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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ZENAYA WHITE, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

ESKATON, a California corporation;
ESKATON CLEARLAKE OAKS
MANOR, a California corporation;
ESKATON FOUNDATION, a California
corporation; ESKATON
FOUNTAINWOOD LODGE, a California
corporation; ESKATON FRANK
JACONETTI SENIOR MANOR, a
California corporation; ESKATON LODGE
GRANITE BAY, a California corporation;
ESKATON PROPERTIES,
INCORPORATED, a California
corporation; ESKATON ROSEVILLE
MANOR, a California corporation;
ESKATON VILLAGE-GRASS VALLEY,
a California corporation; ESKATON
VILLAGE-PLACERVILLE, a California
corporation; ESKATON VILLAGE-
ROSEVILLE, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 87 2021 00302048

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

BY FAX

1 Plaintiff Zenaya White, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on April 2, 2021, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants filed Statement of Information forms with the California Secretary of State designating a principal place of business in Carmichael, County of Sacramento, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons in this county, and thus a substantial portion of the transactions, occurrences, and/or violations related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Zenaya White is a resident of Pleasanton, in Alameda County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Resident Care Associate from approximately May 2019 to July 2020. Plaintiff worked for Defendants at their facility located in Pleasanton, California. During her employment, Plaintiff typically worked eight (8) or more hours per day, five (5) days per week, from 2:00 p.m. to 10:30 p.m. At the time Plaintiff's employment with Defendants ended, she earned approximately \$16.39 per hour. Her job duties included, without limitation, assisting residents with hygiene tasks, such as eating, walking, talking changing clothes, and showering; providing memory care to patients; and conducting skill-building activities with patients.

7. ESKATON was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

8. ESKATON CLEARLAKE OAKS MANOR was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

9. ESKATON FOUNDATION was and is, upon information and belief, a

1 California corporation, and at all times hereinafter mentioned, an employer whose employees
2 are engaged throughout this county, the State of California, or the various states of the United
3 States of America.

4 10. ESKATON FOUNTAINWOOD LODGE was and is, upon information and
5 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
6 employees are engaged throughout this county, the State of California, or the various states of
7 the United States of America.

8 11. ESKATON FRANK JACONETTI SENIOR MANOR was and is, upon
9 information and belief, a California corporation, and at all times hereinafter mentioned, an
10 employer whose employees are engaged throughout this county, the State of California, or the
11 various states of the United States of America.

12 12. ESKATON LODGE GRANITE BAY was and is, upon information and belief,
13 a California corporation, and at all times hereinafter mentioned, an employer whose
14 employees are engaged throughout this county, the State of California, or the various states of
15 the United States of America.

16 13. ESKATON PROPERTIES, INCORPORATED was and is, upon information
17 and belief, a California corporation, and at all times hereinafter mentioned, an employer
18 whose employees are engaged throughout this county, the State of California, or the various
19 states of the United States of America.

20 14. ESKATON ROSEVILLE MANOR was and is, upon information and belief, a
21 California corporation, and at all times hereinafter mentioned, an employer whose employees
22 are engaged throughout this county, the State of California, or the various states of the United
23 States of America.

24 15. ESKATON VILLAGE-GRASS VALLEY was and is, upon information and
25 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
26 employees are engaged throughout this county, the State of California, or the various states of
27 the United States of America.

28 16. ESKATON VILLAGE-PLACERVILLE was and is, upon information and

1 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
2 employees are engaged throughout this county, the State of California, or the various states of
3 the United States of America.

4 17. ESKATON VILLAGE-ROSEVILLE was and is, upon information and belief, a
5 California corporation, and at all times hereinafter mentioned, an employer whose employees
6 are engaged throughout this county, the State of California, or the various states of the United
7 States of America.

8 18. Plaintiff is unaware of the true names or capacities of the Defendants sued
9 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
10 amend the complaint and serve such fictitiously named Defendants once their names and
11 capacities become known.

12 19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
13 were the partners, agents, owners, or managers of ESKATON; ESKATON CLEARLAKE
14 OAKS MANOR; ESKATON FOUNDATION; ESKATON FOUNTAINWOOD LODGE;
15 ESKATON FRANK JACONETTI SENIOR MANOR; ESKATON LODGE GRANITE BAY;
16 ESKATON PROPERTIES, INCORPORATED; ESKATON ROSEVILLE MANOR;
17 ESKATON VILLAGE-GRASS VALLEY; ESKATON VILLAGE-PLACERVILLE; and
18 ESKATON VILLAGE-ROSEVILLE, at all relevant times.

19 20. Plaintiff is informed and believes, and thereon alleges, that each and all of the
20 acts and omissions alleged herein was performed by, or is attributable to, ESKATON;
21 ESKATON CLEARLAKE OAKS MANOR; ESKATON FOUNDATION; ESKATON
22 FOUNTAINWOOD LODGE; ESKATON FRANK JACONETTI SENIOR MANOR;
23 ESKATON LODGE GRANITE BAY; ESKATON PROPERTIES, INCORPORATED;
24 ESKATON ROSEVILLE MANOR; ESKATON VILLAGE-GRASS VALLEY; ESKATON
25 VILLAGE-PLACERVILLE; ESKATON VILLAGE-ROSEVILLE; and/or DOES 1 through
26 10 (collectively, "Defendants" or "ESKATON"), each acting as the agent, employee, alter
27 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
28 was acting within the course and scope of such agency, employment, joint venture, or

1 concerted activity with legal authority to act on the others' behalf. The acts of any and all
2 Defendants were in accordance with, and represent, the official policy of Defendants.

3 21. At all relevant times, Defendants, and each of them, ratified each and every act
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
5 and abetted the acts and omissions of each and all the other Defendants in proximately causing
6 the damages herein alleged.

7 22. Plaintiff is informed and believes, and thereon alleges, that each of said
8 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
9 omissions, occurrences, and transactions alleged herein.

10 23. Under California law, Defendants are jointly and severally liable as employers
11 for the violations alleged herein because they have each exercised sufficient control over the
12 wages, hours, working conditions, and employment status of Plaintiff and other non-party
13 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
14 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
15 of employment, determined their rate of pay, and maintained their employment records.
16 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
17 and/or "engaged" Plaintiff and other non-party Aggrieved Employees so as to create a
18 common-law employment relationship. As joint employers of Plaintiff and other non-party
19 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
20 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

21 24. Plaintiff is informed and believe, and thereon alleges, that at all relevant times,
22 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
23 non-party Aggrieved Employees because Defendants have:

- 24 (a) jointly exercised meaningful control over the work performed by
25 Plaintiff and other non-party Aggrieved Employees;
26 (b) jointly exercised meaningful control over Plaintiff's and other non-party
27 Aggrieved Employees' wages, hours, and working conditions, including
28 the quantity, quality standards, speed, scheduling, and operative details

1 of the tasks performed by Plaintiff and other non-party Aggrieved
2 Employees;

3 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
4 perform work which is an integral part of Defendants' businesses; and

5 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
6 Employees as a matter of economic reality in that Plaintiff and other
7 non-party Aggrieved Employees were dependent on Defendants, who
8 shared the power to set the wages of Plaintiff and other non-party
9 Aggrieved Employees and determined their working conditions, and
10 who jointly reaped the benefits from the underpayment of their wages
11 and noncompliance with other statutory provisions governing their
12 employment.

13 25. Plaintiff is informed and believe, and thereon alleges, that at all relevant times
14 there has existed a unity of interest and ownership between Defendants such that any
15 individuality and separateness between the entities has ceased.

16 26. ESKATON; ESKATON CLEARLAKE OAKS MANOR; ESKATON
17 FOUNDATION; ESKATON FOUNTAINWOOD LODGE; ESKATON FRANK
18 JACONETTI SENIOR MANOR; ESKATON LODGE GRANITE BAY; ESKATON
19 PROPERTIES, INCORPORATED; ESKATON ROSEVILLE MANOR; ESKATON
20 VILLAGE-GRASS VALLEY; ESKATON VILLAGE-PLACERVILLE; ESKATON
21 VILLAGE-ROSEVILLE; and DOES 1 through 10 are therefore alter egos of each other.

22 27. Adherence to the fiction of the separate existence of Defendants would permit
23 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
24 from liability for the wrongful acts committed by them under the name ESKATON.

25 28. Plaintiff further alleges, upon information and belief, that Defendants
26 ESKATON; ESKATON CLEARLAKE OAKS MANOR; ESKATON FOUNDATION;
27 ESKATON FOUNTAINWOOD LODGE; ESKATON FRANK JACONETTI SENIOR
28 MANOR; ESKATON LODGE GRANITE BAY; ESKATON PROPERTIES,

1 INCORPORATED; ESKATON ROSEVILLE MANOR; ESKATON VILLAGE-GRASS
2 VALLEY; ESKATON VILLAGE-PLACERVILLE; and ESKATON VILLAGE-ROSEVILLE
3 are alter egos of each other for the following reasons:

- 4 (a) On the California Secretary of State’s website
5 (<https://businesssearch.sos.ca.gov/>), ESKATON; ESKATON
6 CLEARLAKE OAKS MANOR; ESKATON FOUNDATION;
7 ESKATON FOUNTAINWOOD LODGE; ESKATON FRANK
8 JACONETTI SENIOR MANOR; ESKATON LODGE GRANITE
9 BAY; ESKATON PROPERTIES, INCORPORATED; ESKATON
10 ROSEVILLE MANOR; ESKATON VILLAGE-GRASS VALLEY;
11 ESKATON VILLAGE-PLACERVILLE; and ESKATON VILLAGE-
12 ROSEVILLE share the same entity address and mailing address, “5105
13 MANZANITA AVE, CARMICHAEL CA 95608;”
- 14 (b) According to Defendants’ most recent “Statement of Information” forms
15 filed with the California Secretary of State, ESKATON; ESKATON
16 CLEARLAKE OAKS MANOR; ESKATON FOUNDATION;
17 ESKATON FOUNTAINWOOD LODGE; ESKATON FRANK
18 JACONETTI SENIOR MANOR; ESKATON LODGE GRANITE
19 BAY; ESKATON PROPERTIES, INCORPORATED; ESKATON
20 ROSEVILLE MANOR; ESKATON VILLAGE-GRASS VALLEY;
21 ESKATON VILLAGE-PLACERVILLE; and ESKATON VILLAGE-
22 ROSEVILLE share the same officers, directors, and/or managers,
23 including, but not limited to:

