authorized, ratified, and approved the acts of each of the other defendants  
9 with full knowledge of those acts.

10 **JURISDICTION AND VENUE**

11 6. This Court has subject matter jurisdiction over the action pursuant to the California  
12 Constitution, Article VI, Section 10.

13 7. This Court has personal jurisdiction over the parties in this case. Plaintiff AIJIC  
14 maintains a presence in Los Angeles County, and by filing this Complaint, consents to this Court  
15 having personal jurisdiction over it. Defendants are authorized to, and in fact do, conduct business  
16 in California, including in Los Angeles County. Each has sufficient minimum contacts with  
17 California and have purposely availed themselves of the laws of California to market and engage  
18 in interpretation services in the State and Los Angeles County. Each has purposefully directed its  
19 conduct at California and availed itself of the benefits and protections of California law.

20 8. This case arises under California Business & Professions Code section 17203,  
21 which provides that any person who engages, has engaged, or proposes to engage in unfair  
22 competition may be enjoined in any court of competent jurisdiction. As more fully alleged in this  
23 Complaint, defendants' misrepresentations and omissions of material fact in employing individuals  
24 that impersonate certified interpreters constitute unfair competition in that such conduct involves  
25 false advertising, fraudulent business practices, unfair business practices, and unlawful business  
26 practices.

27 9. Venue is proper in this Court because Plaintiff resides in Los Angeles County, and  
28 a substantial part of the events or omissions which give rise to this lawsuit are connected to Los  
Angeles County.

1 **STATUTORY FRAMEWORK**

2 **California’s Unfair Competition Law**

3 10. California’s Unfair Competition Law (hereafter “UCL”), Business & Professions  
4 Code sections 17200 *et seq.*, section 17200 prohibits businesses from engaging in unlawful,  
5 fraudulent, or unfair business practices. Section 17500 prohibits unfair, deceptive, untrue, or  
6 misleading advertising.

7 11. California Business & Professions Code section 17203 allows any person to pursue  
8 representative claims or relief on behalf of others if the claimant meets the standing requirements  
9 of California Business & Professions Code section 17204 and California Civil Procedure Code  
10 section 382.

11 12. Plaintiff has standing under California Business & Professions Code section  
12 17204, which provides that actions for relief pursuant to the UCL shall be prosecuted exclusively  
13 in a court of competent jurisdiction by, *inter alia*, any person who has suffered injury in fact and  
14 has lost money or property as a result of the unfair competition.

15 13. Plaintiffs have standing under California Civil Procedure Code section 382, which  
16 provides that “when the question is one of a common or general interest, of many persons, of when  
17 the parties are numerous, and it is impracticable to bring them all before the court, one or more  
18 may sue or defend for the benefit of all.”

19 14. For claims based on false advertising, Section 17535 of the UCL provides that any  
20 person, association, or organization which violates Section 17500 may be enjoined by any court of  
21 competent jurisdiction. Actions for such injunctive relief may be prosecuted by any person,  
22 association, or organization who has suffered injury in fact and has lost money or property as a  
23 result.

24 15. Section 17200 of the UCL prohibits “unlawful” business practices. An unlawful  
25 business practice is an act or practice, committed pursuant to business activity, that is at the same  
26 time forbidden by law. Virtually any law—federal, state, local or court-made—can serve as a  
27 predicate for an action under Section 17200. Defendants have engaged in unlawful business  
28 practices predicated on California Penal Code 529, Performance of Certain Acts in False

1 Character; negligence; negligent hiring, management, review, and oversight; and fraud upon the  
2 court.

3 16. Section 17200 of the UCL prohibits “unfair” business practices, which include  
4 unfair practices perpetrated by competitors which are harmful to other competitors and unfair  
5 practices perpetrated by a seller of services which are harmful to the consumer. Conduct is  
6 “unfair” within the meaning of Section 17200 if it is offensive to public policy, unscrupulous,  
7 oppressive, or substantially injurious to competitors or consumers.

8 17. Section 17200 of the UCL prohibits “fraudulent” business practices. This does not  
9 refer to the common law tort of fraud. Plaintiff need not prove that anyone was actually deceived,  
10 actually relied upon the fraudulent conduct, or actually sustained damage. Rather, Plaintiff need  
11 only show that members of the public are likely to be deceived. *See Wang v. Massey Chevrolet*, 97  
12 Cal.App.4<sup>th</sup> 856, 871 (2002).