- 24 i. Todd Murch, who serves as Chief Executive Officer of
25 ESKATON; ESKATON FOUNDATION; ESKATON
26 FOUNTAINWOOD LODGE; ESKATON LODGE
27 GRANITE BAY; ESKATON PROPERTIES,
28 INCORPORATED; ESKATON VILLAGE-GRASS

1 VALLEY; ESKATON VILLAGE-PLACERVILLE; and
2 ESKATON VILLAGE-ROSEVILLE;

3 ii. Betsy Donovan, who serves as Secretary of ESKATON;
4 ESKATON FOUNDATION; ESKATON LODGE
5 GRANITE BAY; ESKATON VILLAGE-GRASS VALLEY;
6 and ESKATON VILLAGE-PLACERVILLE;

7 iii. Sheri Peifer, who serves as Secretary of ESKATON
8 FOUNTAINWOOD LODGE; ESKATON PROPERTIES,
9 INCORPORATED; and ESKATON VILLAGE-
10 ROSEVILLE;

11 iv. Mark Jenkins, who serves as Chief Financial Officer of
12 ESKATON; ESKATON FOUNDATION; ESKATON
13 FOUNTAINWOOD LODGE; ESKATON LODGE
14 GRANITE BAY; ESKATON PROPERTIES,
15 INCORPORATED; ESKATON VILLAGE-GRASS
16 VALLEY; ESKATON VILLAGE-PLACERVILLE; and
17 ESKATON VILLAGE-ROSEVILLE;

18 v. Elizabeth Catron, who serves as Secretary of ESKATON
19 CLEARLAKE OAKS MANOR and ESKATON
20 ROSEVILLE MANOR; and

21 vi. Dan Seiler, who serves as Chief Financial Officer of
22 ESKATON CLEARLAKE OAKS MANOR; ESKATON
23 FRANK JACONETTI SENIOR MANOR; and ESKATON
24 ROSEVILLE MANOR;

25 (c) According to Defendants' most recent "Statement of Information" forms
26 filed with the California Secretary of State, ESKATON; ESKATON
27 CLEARLAKE OAKS MANOR; ESKATON FOUNDATION;
28 ESKATON FOUNTAINWOOD LODGE; ESKATON FRANK

- JACONETTI SENIOR MANOR; ESKATON LODGE GRANITE BAY; ESKATON PROPERTIES, INCORPORATED; ESKATON ROSEVILLE MANOR; ESKATON VILLAGE-GRASS VALLEY; ESKATON VILLAGE-PLACERVILLE; and ESKATON VILLAGE-ROSEVILLE share the same Principal Business Office address in California on, “5105 MANZANITA AVE, CARMICHAEL CA 95608”;
- (d) According to Defendants’ most recent “Statement of Information” forms filed with the California Secretary of State, ESKATON; ESKATON FOUNDATION; ESKATON FOUNTAINWOOD LODGE; ESKATON LODGE GRANITE BAY; ESKATON PROPERTIES, INCORPORATED; ESKATON VILLAGE-GRASS VALLEY; ESKATON VILLAGE-PLACERVILLE; and ESKATON VILLAGE-ROSEVILLE share the same agent for service of process, “Todd S Murch”; and
- (e) On information and belief, ESKATON; ESKATON CLEARLAKE OAKS MANOR; ESKATON FOUNDATION; ESKATON FOUNTAINWOOD LODGE; ESKATON FRANK JACONETTI SENIOR MANOR; ESKATON LODGE GRANITE BAY; ESKATON PROPERTIES, INCORPORATED; ESKATON ROSEVILLE MANOR; ESKATON VILLAGE-GRASS VALLEY; and ESKATON VILLAGE-PLACERVILLE; and ESKATON VILLAGE-ROSEVILLE utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

29. Defendants are a regional provider of senior living and aging services with approximately 16 locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Carmichael, California, which is responsible for the recruiting and hiring of new employees,

1 and communicating and implementing Defendants' company-wide policies, including
2 timekeeping policies and meal and rest period policies, to employees throughout California.

3 30. In particular, Plaintiff and other non-party Aggrieved Employees, on
4 information and belief, received the same standardized documents and/or written policies.
5 Upon information and belief, the usage of standardized documents and/or written policies,
6 including new-hire documents, indicate that Defendants dictated policies at the corporate level
7 and implemented them company-wide, regardless of their employees' assigned locations or
8 positions. Upon information and belief, Defendants set forth uniform policies and procedures
9 in several documents provided at an employee's time of hire.

10 31. Upon information and belief, Defendants maintain a centralized Payroll
11 department at their corporate headquarters in Carmichael, California, which processes payroll
12 for all non-exempt, hourly paid employees working for Defendants at their various locations
13 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees.
14 Based upon information and belief, Defendants issue the same formatted wage statements to
15 all non-exempt, hourly paid employees in California, irrespective of their work locations.
16 Upon information and belief, Defendants process payroll for departing employees in the same
17 manner throughout the State of California, regardless of the manner in which each employee's
18 employment ends.

19 32. Defendants continue to employ non-exempt or hourly paid employees in
20 California.

21 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
23 and advisors knowledgeable about California labor and wage law, employment and personnel
24 practices, and about the requirements of California law.

25 34. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
26 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
27 were not recorded.

28 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive certain wages for overtime compensation and that they were not receiving certain
3 wages for overtime compensation.

4 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 be paid at a regular rate of pay, and corresponding overtime rates of pay, that included as
7 eligible income all income derived from incentive pay, nondiscretionary bonuses, and/or other
8 forms of compensation.

9 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive at least minimum wages for compensation and that they were not receiving at least
12 minimum wages for work that was required to be done off-the-clock. In violation of the
13 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
14 least minimum wages for work done off-the-clock.

15 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 meal periods in accordance with the California Labor Code and the applicable IWC Wage
18 Order or payment of one (1) additional hour of pay at their regular rates of pay when they
19 were not provided with timely, uninterrupted, thirty (30) minute meal periods and that
20 Plaintiff and other non-party Aggrieved Employees were not provided with all meal periods or
21 payment of one (1) additional hour of pay at their regular rates of pay when they did not
22 receive a timely, uninterrupted, thirty (30) minute meal period.

23 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 rest periods in accordance with the California Labor Code and the applicable IWC Wage
26 Order or payment of one (1) additional hour of pay at their regular rates of pay when they
27 were not authorized and permitted to take a compliant rest period. In violation of the
28 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not

1 authorized and permitted to take compliant rest periods, nor did Defendants provide Plaintiff
2 and other non-party Aggrieved Employees with payment of one (1) additional hour of pay at
3 their regular rates of pay when they were not authorized and permitted to take a compliant rest
4 period.

5 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 receive complete and accurate wage statements in accordance with California law. In
8 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
9 were not provided complete and accurate wage statements.

10 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that they had a duty to maintain accurate and complete payroll records in
12 accordance with the California Labor Code and the applicable IWC Wage Order, but willfully,
13 knowingly, and intentionally failed to do so.

14 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 timely payment of all wages earned upon termination of employment. In violation of the
17 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
18 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
19 sick leave pay, and/or meal and rest period premiums, within permissible time periods.

20 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 timely payment of wages during their employment. In violation of the California Labor Code,
23 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
24 including, but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal
25 and rest period premiums, within permissible time periods.

26 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to cover the costs and expenses Plaintiff and other
28 non-party Aggrieved Employees incurred obtaining mandatory examinations and/or drug tests,

1 but failed to do so.

2 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income,
5 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
6 compensation.

7 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that other non-party Aggrieved Employees were entitled to receive
9 reimbursement for all business-related expenses and costs they incurred during the course and
10 scope of their employment and that they did not receive reimbursement of applicable
11 business-related expenses and costs incurred.

12 47. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants knew or should have known that Defendants had a duty to provide
14 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
15 of their employment with Defendants as required by the California Wage Theft Prevention
16 Act, but failed to do so.

17 48. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that they had a duty to compensate
19 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
20 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
21 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
22 that they were properly denied wages, all in order to increase Defendants' profits.

23 49. At all times herein set forth, PAGA provides that any provision of law under
24 the California Labor Code and the applicable IWC Wage Order that provides for a civil
25 penalty to be assessed and collected by the LWDA for violations of the California Labor Code
26 and the applicable IWC Wage Order may, as an alternative, be recovered by aggrieved
27 employees in a civil action brought on behalf of themselves and other current or former
28 employees pursuant to procedures outlined in California Labor Code section 2699.3.

1 50. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
2 person who was employed by the alleged violator and against whom one or more of the
3 alleged violations was committed.”

4 51. Plaintiff and other current and former employees of Defendants are “aggrieved
5 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
6 or former employees and one or more of the alleged violations were committed against them.

7 52. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
8 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
9 following requirements have been met:

- 10 (a) The aggrieved employee shall give written notice by online filing
11 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
12 to the employer of the specific provisions of the California Labor Code
13 alleged to have been violated, including the facts and theories to support
14 the alleged violations.
- 15 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
16 2699.3(a) and any employer response to that notice shall be
17 accompanied by a filing fee of seventy-five dollars (\$75).
- 18 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
19 employer and the aggrieved employee by certified mail that it does not
20 intend to investigate the alleged violation within sixty (60) calendar
21 days of the postmark date of the Employee’s Notice. Upon receipt of
22 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
23 five (65) calendar days of the postmark date of the Employee’s Notice,
24 the aggrieved employee may commence a civil action pursuant to
25 California Labor Code section 2699 to recover civil penalties in addition
26 to any other penalties to which the employee may be entitled.

27 53. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
28 through Plaintiff, may pursue a civil action arising under PAGA for violations of any

1 provision other than those listed in Section 2699.5 after the following requirements have been
2 met:

- 3 (a) The aggrieved employee or representative shall give written notice by
4 online filing to the LWDA and by certified mail to the employer of the
5 specific provisions of the California Labor Code alleged to have been
6 violated (other than those listed in Section 2699.5), including the facts
7 and theories to support the alleged violation.
- 8 (b) An aggrieved employee's notice filed with the LWDA pursuant to
9 2699.3(c) and any employer response to that notice shall be
10 accompanied by a filing fee of seventy-five dollars (\$75).
- 11 (c) The employer may cure the alleged violation within thirty-three (33)
12 calendar days of the postmark date of the notice. The employer shall
13 give written notice by certified mail within that period of time to the
14 aggrieved employee or representative and the agency if the alleged
15 violation is cured, including a description of actions taken, and no civil
16 action pursuant to Section 2699 may commence. If the alleged violation
17 is not cured within the 33-day period, the employee may commence a
18 civil action pursuant to Section 2699.