### 13 STATEMENT OF FACTS

14 18. ONE CALL advertises itself as having the nation’s largest network of interpreters  
15 for worker’s compensation depositions, medical appointments, and more.

16 19. ONE CALL has publicly disseminated untrue or misleading statements and  
17 advertising as regards the company’s ability to provide certified interpreters for worker’s  
18 compensation cases.

19 20. ONE CALL employs individuals and businesses that provide interpreter services  
20 for California worker’s compensation cases.

21 21. On numerous occasions, individuals employed by defendants appeared in  
22 California worker’s compensation cases, and these individuals have falsely impersonated certified  
23 California interpreters. Some of these individuals have falsely impersonated certified California  
24 interpreters in more than one instance.

25 22. The individuals employed by ONE CALL who falsely impersonated others were  
26 the agents, servants, employees, and/or co-conspirators of ONE CALL, and, in doing the acts  
27 herein alleged, were acting within the course and scope of their authority as such agents, servants,  
28 employees, and/or co-conspirators with the permission, knowledge, and consent of ONE CALL

1 and their co-defendants and, further, that the defendants, and each of them, have authorized,  
2 ratified, and approved the acts of each of the other defendants with full knowledge of those acts.

3 23. This appropriation of others' identities has benefited defendants commercially.

4 24. Some of the interpreters who were impersonated are members of AIJIC.

5 25. The individuals employed through ONE CALL and/or DOE defendants not only  
6 impersonated others, but these individuals also were not certified to interpret in California for  
7 worker's compensation proceedings.

8 26. In falsely impersonating certified California interpreters, members of the public,  
9 including injured workers, employers, attorneys, and others, were not only likely to be deceived  
10 but were actually deceived.

11 27. At all times, defendants were aware that those employed through ONE CALL  
12 and/or DOE defendants were impersonating others in their official capacity as certified  
13 interpreters.

14 28. On or about December 1, 2022, Plaintiff sent a letter to ONE CALL to inform it  
15 that California certified interpreters were being impersonated by unknown individuals employed  
16 through ONE CALL at Zoom depositions based in California. This letter, which was supported by  
17 sworn declarations from court reporters and impersonated interpreters, identified nine specific  
18 instances where impersonations had occurred in 2021 and 2022.

19 29. ONE CALL responded by stating it would no longer do business with the  
20 individuals or contractors who had provided interpreters for the Zoom depositions addressed in the  
21 December 1, 2022 letter. ONE CALL, however, refused to identify any of the individuals or  
22 contractors by name.

23 30. ONE CALL again employed one of the individuals previously involved in  
24 impersonating certified California interpreters. On this occasion, the individual appeared for a pre-  
25 deposition meeting with a worker and his attorney. On or about July 14, 2023, Plaintiff notified  
26 ONE CALL of this impersonation and asked that the impersonator's true name be provided. ONE  
27 CALL did not respond to Plaintiff's request.

28 31. Since July 14, 2023, individuals employed through ONE CALL and/or DOE  
defendants have continued to appear in California worker's compensation cases, and these

1 individuals have falsely impersonated others in their official capacity as certified California  
2 interpreters. In some instances, these individuals also have provided fake Judicial Council of  
3 California badges bearing the names of the certified court interpreters they were impersonating.

4 32. At all times, defendants failed to prevent the impersonation of California certified  
5 interpreters.

6 33. Defendants' actions have resulted in harm to injured workers who cannot  
7 proficiently speak or understand English. Without certified interpreters, the claims, benefits, and  
8 compensation that they may be entitled to has been jeopardized. The workers' fundamental right to  
9 due process and a fair hearing has been violated.

10 34. Defendants' actions have resulted in harm to those who rely upon certified  
11 interpreters in worker's compensation matters to evaluate worker claims, benefits, and  
12 compensations, including but not limited to medical evaluators, claims adjusters, attorneys, and the  
13 courts.

14 35. Defendants' actions have resulted in harm to certified interpreters in California  
15 who have been or may be impersonated by those employed by ONE CALL and/or DOE  
16 D=defendants. Defendants received a financial benefit at the expense of those who were  
17 impersonated.

18 36. Defendants' actions have resulted in harm to businesses that comply with  
19 California statutes and regulations mandating the use of certified court interpreters for worker's  
20 compensation proceedings.