19 54. On April 2, 2021, Plaintiff provided written notice by online filing to the
20 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
21 Code alleged to have been violated, including facts and theories to support the alleged
22 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
23 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
24 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
25 Plaintiff PAGA Case Number LWDA-CM-828130-21. A true and correct copy of Plaintiff's
26 written notice to the LWDA and Defendants dated April 2, 2021, is attached hereto as
27 "Exhibit 1."

28 55. As of the filing date of this complaint, over 65 days have passed since Plaintiff

1 sent the LWDA Notice described above, and the LWDA has not responded that it intends to
2 investigate Plaintiff's claims, and Defendants have not cured the violations.

3 56. Thus, Plaintiff has satisfied the administrative prerequisites under California
4 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
5 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 222.5, 246,
6 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

7 57. Labor Code section 558(a) provides "[a]ny employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the Industrial Welfare
10 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
11 dollars (\$50) for each underpaid employee for each pay period for which the employee was
12 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
13 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
14 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
15 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
16 as a private attorney general, seeks assessment and collection of civil penalties under Labor
17 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
18 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
19 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
20 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
21 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
22 applicable IWC Wage Order.

23 58. Defendants, at all times relevant to this complaint, were employers or persons
24 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
25 Employees' rights by violating various sections of the California Labor Code as set forth
26 above.

27 59. As set forth below, Defendants have violated numerous provisions of both the
28 California Labor Code sections regulating hours and days of work as well as the applicable

1 IWC Wage Order.

2 60. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
3 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
4 private attorney general, seeks assessment and collection of civil penalties for herself, all other
5 non-party Aggrieved Employees, and the State of California against Defendants for violations
6 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 222.5, 246, 510, 512(a),
7 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

8 **FIRST CAUSE OF ACTION**

9 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

10 **(Against all Defendants)**

11 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 62. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
14 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
15 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a),
16 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
17 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
18 those Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12,
19 and 2810.5.

20 63. Defendants’ conduct, as alleged herein, violates numerous sections of the
21 California Labor Code, including, but not limited to, the following:

22 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
23 Wage Order for Defendants’ failure to compensate Plaintiff and other
24 non-party Aggrieved Employees with all required overtime pay and
25 failure to properly calculate the overtime rates paid to Plaintiff and other
26 non-party Aggrieved Employees, as set forth below;

27 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
28 the applicable IWC Wage Order for Defendants’ failure to compensate

1 Plaintiff and other non-party Aggrieved Employees with at least
2 minimum wages for all hours worked as set forth below;

3 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
5 and other non-party Aggrieved Employees with meal periods, as set
6 forth below;

7 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to authorize and
9 permit Plaintiff and other non-party Aggrieved Employees to take rest
10 periods, as set forth below;

11 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
12 IWC Wage Order for failure to provide accurate and complete wage
13 statements to Plaintiff and other non-party Aggrieved Employees, as set
14 forth below;

15 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
16 IWC Wage Order for failure to maintain payroll records as set forth
17 below;

18 (g) Violation of Labor Code section 204 for failure to pay all earned wages
19 during employment, as set forth below;

20 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
21 earned wages upon termination, as set forth below;

22 (i) Violation of Labor Code section 222.5 for failure to compensate
23 Plaintiff and other non-party Aggrieved Employees for mandatory
24 physical examinations and/or drug testing, as set forth below;

25 (j) Violation of Labor Code section 246 for failure to properly calculate the
26 sick leave paid to Plaintiff and other non-party Aggrieved Employees,
27 as set forth below;

28 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff

1 and other non-party Aggrieved Employees for all business expenses
2 necessarily incurred, as set forth below; and

- 3 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
4 provide written notice of information material to Plaintiff's and other
5 non-party Aggrieved Employees' employment with Defendants, as set
6 forth below.

7 **FAILURE TO PAY OVERTIME**

8 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

9 64. Labor Code section 1198 makes it illegal to employ an employee under
10 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
11 Code section 1198 requires that "... the standard conditions of labor fixed by the commission
12 shall be the ... standard conditions of labor for employees. The employment of any employee
13 ... under conditions of labor prohibited by the order is unlawful."

14 65. California Labor Code section 1198 and the applicable IWC Wage Order
15 provide that it is unlawful to employ persons without compensating them at a rate of pay
16 either time-and-one-half or two-times that person's regular rate of pay, depending on the
17 number of hours worked by the person on a daily or weekly basis.

18 66. Specifically, the applicable IWC Wage Order provides that Defendants are and
19 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
20 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
21 one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in
22 a day or more than forty (40) hours in a workweek.

23 67. The applicable IWC Wage Order further provides that Defendants are and were
24 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
25 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
26 An employee's regular rate of pay includes all remuneration for employment paid to, or on
27 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

28 68. California Labor Code section 510 codifies the right to overtime compensation

1 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
2 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
3 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
4 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
5 in a day on the seventh (7th) day of work.

6 69. During the relevant time period, Defendants willfully failed to pay all overtime
7 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
8 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
9 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
10 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
11 not recorded.

12 70. First, during the relevant period, Defendants had, and continue to have, a
13 company-wide policy and/or practice of improperly rounding employees' clock-in and clock-
14 out times in their timekeeping system to the nearest quarter (0.25) of an hour. Defendants'
15 rounding policy resulted in the failure to compensate Plaintiff and other non-party Aggrieved
16 Employees fully for all hours worked, causing Plaintiff and other non-party Aggrieved
17 Employees to not be paid overtime wages for all of the overtime hours they actually worked.
18 Defendants' policy of rounding is unfair and has, over time, resulted in the underpayment of
19 wages to Plaintiff and other non-party Aggrieved Employees. To the extent Defendants'
20 rounding policy has taken away time worked that was eligible for overtime, Plaintiff and other
21 non-party Aggrieved Employees were denied overtime pay for all hours worked.

22 71. Second, during the relevant period, Defendants had a policy and/or practice of
23 discouraging and impeding Plaintiff and other non-party Aggrieved Employees from
24 recording hours worked that were outside of their scheduled shifts in order to limit the amount
25 of overtime employees could accrue. On information and belief, this policy of limiting
26 overtime, coupled with Defendants' understaffing and assigning heavy workloads (*see infra*),
27 led Plaintiff and other non-party Aggrieved Employees to work off-the-clock before and/or
28 after their scheduled shift times in order to complete their assigned tasks. For example, on at

1 least five (5) occasions, Plaintiff clocked out at the end of her scheduled shift and continued to
2 complete her assigned duties for up to 20 minutes per instance due to pressure from
3 management to avoid incurring overtime.

4 72. Third, during the relevant period, Defendants had, and continue to have, a
5 policy and/or practice of requiring Plaintiff and other non-party Aggrieved Employees to
6 continue to perform work-related tasks while off-the-clock, such as communicating with
7 Defendants' management via their personal cellular phones and undergoing mandatory health
8 screenings. For example, about 6-7 times per week, Plaintiff's supervisor would send her text
9 messages to discuss residents' needs, which took up to 5-10 minutes per instance. In addition,
10 Plaintiff and other non-party Aggrieved Employees were required to undergo mandatory
11 health screenings and temperature checks before clocking in for their shifts. Plaintiff and
12 other non-party Aggrieved Employees followed Defendants' instructions and completed the
13 required health screenings before being permitted to clock in for their shifts. For example,
14 prior to each shift, Plaintiff spent up to five (5) minutes per instance waiting and then
15 undergoing the temperature check at the entrance of the facility before being permitted to
16 clock in for her shift. Even though Defendants required these health screenings, Defendants
17 did not provide Plaintiff and other non-party Aggrieved Employees a mechanism to record
18 this time worked so they could be compensated for the time spent undergoing mandatory
19 health screenings and temperature checks.

20 73. Fourth, during the relevant time period, as stated, Defendants had, and continue
21 to have, a company-wide policy and/or practice of understaffing their locations while
22 assigning heavy workloads, resulting in a failure to provide Plaintiff and other non-party
23 Aggrieved Employees with adequate meal period coverage. Defendants also failed to
24 schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
25 Employees to not be relieved of their duties for compliant meal periods. As a result of this
26 lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were not
27 always afforded uninterrupted 30-minute meal periods during shifts when they were entitled
28 to receive a meal period. For example, Plaintiff and other non-party Aggrieved Employees

1 were required to perform their duties during unpaid meal periods or would have their meal
2 periods interrupted to complete such work-related tasks, such as providing assistance or care
3 to residents. In addition, Defendants had a policy and/or practice of requiring that Plaintiff and
4 other non-party Aggrieved Employees carry a radio at all times in order to respond to calls
5 from supervisors and management, even during unpaid meal periods. Defendants' supervisors
6 and management contacted Plaintiff and other non-party Aggrieved Employees on their radios
7 during their meal periods in order to request their assistance with residents, such as providing
8 memory care to residents. Thus, Plaintiff and other non-party Aggrieved Employees missed or
9 had meal periods interrupted in order to complete their assigned workloads and respond to
10 radio calls. Defendants did not pay Plaintiff and other non-party Aggrieved Employees for the
11 time they continued to perform tasks during meal periods.

12 74. Furthermore, on information and belief, because Defendants frowned upon
13 employees accruing meal period penalties, Defendants pressured Plaintiff and other non-party
14 Aggrieved Employees to clock out for meal periods and/or adjusted employee time records to
15 reflect compliant meal periods, regardless of whether they had received a compliant meal
16 period, in order to strictly limit meal penalties that Defendants would otherwise owe. Thus,
17 Plaintiff and other non-party Aggrieved Employees performed work during meal periods for
18 which they were not paid.

19 75. Defendants knew or should have known that, as a result of these company-wide
20 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
21 their assigned duties off-the-clock and during meal periods, and were suffered or permitted to
22 perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
23 Employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a
24 week or more, some of this off-the-clock work qualified for overtime premium pay.
25 Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages
26 for all of the overtime hours they actually worked.

27 76. Furthermore, Defendants did not pay Plaintiff and other non-party Aggrieved
28 Employees the correct overtime rate for the recorded overtime hours that they generated. In

1 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved
2 Employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration.
3 However, in violation of the California Labor Code, Defendants failed to incorporate all
4 compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of
5 remuneration, into the calculation of the regular rate of pay for purposes of calculating the
6 overtime wage rate. Therefore, during times when Plaintiff and other non-party Aggrieved
7 Employees worked overtime and received these other forms of pay, Defendants failed to pay
8 all overtime wages by paying a lower overtime rate than required.

9 77. Specifically, Defendants paid Plaintiff and other non-party Aggrieved
10 Employees nondiscretionary bonuses or incentive pay. On information and belief, these
11 nondiscretionary bonuses and/or incentive pay were listed on Plaintiff's and other non-party
12 Aggrieved Employees' wage statements as "Occupancy Bonus" and "Wrkd Hrs Bonus."
13 During pay periods that Plaintiff and other non-party Aggrieved Employees were paid
14 overtime wages, Defendants failed to incorporate the nondiscretionary bonus and/or incentive
15 pay into Plaintiff's and other non-party Aggrieved Employees' regular rate of pay and, as a
16 result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically,
17 Defendants paid Plaintiff and other non-party Aggrieved Employees 1.5 times their hourly
18 rate of pay instead of 1.5 times their regular rate of pay. Defendants' failure to properly
19 calculate the overtime rates of pay based on all remuneration paid has resulted in an
20 underpayment of overtime wages to Plaintiff and other non-party Aggrieved Employees on a
21 company-wide basis.

22 78. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
23 the balance of overtime compensation as required by California law, violates the provisions of
24 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
25 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
26 558 and/or 2699(a), (f), and (g).

27 //

28 //

1 **FAILURE TO PAY MINIMUM WAGES**

2 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

3 79. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
4 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
5 to be paid to employees, and the payment of a wage less than the minimum so fixed is
6 unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time
7 during which an employee is suffered or permitted to work for the employer, whether or not
8 required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards
9 Act.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

10 80. As set forth above, during the relevant time period, due to Defendants’ policy
11 of rounding Plaintiff’s and other non-party Aggrieved Employees’ clock-in and clock-out
12 times to the quarter-hour in their timekeeping system, Defendants failed to compensate
13 Plaintiff and other non-party Aggrieved Employees fully for all hours worked. Also, as
14 stated, as a result of Defendants’ policy of limiting the amount of overtime employees could
15 accrue by discouraging and impeding Plaintiff and other non-party Aggrieved Employees
16 from recording hours worked that were outside of their scheduled shifts, Plaintiff and other
17 non-party Aggrieved Employees were required to work off-the-clock before and/or after their
18 scheduled shift start and end times to complete assigned job duties, communicate with
19 supervisors on their personal cellular phones regarding work-related matters, and/or submit to
20 off-the-clock health screenings.

21 81. In addition, as stated above, due to Defendants’ policy and/or practice of
22 understaffing while assigning heavy workloads and failure to schedule meal periods, Plaintiff
23 and other non-party Aggrieved Employees were forced to forego meal periods, have their
24 meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.
25 Furthermore, as stated, due to Defendants’ requirement that employees carry their radios at all
26 times, Plaintiff and other non-party Aggrieved Employees had their meal periods interrupted
27 by work in order to respond to calls from supervisors or management. Additionally, as stated
28 above, on information and belief, in order to limit meal penalties that Defendants would

1 otherwise owe, Defendants pressured Plaintiff and other non-party Aggrieved Employees to
2 clock out for meal periods and/or adjusted employee time records to reflect compliant meal
3 periods.

4 82. Moreover, Defendants maintained and implemented a company-wide policy of
5 requiring employees to undergo mandatory drug testing, tuberculin (TB) testing, and/or
6 physical examinations. At all times, Defendants were in control of scheduling the dates and
7 times for the testing and/or examinations, selecting the providers/clinics where the testing
8 and/or examinations were to take place, and determining the scope of the testing and/or
9 examinations. Defendants gave other non-party Aggrieved Employees strict instructions to
10 obtain testing and/or physical examinations, and other non-party Aggrieved Employees
11 underwent the testing and/or examinations for the sole benefit of Defendants. However,
12 Defendants did not compensate other non-party Aggrieved Employees for the time they spent
13 traveling to and from the medical clinics or for the time they spent undergoing the drug
14 testing, TB testing, and/or physical examinations.

15 83. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
16 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
17 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
18 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
19 1194, 1197, and 1198.

20 84. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
21 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
22 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
23 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

24 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

25 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

26 85. At all relevant times herein set forth, the applicable IWC Wage Order and
27 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
28 non-party Aggrieved Employees' employment by Defendants.

1 86. At all relevant times herein set forth, California Labor Code section 512(a)
2 provides that an employer may not require, cause, or permit an employee to work for a period
3 of more than five (5) hours per day without providing the employee with a meal period of not
4 less than thirty (30) minutes, except that if the total work period per day of the employee is
5 not more than six (6) hours, the meal period may be waived by mutual consent of both the
6 employer and the employee. Under California law, first meal periods must start after no more
7 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

8 87. At all relevant times herein set forth, California Labor Code sections 226.7,
9 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
10 meal period mandated by an applicable order of the IWC.

11 88. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
12 and the applicable IWC Wage Order also require employers to provide a second meal period
13 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
14 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
15 total hours worked is no more than twelve (12) hours, the second meal period may be waived
16 by mutual consent of the employer and the employee only if the first meal period was not
17 waived.

18 89. During the relevant time period, Defendants had, and continue to have, a
19 company-wide policy and/or practice of understaffing while assigning demanding workloads,
20 which resulted in a lack of adequate meal period coverage and prevented Plaintiff and other
21 non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which
22 they were entitled. Additionally, as stated, Defendants had a company-wide practice of failing
23 to schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
24 Employees to not be relieved of their duties for compliant meal periods. Furthermore, as
25 mentioned above, Defendants' requirement that employees carry company-issued radios at all
26 times also prevented Plaintiff and other non-party Aggrieved Employees from taking
27 compliant meal periods.

28 90. In addition, as stated, because Defendants frowned upon employees accruing

1 meal period penalties, Defendants' management would adjust Plaintiff's and other non-party
2 Aggrieved Employees' time records and/or pressured employees to clock out for meal periods
3 to reflect compliant meal periods, regardless of whether they had received a compliant meal
4 period, in order to strictly limit meal penalties that would need to be paid by Defendants. For
5 example, Plaintiff would frequently clock out for her meal period within the first five (5)
6 hours of her shift, at Defendants' management's direction, but would continue performing
7 work and would attempt to take her meal period later in the day. Moreover, Defendants'
8 company-wide policy and/or practice of improperly rounding employees' meal period clock-in
9 and clock-out time durations in their timekeeping system to the nearest quarter (0.25) of an
10 hour resulted in the failure to accurately account for meal periods which were late, shortened,
11 and/or interrupted, further causing Plaintiff and other non-party Aggrieved Employees to not
12 be paid premiums for noncompliant meal periods.

13 91. Defendants' practice of understaffing, assigning heavy workloads, and failure
14 to schedule meal periods, prevented Plaintiff and other non-party Aggrieved Employees from
15 taking all compliant meal periods to which they were entitled. As a result, Plaintiff and other
16 non-party Aggrieved Employees were forced to work in excess of five (5) hours before taking
17 a meal period, had their meal periods interrupted, and/or had to forgo their meal periods
18 altogether in order to complete their assigned workloads. For example, during her
19 employment, approximately 3-4 times per week, Plaintiff was forced to wait more than five
20 (5) hours into her shift (sometimes up to seven (7) hours) to take a meal period in order to
21 complete her assigned duties providing care to residents. Furthermore, Plaintiff's meal
22 periods were interrupted or cut short approximately 1-2 times per week by residents
23 requesting her assistance, such as with eating meals, and occasionally by supervisors and/or
24 management asking for help with work-related matters, such as providing memory care to
25 residents.

26 92. Moreover, Defendants did not provide other non-party Aggrieved Employees
27 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
28 one day. Other non-party Aggrieved Employees worked shifts in excess of ten (10) hours or

1 more per day, but were not provided an uninterrupted second 30-minute meal period. Plaintiff
2 and other non-party Aggrieved Employees did not sign valid meal period waivers on days that
3 they were entitled to meal periods and were not relieved of all duties.

4 93. Defendants knew or should have known that as a result of their company-wide
5 policies and/or practices, that Plaintiff and other non-party Aggrieved Employees were not
6 actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further
7 knew or should have known that it did not pay Plaintiff and other non-party Aggrieved
8 Employees meal period premiums when meal periods were missed, late, short, and/or
9 interrupted.

10 94. Furthermore, Defendants engaged in a company-wide practice and/or policy of
11 not paying meal period premiums owed when compliant meal periods are not provided.
12 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
13 have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to
14 the extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees
15 premium pay for missed, late, and interrupted meal periods, Defendants did not pay Plaintiff
16 and other non-party Aggrieved Employees at the correct rate of pay for premium wages
17 because Defendants systematically failed to include all forms of compensation, such as
18 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular
19 rate of pay.

20 95. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
21 Employees compliant meal periods and failed to pay the full meal period premiums due.
22 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
23 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
24 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
25 2699(a), (f), and (g).

26 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

27 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

28 96. At all relevant times herein set forth, the applicable IWC Wage Order and

1 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
2 non-party Aggrieved Employees' employment by Defendants.

3 97. At all relevant times, the applicable IWC Wage Order provides that "[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable shall be in the middle of each work period" and that the "rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
7 hours or major fraction thereof" unless the total daily work time is less than three and one-half
8 (3 ½) hours.

9 98. At all relevant times, California Labor Code section 226.7 provides that no
10 employer shall require an employee to work during any rest period mandated by an applicable
11 order of the California IWC. To comply with its obligation to authorize and permit rest
12 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
13 employer must "relinquish any control over how employees spend their break time, and
14 relieve their employees of all duties—including the obligation that an employee remain on
15 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
16 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

17 99. Pursuant to the applicable IWC Wage Order and California Labor Code section
18 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
19 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
20 required rest period was not authorized and permitted.

21 100. During the relevant time period, Defendants regularly failed to authorize and
22 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
23 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
24 Defendants' policies and/or practice of understaffing and assigning heavy workloads
25 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
26 to take compliant rest periods. Defendants also failed to schedule rest periods, which, coupled
27 with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and
28 other non-party Aggrieved Employees not being authorized and permitted to take rest periods.

Moreover, on information and belief, Plaintiff and other non-party Aggrieved Employees were assigned company-issued radios and were expected to carry and respond to them at all times, including during rest periods.

101. Furthermore, Defendants maintained a company-wide on-premises rest period policy, which mandated that Plaintiff and other non-party Aggrieved Employees remain on Defendants' premises during their rest periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved Employees during rest periods when they were not in sole charge of residents.

102. As a result of Defendants' practices and policies, Plaintiff and other non-party Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, during her employment, Plaintiff was rarely authorized or permitted to take a full and complete 10-minute rest period due to the heavy workload and lack of coverage. Defendants failed to authorize and permit Plaintiff and other non-party Aggrieved Employees to take another rest period when their rest periods were interrupted to respond to the needs of residents.