### 21 **FIRST CAUSE OF ACTION**

#### 22 **(Violations of Bus. & Prof. Code, § 17200 *et seq.* – Unfair Competition Law)**

23 37. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

24 38. Defendants have engaged in and continue to engage in business practices that  
25 constitute unfair competition as defined in California Business & Professions Code section 17200  
26 *et seq.*

27 39. Defendants have violated and continue to violate the UCL through unlawful  
28 business acts and practices.

1           40. Defendants have violated and continue to violate the UCL through their unlawful  
2 business acts and practices in that these acts and practices violate California Penal Code section  
3 529. California Penal Code section 529 is violated by “[e]very person who falsely personates  
4 another in either his or her private or official capacity, and in that assumed character does any of  
5 the following . . . Verifies, publishes, acknowledges, or proves, in the name of another person, any  
6 written instrument, with intent that the same may be recorded, delivered, or used as true. . . Does  
7 any other act whereby, if done by the person falsely personated, he might, in any event, become  
8 liable to any suit or prosecution, or to pay any sum of money, or to incur any charge, forfeiture, or  
9 penalty, or whereby any benefit might accrue to the party personating, or to any other person.”

10           41. Defendants have violated and continue to violate the UCL through their unlawful  
11 business acts and practices in that these acts and practices violate California statutes and  
12 regulations governing certification in worker’s compensation matters.

13           42. Defendants have violated and continue to violate the UCL through their unlawful  
14 business acts and practices in that these acts and practices are negligent. Specifically, defendants  
15 have negligently and carelessly failed to use reasonable care in providing interpreter services.

16           43. Defendants’ business acts and practices further constitute negligent hiring,  
17 management, review, and oversight. Specifically, defendants have neglected to develop and/or  
18 enforce procedures to ensure the identity and certification of individuals employed through ONE  
19 CALL and/or DOE defendants.

20           44. Defendants have violated and continue to violate the UCL through their unlawful  
21 business acts and practices in that these acts and practices are a fraud upon the court. Specifically,  
22 individuals employed by ONE CALL and/or DOE defendants made material misrepresentations  
23 and have perjured themselves by impersonating certified California interpreters, and in some  
24 instances, providing fake Judicial Council of California badges bearing those certified court  
25 interpreters’ names.

26           45. Defendants have violated and continue to violate the UCL through engaging in  
27 fraudulent business practices that are likely to deceive members of the public.

28           46. Defendants have violated and continue to violate the UCL through unfair business  
acts and practices. The impersonation of certified interpreters is harmful to ONE CALL’s and



1 DOE defendants' competitors and to consumers of interpreter services. These impersonations are  
2 offensive to public policy, unscrupulous, oppressive, or substantially injurious to competitors or  
3 consumers.

4 47. Defendants have violated the UCL's provisions at Section 17500 *et seq.* regarding  
5 false advertising in that defendants have publicly disseminated untrue or misleading statements  
6 and advertising regarding the identity and qualifications of individuals employed through ONE  
7 CALL. Defendants knew, or in the exercise of reasonable care should have known, that these  
8 statements and advertising were untrue or misleading.

9 48. As a direct and proximate result of defendants' violation of the UCL, Plaintiff  
10 suffered injury in fact because they were forced to divert limited organizational resources away  
11 from their core mission and have incurred significant costs associated with investigating and  
12 communicating with ONE CALL.

13 49. As a direct and proximate result of defendants' violation of the UCL, important  
14 public interest rights have been harmed.

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1 **REQUEST FOR RELIEF**

2 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in their favor  
3 and against defendants, as follows:

- 4 A. Declaring that ONE CALL, and all DOES hereafter identified and named, violated the  
5 UCL;
- 6 B. Ordering an accounting of all defendants for any and all profits derived by defendants  
7 from their business acts and practices in violation of the UCL;
- 8 C. Ordering an award of injunctive relief as permitted by law or equity, including  
9 enjoining ONE CALL, and all DOES hereafter identified and named, from continuing  
10 the acts or practices that are in violation of the UCL;
- 11 D. Ordering ONE CALL, and all DOES hereafter identified and named, to pay fees and  
12 litigation costs to Plaintiff pursuant to California Code of Civil Procedure section  
13 1021.5 and the common-law private-attorney-general doctrine;
- 14 E. Ordering such other and further relief as is just and proper.

15 Dated: January 31, 2024

Respectfully submitted,

16 **GREENFIRE LAW, PC**

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Rachel Doughty