103. Defendants also have engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for all missed rest periods. Alternatively, to the extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees one (1) additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and other non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

104. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

**FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS
VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

105. At all relevant times herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

106. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

107. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at

1 each hourly rate, in violation of section 226(a)(9).

2 108. Also, because Defendants did not calculate Plaintiff's and other non-party
3 Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime and/or
4 paid sick leave, Defendants did not list the correct amount of gross wages in compliance with
5 section 226(a)(1). For the same reason, Defendants also failed to list the correct amount of net
6 wages in violation of section 226(a)(5). Defendants also failed to correctly list all applicable
7 hourly rates in effect during the pay period, namely, correct overtime rates of pay and/or
8 correct rates of pay for paid sick leave, in violation of section 226(a)(9).

9 109. The wage statement deficiencies also include, without limitation, failing to list
10 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
11 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
12 only the last four digits of his or her social security number or an employee identification
13 number other than a social security number; failing to list the name and address of the legal
14 entity that is the employer; failing to list the inclusive dates of the period for which aggrieved
15 employees were paid; and/or failing to state all hours worked as a result of not recording or
16 stating hours worked off-the-clock.

17 110. California Labor Code section 1174(d) provides that "[e]very person employing
18 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
19 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
20 plants or establishments at which employees are employed, payroll records showing the hours
21 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
22 applicable piece rate paid to, employees employed at the respective plants or
23 establishments. . . ." Defendants willfully failed to maintain accurate payroll records for
24 Plaintiff and other non-party Aggrieved Employees showing the daily hours they worked and
25 the wages paid thereto as a result of failing to record the off-the-clock hours that they worked
26 and improperly rounding Plaintiff's and non-party Aggrieved Employees' total hours worked.

27 111. California Labor Code section 1198 provides that the maximum hours of work
28 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as

1 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
2 employment of any employees for longer hours than those fixed by the order or under
3 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
4 Wage Order, employers are required to keep accurate time records showing when the
5 employee begins and ends each work period and meal period. During the relevant time
6 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
7 and meal period start and stop times for Plaintiff and non-party Aggrieved Employees, in
8 violation of section 1198. Also, as stated, Defendants engaged in a company-wide practice
9 and/or policy of falsifying Plaintiff’s and non-party Aggrieved Employees’ time records by
10 recording that compliant meal periods were taken regardless of if or when meal periods were
11 actually taken, and thereby failed to keep accurate records of meal start and end times for
12 Plaintiff and non-party Aggrieved Employees. Furthermore, in light of Defendants’ failure to
13 provide other non-party Aggrieved Employees with second 30-minute meal periods to which
14 they were entitled, Defendants kept no records of meal start and end times for second meal
15 periods.

16 112. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
17 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
18 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

19 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

20 **VIOLATION OF LABOR CODE SECTION 204**

21 113. At all relevant times herein set forth, California Labor Code section 204
22 requires that all wages earned by any person in any employment between the 1st and the 15th
23 days, inclusive, of any calendar month, other than those wages due upon termination of an
24 employee, are due and payable between the 16th and the 26th day of the month during which
25 the labor was performed. Labor Code section 204 further provides that all wages earned by
26 any person in any employment between the 16th and the last day, inclusive, of any calendar
27 month, other than those wages due upon termination of an employee, are due and payable
28 between the 1st and the 10th day of the following month.

114. At all relevant times herein, California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

115. During the relevant time period, Defendants failed to pay Plaintiff and other non-party Aggrieved Employees all wages due to them, including, but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal and rest period premiums within any time period specified by California Labor Code section 204.

116. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

117. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

118. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants all their earned wages, including, but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

119. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of

1 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
2 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
3 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
4 2699(a), (f), and (g).

5 **FAILURE TO PAY COSTS OF MEDICAL OR PHYSICAL EXAMINATIONS**
6 **VIOLATION OF LABOR CODE SECTION 222.5**

7 120. At all relevant times herein, California Labor Code section 222.5 requires
8 employers to pay for the costs an employee incurs for obtaining any required medical or
9 physical examination.

10 121. During the relevant time period, Defendants have implemented, on a company-
11 wide basis, an employer-imposed requirement that Plaintiff and other non-party Aggrieved
12 Employees undergo mandatory health screenings and temperature checks before their
13 scheduled shifts. As stated, Plaintiff and other non-party Aggrieved Employees followed
14 Defendants' instructions and completed the required health screenings before Defendants
15 permitted them to clock in for their shifts. Even though Defendants required these health
16 screenings, Defendants did not compensate Plaintiff and other non-party Aggrieved
17 Employees for the time they spent undergoing the mandatory health screenings and
18 temperature checks.

19 122. Moreover, during the relevant time period, Defendants implemented, on a
20 company-wide basis, an employer-imposed requirement that other non-party Aggrieved
21 Employees undergo mandatory drug testing, TB testing, and/or physical examinations, but
22 required them to do so at their own expense. As stated, Defendants had a company-wide
23 policy requiring that other non-party Aggrieved Employees travel to a specified medical
24 facility on their own time and use their own means of transportation to undergo drug testing,
25 TB testing, and/or physical examinations. At all times, Defendants were in control of
26 scheduling the date and time for the testing and/or examinations, selecting the
27 provider/facility where the testing and/or examinations were to take place, and determining
28 the scope of the testing and/or examinations.

1 123. However, Defendants did not compensate Plaintiff and/or other non-party
2 Aggrieved Employees for the time they spent traveling to and from the medical facilities; for
3 the time they spent undergoing the health screenings, drug testing, TB testing, and/or physical
4 examinations; or reimburse them for the travel expenses they incurred getting to and from the
5 medical facilities. Defendants' policy and/or practice of not paying for all costs Plaintiff
6 and/or other non-party Aggrieved Employees incurred undertaking mandatory health
7 screenings, drug testing, physical examinations, and/or TB testing is in violation of California
8 Labor Code section 222.5.

9 124. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
10 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

11 **FAILURE TO PROPERLY CALCULATE SICK LEAVE RATES OF PAY**
12 **VIOLATION OF LABOR CODE SECTION 246**

13 125. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
14 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
15 days from the commencement of employment with paid sick days, to be accrued at least one
16 hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4),
17 employers must provide no less than 24 hours or three (3) days of paid sick leave (or
18 equivalent paid leave or paid time off) in each year of the employee's employment. Further,
19 Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using
20 one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in
21 the same manner as the regular rate of pay for the workweek in which the employee uses paid
22 sick time, whether or not the employee actually works overtime in that workweek[;]" or 2)
23 "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's
24 total wages, not including overtime premium pay, by the employee's total hours worked in the
25 full pay periods of the prior 90 days of employment."

26 126. During the relevant time period, Defendants did not pay Plaintiff and other non-
27 party Aggrieved Employees the correct sick leave rates of pay. As stated, in addition to an
28 hourly wage, Defendants paid Plaintiff and other non-party Aggrieved Employees incentive

1 pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of
2 the California Labor Code, Defendants failed to incorporate all remunerations, including
3 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay
4 for purposes of calculating the sick leave rate. Therefore, during times when Plaintiff and
5 other non-party Aggrieved Employees took sick leave and received these other forms of pay,
6 Defendants failed to pay all sick leave benefits by paying a lower sick leave rate than
7 required. Specifically, Defendants paid Plaintiff and other non-party Aggrieved Employees
8 sick leave based on their hourly rate of pay instead of their regular rate of pay.

9 127. Defendants' failure to properly calculate the sick leave rates of pay based on all
10 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
11 non-party Aggrieved Employees on a company-wide basis in violation of California Labor
12 Code 246(l). Plaintiff and other non-party Aggrieved Employees are therefore entitled to
13 recover civil penalties, pursuant to California Labor Code sections 248.5 and/or 2699(a), (f),
14 and (g).

15 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

16 **VIOLATION OF LABOR CODE SECTION 2802**

17 128. At all times herein set forth, California Labor Code section 2802 provides that
18 an employer must reimburse employees for all necessary expenditures and losses incurred by
19 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
20 to prevent employers from passing off their cost of doing business and operating expenses on
21 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
22 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen
23 tools or equipment are required by the employer or are necessary to the performance of a job,
24 such tools and equipment shall be provided and maintained by the employer, except that an
25 employee whose wages are at least two (2) times the minimum wage provided herein may be
26 required to provide and maintain hand tools and equipment customarily required by the trade
27 or craft."

28 129. First, during the relevant time period, Defendants, on a company-wide basis,

1 required that Plaintiff and other non-party Aggrieved Employees use their own personal
2 cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them
3 for the costs of their work-related cellular phone expenses. For example, Plaintiff and other
4 non-party Aggrieved Employees were required to communicate with management regarding
5 work-related matters on their personal cellular phones. Although Defendants required
6 Plaintiff and other non-party Aggrieved Employees to utilize their personal cellular phones
7 and/or cellular data to carry out their work-related responsibilities, Defendants failed to fully
8 reimburse them for this cost.

9 130. Second, as stated, Defendants had a company-wide policy of requiring other
10 non-party Aggrieved Employees to travel to medical facilities on their own time and using
11 their personal vehicles or alternate transportation to obtain mandatory drug testing, physical
12 examinations, and/or TB testing, but did not reimburse them for their travel expenses,
13 including mileage. At all times, Defendants were in control of scheduling the date and time
14 for the testing and/or physical examinations, selecting the provider or facility where the
15 testing and/or physical examinations were to take place, and determining the scope of the
16 testing and/or physical examinations. Defendants gave other non-party Aggrieved Employees
17 strict instructions to obtain drug testing, physical examinations, and/or TB testing, and other
18 non-party Aggrieved Employees underwent the examinations and/or testing for the sole
19 benefit of Defendants. Although Defendants required other non-party Aggrieved Employees
20 to use their own vehicles or obtain alternate transportation to undergo mandatory drug testing,
21 physical examinations, and/or TB testing, Defendants never reimbursed them for their travel
22 expenses.

23 131. Third, Defendants, on a company-wide basis, expected Plaintiff and other non-
24 party Aggrieved Employees to report to work in clean and presentable uniforms, including a
25 shirt emblazoned with Defendants' logo, which forced Plaintiff and other non-party
26 Aggrieved Employees to launder or replace their uniforms frequently, and incur expenses in
27 doing so. Defendants required Plaintiff and other non-party Aggrieved Employees to wear
28 their uniform shirts bearing the company logo on a daily basis, but only provided their

1 employees three (3) uniform shirts each. However, Plaintiff and other non-party Aggrieved
2 Employees were scheduled to work five (5) days in a week, and thus incurred additional
3 laundry expenses for the upkeep of their uniforms because employees had to wash their
4 uniform items more frequently and/or separately from any other items. On a company-wide
5 basis, Defendants did not provide Plaintiff and other non-party Aggrieved Employees with
6 uniform cleaning services or reimburse them for cleaning expenses incurred. Thus,
7 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with an
8 adequate number of uniforms in relation to their scheduled shifts and for the tasks they were
9 required to perform, forcing Plaintiff and other non-party Aggrieved Employees to pay out-of-
10 pocket for laundry costs.

11 132. Defendants could have provided Plaintiff and other non-party Aggrieved
12 Employees with the actual tools for use on the job, such as company phones and company
13 vehicles, as well as an adequate number of uniform shirts or access to a cleaning service. Or,
14 Defendants could have reimbursed employees for the costs of their cellular phone usage,
15 travel expenses, mileage, and uniform laundering expenses. Instead, Defendants passed these
16 operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant
17 times, Plaintiff and other non-party Aggrieved Employees did not earn at least two (2) times
18 the minimum wage.

19 133. Defendants' company-wide policy and/or practice of passing on their operating
20 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
21 section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
22 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

23 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
24 **EMPLOYMENT**

25 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

26 134. California's Wage Theft Prevention Act was enacted to ensure that employers
27 provide employees with basic information material to their employment relationship at the
28 time of hiring, and to ensure that employees are given written and timely notice of any

changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

135. During the relevant time period, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

136. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,

1 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
2 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
3 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
4 statements and maintain accurate payroll records); 201, 202, and 203 (by failing to timely pay
5 all earned wages upon termination); 204 (by failing to timely pay all earned wages during
6 employment); 222.5 (by failing to pay the costs of mandatory physical examinations and/or
7 drug testing); 246 (by failing to properly calculate sick leave rates of pay); 2802 (by failing to
8 reimburse business expenses); and 2810.5 (by failing to provide written notice of material
9 terms of employment).

10 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
11 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
12 201, 202, 203, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
13 1198, 2802, and 2810.5;

14 4. For attorneys' fees and costs pursuant to California Labor Code section
15 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
16 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d),
17 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

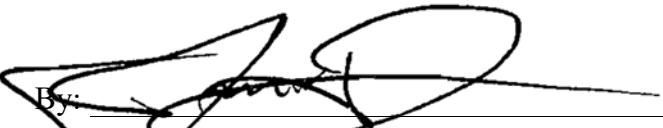
18 5. For pre-judgment and post-judgment interest as provided by law; and

19 6. For such other and further relief as the Court may deem equitable and
20 appropriate.

21
22 Dated: June 7, 2021

Respectfully submitted,

Capstone Law APC

23
24
25 By: 
26 Robert Drexler
27 Molly DeSario
28 Jonathan Lee

Attorneys for Plaintiff Zenaya White

Exhibit 1



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

MICHELLE KENNEDY
310.712.8146 Direct
Michelle.Kennedy@capstonelawyers.com

April 2, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Zenaya White v. Eskaton, et al.*

Dear PAGA Administrator:

This office represents Zenaya White in connection with her claims under the California Labor Code. Ms. White was an employee of ESKATON; ESKATON CLEARLAKE OAKS MANOR; ESKATON FOUNDATION; ESKATON FOUNTAINWOOD LODGE; ESKATON FRANK JACONETTI SENIOR MANOR; ESKATON LODGE GRANITE BAY; ESKATON PROPERTIES, INCORPORATED; ESKATON ROSEVILLE MANOR; ESKATON VILLAGE-GRASS VALLEY; ESKATON VILLAGE-PLACERVILLE; and/or ESKATON VILLAGE-ROSEVILLE. For the purpose of this letter, Ms. White collectively refers to these entities as “ESKATON.”

The employers may be contacted directly at the addresses below:

ESKATON
5105 MANZANITA AVE.
CARMICHAEL CA 95608

ESKATON LODGE GRANITE BAY
5105 MANZANITA AVE
CARMICHAEL CA 95608

ESKATON CLEARLAKE OAKS MANOR
5105 MANZANITA AVE
CARMICHAEL CA 95608

ESKATON PROPERTIES, INCORPORATED
5105 MANZANITA AVE
CARMICHAEL CA 95608

ESKATON FOUNDATION
5105 MANZANITA AVE
CARMICHAEL CA 95608

ESKATON ROSEVILLE MANOR
5105 MANZANITA AVE.
CARMICHAEL CA 95608

ESKATON FOUNTAINWOOD LODGE
5105 MANZANITA AVE
CARMICHAEL CA 95608

ESKATON VILLAGE-GRASS VALLEY
5105 MANZANITA AVE.
CARMICHAEL CA 95608

ESKATON FRANK JACONETTI SENIOR
MANOR
5105 MANZANITA AVE
CARMICHAEL CA 95608-0598

ESKATON VILLAGE-PLACERVILLE
5105 MANZANITA AVE.
CARMICHAEL CA 95608

ESKATON VILLAGE-ROSEVILLE
5105 MANZANITA AVE.
CARMICHAEL CA 95608

Ms. White intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. White seeks relief on behalf of herself, the State of California, and other persons who are or were employed by ESKATON as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

ESKATON employed Ms. White as an hourly paid, non-exempt employee from approximately May 2019 to July 2020. Ms. White worked for ESKATON as a Resident Care Associate at its facility in Pleasanton, California. During her employment, Ms. White typically worked eight (8) or more hours per day, five (5) days per week. At the time her employment ended, Ms. White was compensated approximately \$16.39 per hour. Her job duties included, without limitation, assisting residents with hygiene tasks, such as eating, walking, talking changing clothes, and showering; providing memory care to patients; and conducting skill-building activities with patients.

ESKATON committed one or more of the following Labor Code violations against Ms. White, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

ESKATON's Company-Wide and Uniform Payroll and HR Practices

ESKATON; ESKATON CLEARLAKE OAKS MANOR; ESKATON FOUNDATION; ESKATON FOUNTAINWOOD LODGE; ESKATON FRANK JACONETTI SENIOR MANOR; ESKATON LODGE GRANITE BAY; ESKATON PROPERTIES, INCORPORATED; ESKATON ROSEVILLE MANOR; ESKATON VILLAGE-GRASS VALLEY; ESKATON VILLAGE-PLACERVILLE; and ESKATON VILLAGE-ROSEVILLE are California corporations. ESKATON is a regional provider of senior living and aging services with approximately 16 locations in California. Upon information and belief, ESKATON maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Carmichael, California, for all non-exempt, hourly paid employees working for ESKATON in California, including Ms. White and other aggrieved employees. At all relevant times, ESKATON issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. White and other aggrieved employees, regardless of its location or position.

Upon information and belief, ESKATON maintains a centralized Payroll department at its corporate headquarters in Carmichael, California, which processes payroll for all non-exempt, hourly paid

¹ These facts, theories, and claims are based on Ms. White's experience and counsel's review of those records currently available relating to Ms. White's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. White reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

employees working for ESKATON in California, including Ms. White and other aggrieved employees. Further, ESKATON issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. White and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, ESKATON utilized the same methods and formulas when calculating wages due to Ms. White and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

ESKATON willfully failed to pay all overtime wages owed to Ms. White and other aggrieved employees. During the relevant time period, Ms. White and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, ESKATON had, and continues to have, a company-wide policy and/or practice of improperly rounding employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. ESKATON's rounding policy resulted in the failure to compensate Ms. White and other aggrieved employees fully for all hours worked, causing Ms. White and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. ESKATON's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Ms. White and other aggrieved employees. To the extent ESKATON's rounding policy has taken away time worked that was eligible for overtime, Ms. White and other aggrieved employees were denied overtime pay for all hours worked.

Second, during the relevant period, ESKATON had a policy and/or practice of discouraging and impeding Ms. White and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with ESKATON's understaffing and assigning heavy workloads (*see infra*), led Ms. White and other aggrieved employees to work off-the-clock before and/or after their scheduled shift times in order to complete their assigned tasks. For example, on at least five (5) occasions, Ms. White clocked out at the end of her scheduled shift and continued to complete her assigned duties for up to 20 minutes per instance due to pressure from management to avoid incurring overtime.

Third, during the relevant period, ESKATON had, and continues to have, a policy and/or practice of requiring Ms. White and other aggrieved employees to continue to perform work-related tasks while off-the-clock, such as communicating with ESKATON's management via their personal cellular phones and undergoing mandatory health screenings. For example, about 6-7 times per week, Ms.

White's supervisor would send her text messages to discuss residents' needs, which took up to 5-10 minutes per instance. In addition, Ms. White and other aggrieved employees were required to undergo mandatory health screenings and temperature checks before clocking in for their shifts. Ms. White and other aggrieved employees followed ESKATON's instructions and completed the required health screenings before being permitted to clock in for their shifts. For example, prior to each shift, Ms. White spent up to five (5) minutes per instance waiting and then undergoing the temperature check at the entrance of the facility before being permitted to clock in for her shift. Even though ESKATON required these health screenings, ESKATON did not provide Ms. White and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory health screenings and temperature checks.

Fourth, during the relevant time period, as stated, ESKATON had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, resulting in a failure to provide Ms. White and other aggrieved employees with adequate meal period coverage. ESKATON also failed to schedule meal periods, which further caused Ms. White and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Ms. White and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Ms. White and other aggrieved employees were required to perform their duties during unpaid meal periods or would have their meal periods interrupted to complete such work-related tasks, such as providing assistance or care to residents. In addition, ESKATON has a policy and/or practice of requiring that Ms. White and other aggrieved employees carry a radio at all times in order to respond to calls from supervisors and management, even during unpaid meal periods. ESKATON's supervisors and management contacted Ms. White and other aggrieved employees on their radios during their meal periods in order to request their assistance with residents, such as providing memory care to residents. Thus, Ms. White and other aggrieved employees missed or had meal periods interrupted in order to complete their assigned workloads and respond to radio calls. ESKATON did not pay Ms. White and other aggrieved employees for the time they continued to perform tasks during meal periods.

Furthermore, on information and belief, because ESKATON frowned upon employees accruing meal period penalties, ESKATON pressured Ms. White and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that ESKATON would otherwise owe. Thus, Ms. White and other aggrieved employees performed work during meal periods for which they were not paid.

ESKATON knew or should have known that, as a result of these company-wide practices and/or policies, Ms. White and other aggrieved employees were performing their assigned duties off-the-clock and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. White and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. White and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, ESKATON did not pay Ms. White and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, ESKATON paid Ms. White and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, ESKATON failed to

incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. White and other aggrieved employees worked overtime and received these other forms of pay, ESKATON failed to pay all overtime wages by paying a lower overtime rate than required.

Specifically, ESKATON paid Ms. White and other aggrieved employees nondiscretionary bonuses or incentive pay. On information and belief, these nondiscretionary bonuses and/or incentive pay were listed on Ms. White's and other aggrieved employees' wage statements as "Occupancy Bonus" and "Wrkd Hrs Bonus." During pay periods that Ms. White and other aggrieved employees were paid overtime wages, ESKATON failed to incorporate the nondiscretionary bonus and/or incentive pay into Ms. White's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, ESKATON paid Ms. White and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. ESKATON's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. White and other aggrieved employees on a company-wide basis.

ESKATON's failure to pay Ms. White and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. White and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order 5-2001 as "the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act." Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As set forth above, during the relevant time period, due to ESKATON's policy of rounding Ms. White's and other aggrieved employees' clock-in and clock-out times to the quarter-hour in its timekeeping system, ESKATON failed to compensate Ms. White and other aggrieved employees fully for all hours worked. Also, as stated, as a result of ESKATON's policy of limiting the amount of overtime employees could accrue by discouraging and impeding Ms. White and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Ms. White and other aggrieved employees were required to work off-the-clock before and/or after their scheduled shift start and end times to complete assigned job duties, communicate with supervisors on their personal cellular phones regarding work-related matters, and/or submit to off-the-clock health screenings.

In addition, as stated above, due to ESKATON's policy and/or practice of understaffing while assigning heavy workloads and failure to schedule meal periods, Ms. White and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were

otherwise not relieved of all duties during meal periods. Furthermore, as stated, due to ESKATON's requirement that employees carry their radios at all times, Ms. White and other aggrieved employees had their meal periods interrupted by work in order to respond to calls from supervisors or management. Additionally, as stated above, on information and belief, in order to limit meal penalties that ESKATON would otherwise owe, ESKATON pressured Ms. White and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods.

Moreover, ESKATON maintained and implemented a company-wide policy of requiring employees to undergo mandatory drug testing, tuberculin (TB) testing, and/or physical examinations. At all times, ESKATON was in control of scheduling the dates and times for the testing and/or examinations, selecting the providers/clinics where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. ESKATON gave other aggrieved employees strict instructions to obtain testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of ESKATON. However, ESKATON did not compensate other aggrieved employees for the time they spent traveling to and from the medical clinics or for the time they spent undergoing the drug testing, TB testing, and/or physical examinations.

Thus, ESKATON did not pay minimum wages for all hours worked by Ms. White and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, ESKATON did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1. Accordingly, ESKATON regularly failed to pay at least minimum wages to Ms. White and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198.

Ms. White and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, ESKATON had, and continues to have, a company-wide policy and/or practice of understaffing while assigning demanding workloads, which resulted in a lack of adequate meal period coverage and prevented Ms. White and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, as stated, ESKATON had a company-wide practice of failing to schedule meal periods, which further caused Ms. White and other aggrieved employees to not be relieved of their duties for compliant meal periods. Furthermore, as mentioned above, ESKATON's requirement that employees carry company-issued radios at all times also prevented Ms. White and other aggrieved employees from taking compliant meal periods.

In addition, as stated, because ESKATON frowned upon employees accruing meal period penalties, ESKATON's management would adjust Ms. White's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by ESKATON. For example, Ms. White would frequently clock out for her meal period within the first five (5) hours of her shift, at ESKATON's management's direction, but would continue performing work and would attempt to take her meal period later in the day. Moreover, ESKATON's company-wide policy and/or practice of improperly rounding employees' meal period clock-in and clock-out time durations in its timekeeping system to the nearest quarter (0.25) of an hour resulted in the failure to accurately account for meal periods which were late, shortened, and/or interrupted, further causing Ms. White and other aggrieved employees to not be paid premiums for non-compliant meal periods.

ESKATON's practice of understaffing, assigning heavy workloads, and failure to schedule meal periods, prevented Ms. White and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Ms. White and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether in order to complete their assigned workloads. For example, during her employment, approximately 3-4 times per week, was forced to wait more than five (5) hours into her shift (sometimes up to seven (7) hours) to take a meal period in order to complete her assigned duties providing care to residents. Furthermore, Ms. White's meal periods were interrupted or cut short approximately 1-2 times per week by residents requesting her assistance, such as with eating meals, and occasionally by supervisors and/or management asking for help with work-related matters, such as providing memory care to residents.

Moreover, ESKATON did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Other aggrieved employees worked shifts in excess of ten (10) hours or more per day, but were not provided an uninterrupted second 30-minute meal period. Ms. White and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

ESKATON knew or should have known that as a result of its company-wide policies and/or practices, that Ms. White and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. ESKATON further knew or should have known that it did not pay Ms. White and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, ESKATON engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice

and/or policy, Ms. WHITE and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that ESKATON did pay Ms. White and other aggrieved employees premium pay for missed, late, and interrupted meal periods, ESKATON did not pay Ms. WHITE and other aggrieved employees at the correct rate of pay for premium wages because ESKATON systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, ESKATON failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. White and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, ESKATON regularly failed to authorize and permit Ms. White and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, ESKATON's policies and/or practice of understaffing and assigning heavy workloads prevented Ms. White and other aggrieved employees from being relieved of all duty to take compliant rest periods. ESKATON also failed to schedule rest periods, which, coupled with ESKATON's failure to provide adequate rest period coverage, further led to Ms. White and other aggrieved employees not being authorized and permitted to take rest periods. Moreover, on information and belief, Ms. White and other aggrieved employees were assigned company-issued radios and were expected to carry and respond to them at all times, including during rest periods.

Furthermore, ESKATON maintained a company-wide on-premises rest period policy, which mandated that Ms. White and other aggrieved employees remain on ESKATON's premises during their rest periods. Because Ms. White and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, ESKATON effectively maintained control

over Ms. White and other aggrieved employees during rest periods when they were not in sole charge of residents.

As a result of ESKATON's practices and policies, Ms. White and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, during her employment, Ms. White was rarely authorized or permitted to take a full and complete 10-minute rest period due to the heavy workload and lack of coverage. ESKATON failed to authorize and permit Ms. White and other aggrieved employees to take another rest period when their rest periods were interrupted to respond to the needs of residents.

ESKATON also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. White and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that ESKATON did pay Ms. White and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, ESKATON did not pay Ms. White and other aggrieved employees at the correct rate of pay for premiums because ESKATON failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, ESKATON failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. White and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. ESKATON has not provided Ms. White and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, ESKATON has knowingly and intentionally provided Ms. White and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, ESKATON issued uniform wage statements to Ms. White and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, ESKATON violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because ESKATON did not record the time Ms. White and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), ESKATON did not list the correct amount of gross wages and net wages earned by Ms. White and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, ESKATON failed to accurately list the total number of hours worked by Ms. White and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because ESKATON did not calculate Ms. White's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime and/or paid sick leave, ESKATON did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, ESKATON also failed to list the correct amount of net wages in violation of section 226(a)(5). ESKATON also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and/or correct rates of pay for paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), ESKATON willfully failed to maintain accurate payroll records for Ms. White and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Ms. White's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, ESKATON failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Ms. White and other aggrieved employees, in violation of section 1198. Also, as stated, ESKATON engaged in a company-wide practice and/or policy of falsifying Ms. White's and other aggrieved employees' time records by

recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. White and other aggrieved employees. Furthermore, in light of ESKATON's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, ESKATON kept no records of meal start and end times for second meal periods.

Because ESKATON failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. White and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. White and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. White and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, ESKATON failed to pay Ms. White and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. White and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

ESKATON willfully failed to pay Ms. White and other aggrieved employees who are no longer employed by ESKATON all their earned wages, including, but not limited to, overtime wages, minimum wages, sick leave pay, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving ESKATON's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. White and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, ESKATON has implemented, on a company-wide basis, an employer-imposed requirement that Ms. White and other aggrieved employees undergo mandatory health screenings and temperature checks before their scheduled shifts. As stated, Ms. White and other aggrieved employees followed ESKATON's instructions and completed the required health screenings before ESKATON permitted them to clock in for their shifts. Even though ESKATON required these health screenings, ESKATON did not compensate Ms. White and other aggrieved employees for the time they spent undergoing the mandatory health screenings and temperature checks.

Moreover, during the relevant time period, ESKATON implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing, TB testing, and/or physical examinations, but required them to do so at their own expense. As stated, ESKATON had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing, TB testing, and/or physical examinations. At all times, ESKATON was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations.

However, ESKATON did not compensate Ms. White and/or other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the health screenings, drug testing, TB testing, and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. ESKATON's policy and/or practice of not paying for all costs Ms. White and/or other aggrieved employees incurred undertaking mandatory health screenings, drug testing, physical examinations, and/or TB testing is in violation of California Labor Code section 222.5.

Ms. White and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Unpaid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement

of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, ESKATON did not pay Ms. White and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, ESKATON paid Ms. White and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, ESKATON failed to incorporate all remunerations, including incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when Ms. White and other aggrieved employees took sick leave and received these other forms of pay, ESKATON failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, ESKATON paid Ms. White and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

ESKATON's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. White and other aggrieved employees on a company-wide basis in violation of Labor Code 246(l). Ms. White and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, ESKATON, on a company-wide basis, required that Ms. White and other aggrieved employees use their own personal cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. For example, Ms. White and other aggrieved employees were required to communicate with management regarding work-related matters on their personal cellular phones. Although ESKATON required Ms. White and other aggrieved employees to utilize their personal cellular phones and/or cellular data to carry out their work-related responsibilities, ESKATON failed to fully reimburse them for this cost.

Second, as stated, ESKATON had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or alternate transportation to obtain mandatory drug testing, physical examinations, and/or TB testing, but did not reimburse them for their travel expenses, including mileage. At all times, ESKATON was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. ESKATON gave other aggrieved employees strict instructions to obtain drug testing, physical examinations, and/or TB testing, and other aggrieved employees underwent the examinations and/or testing for the sole benefit of ESKATON. Although ESKATON required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo mandatory drug testing, physical examinations, and/or TB testing, ESKATON never reimbursed them for their travel expenses.

Third, ESKATON, on a company-wide basis, expected Ms. White and other aggrieved employees to report to work in clean and presentable uniforms, including a shirt emblazoned with ESKATON's logo, which forced Ms. White and other aggrieved employees to launder or replace their uniforms frequently, and incur expenses in doing so. ESKATON required Ms. White and other aggrieved employees to wear their uniform shirts bearing the company logo on a daily basis, but only provided their employees three (3) uniform shirts each. However, Ms. White and other aggrieved employees were scheduled to work five (5) days in a week, and thus incurred additional laundry expenses for the upkeep of their uniforms because employees had to wash their uniform items more frequently and separately from any other items. On a company-wide basis, ESKATON failed to provide Ms. White and other aggrieved employees with uniform cleaning services or reimburse them for cleaning expenses incurred. Thus, ESKATON failed to provide Ms. White and other aggrieved employees with an adequate number of uniforms in relation to their scheduled shifts and for the tasks they were required to perform, forcing Ms. White and other aggrieved employees to pay out-of-pocket for laundry costs.

ESKATON could have provided Ms. White and other aggrieved employees with the actual tools for use on the job, such as company phones, company vehicles, or an adequate number of uniform shirts or access to a cleaning service. Or, ESKATON could have reimbursed employees for the costs of their cellular phone usage, travel expenses, mileage, and uniform laundering expenses. Instead, ESKATON passed these operating costs off onto Ms. White and other aggrieved employees. At all relevant times, Ms. White and other aggrieved employees did not earn at least two (2) times the minimum wage.

Thus, ESKATON had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. White and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the

rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

ESKATON failed to provide Ms. White and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C) on a company-wide basis. ESKATON's failure to provide Ms. White and other aggrieved employees with written notice of basic information regarding their employment with ESKATON is in violation of Labor Code section 2810.5.

Ms. White and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." ESKATON, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. White's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. White seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. White, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against ESKATON for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 246, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. White seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. White's reasonable attempt to settle her dispute with ESKATON prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform ESKATON of Ms. White's aforementioned grievances and the

proposed remedies as detailed below, while affording ESKATON a reasonable opportunity to satisfy Ms. White's demands.

Demand is hereby made that ESKATON shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. ESKATON shall pay Ms. White and all other aggrieved employees employed by ESKATON at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. ESKATON shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. ESKATON shall conduct a survey or interview all current and former aggrieved employees in California who worked for ESKATON in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mandatory medical examinations, cellular phone expenses, travel, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. ESKATON shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. ESKATON also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. ESKATON shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for ESKATON's benefit, including, but not limited to, cellular phone expenses, costs of mandatory medical examinations, travel expenses, mileage, uniform laundering, or other expenditures, as required by Labor Code sections 222.5 and 2802.
6. ESKATON shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. ESKATON shall provide Ms. White and all aggrieved employees employed by ESKATON at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. ESKATON shall properly calculate aggrieved employees' overtime and sick leave rates of pay based on all remuneration paid, pursuant to Labor Code sections 510 and 246(l).
9. ESKATON shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

10. ESKATON shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
11. ESKATON shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Michelle Kennedy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 712-8146

Best Regards,



Michelle Kennedy

Copy: ESKATON (via U.S. Certified Mail); ESKATON CLEARLAKE OAKS MANOR (via U.S. Certified Mail); ESKATON FOUNTAINWOOD LODGE (via U.S. Certified Mail); ESKATON FRANK JACONETTI SENIOR MANOR (via U.S. Certified Mail); ESKATON LODGE GRANITE BAY (via U.S. Certified Mail); ESKATON LODGE, INCORPORATED (via U.S. Certified Mail); ESKATON VILLAGE-GRASS VALLEY (via U.S. Certified Mail); ESKATON VILLAGE-PLACERVILLE (via U.S. Certified Mail); ESKATON VILLAGE-ROSEVILLE (via U.S. Certified Mail).



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9590 9402 1512 5362 2706 08

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White v. Eskaton

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02 1P \$008.08
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5105 MANZANITA AVE
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 15

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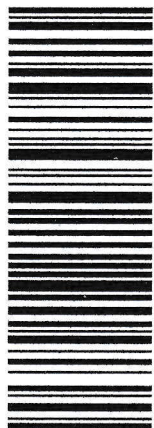
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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| ☐ Adult Signature | ☐ Priority Mail Express® |
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| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
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| ☐ Registered Mail | |
| ☐ Registered Mail Restricted Delivery (\$500) | |

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Postage

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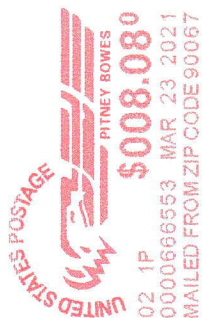
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White v. Eskaton
Lodge Granite Bay

PS Form 3800, April 2015 PSN 7530-02-000-9047

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MANOR
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CARMICHAEL CA 95608



9590 9402 1512 5362 2706 91

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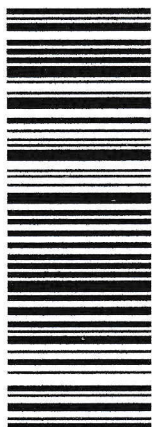
☐ Yes☐ No

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MANOR

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HereWhite v. Eskaton
Clearlake Oaks
Manor

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CARMICHAEL CA 95608



9590 9402 1512 5362 2706 22

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Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

ESKATON ROSEVILLE MANOR

5105 MANZANITA AVE.

CARMICHAEL CA 95608

Postmark

Here

White v. Eskaton
Roseville Manor



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON FOUNTAINWOOD
LODGE
5105 MANZANITA AVE
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 46

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0480

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 0480

ESKATON FOUNTAINWOOD LODGE
5105 MANZANITA AVE
CARMICHAEL CA 95608

one

AW APC

1000
Park East, Ste 1000
CA 90067

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

ESKATON FOUNTAINWOOD
LODGE

Street and Apt. No., or PO Box No.

5105 MANZANITA AVE

City, State, ZIP+4®

CARMICHAEL CA 95608

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for instructions

Postmark

White v. Eskaton
Fountainwood
Lodge

7020 1290 0001 8879 0480



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON VILLAGE-GRASS VALLEY
5105 MANZANITA AVE.
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 53

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0442

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

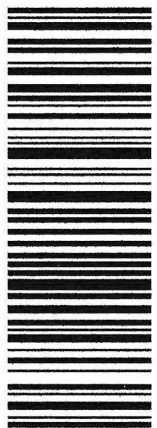
☐ Yes☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery☐ (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 0442

ESKATON VILLAGE-GRASS VALLEY
5105 MANZANITA AVE.
CARMICHAEL CA 95608

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

ESKATON VILLAGE-GRASS VALLEY
5105 MANZANITA AVE.

CARMICHAEL CA 95608

Postmark

Whiter v. Eskaton
Village-Grass
Valley

one

AW APC

1000
Park East, Ste 1000
CA 90067

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON FRANK JACONETTI
SENIOR MANOR
5105 MANZANITA AVE
CARMICHAEL CA 95608-0598



9590 9402 1512 5362 2706 60

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0459

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

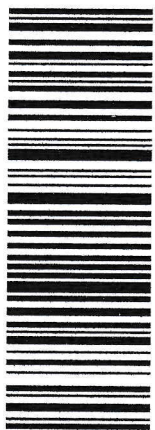
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 0459

ESKATON FRANK JACONETTI SENIOR
MANOR
5105 MANZANITA AVE
CARMICHAEL CA 95608-0598

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

ESKATON FRANK JACONETTI

SENIOR MANOR

Street and Apt. No., or PO Box No.

5105 MANZANITA AVE

City, State, ZIP+4®

CARMICHAEL CA 95608-0598

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark

Here

White v. Eskaton
Frank Jacconetti
Senior Manor

one

AW APC

/ Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON VILLAGE-PLACERVILLE
5105 MANZANITA AVE.
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 77

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0466

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Registered Mail☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 0466

ESKATON VILLAGE-PLACERVILLE
5105 MANZANITA AVE.
CARMICHAEL CA 95608

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.**OFFICIAL USE**

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

ESKATON VILLAGE-PLACERVILLE

Street and Apt. No., or PO Box No. 5105 MANZANITA AVE.

City, State, ZIP+4® CARMICHAEL CA 95608

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark

Here

White v. Eskaton
Village - Placervilleone
LAW APC1000
Park East, Site 1000
CA 90067



SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON VILLAGE-ROSEVILLE
5105 MANZANITA AVE.
CARMICHAEL CA 95608



9590 9402 1512 5362 2705 92

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0473

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 0473

ESKATON VILLAGE-ROSEVILLE
5105 MANZANITA AVE.
CARMICHAEL CA 95608

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.**OFFICIAL USE**

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

ESKATON VILLAGE-ROSEVILLE

Street and Apt. No., 5105 MANZANITA AVE.

City, State, ZIP+4® CARMICHAEL CA 95608

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark

Here

White v. Eskaton
Village-Roseville

one
LAW APC

1000
Park East, Ste 1000
CA 90067

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON VILLAGE-GRASS VALLEY
5105 MANZANITA AVE.
CARMICHAEL CA 95608

9590 9402 1512 5362 2706 53

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0442

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOE NEUWS

4/5

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

5105 MANZANITA AVE.

CARMICHAEL CA 95608

9590 9402 1512 5362 2706 77

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0466

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON VILLAGE-PLACERVILLE
5105 MANZANITA AVE.
CARMICHAEL CA 95608

9590 9402 1512 5362 2706 77

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0466

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOE NEUWS

4/5

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

5105 MANZANITA AVE.

CARMICHAEL CA 95608

9590 9402 1512 5362 2706 77

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0466

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON FOUNTAINWOOD LODGE
5105 MANZANITA AVE
CARMICHAEL CA 95608

9590 9402 1512 5362 2706 46

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0480

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOE NEUWS

4/5

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

5105 MANZANITA AVE.

CARMICHAEL CA 95608

9590 9402 1512 5362 2705 92

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0473

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON VILLAGE-ROSEVILLE
5105 MANZANITA AVE.
CARMICHAEL CA 95608

9590 9402 1512 5362 2705 92

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0473

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOE NEUWS

4/5

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

5105 MANZANITA AVE.

CARMICHAEL CA 95608

9590 9402 1512 5362 2705 92

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0473

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON ROSEVILLE MANOR
5105 MANZANITA AVE.
CARMICHAEL CA 95608

9590 9402 1512 5362 2706 84

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0411

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOE NEUWS

4/5

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

5105 MANZANITA AVE.

CARMICHAEL CA 95608-0598

9590 9402 1512 5362 2706 60

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0459

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON FRANK JACONETTI SENIOR MANOR
5105 MANZANITA AVE
CARMICHAEL CA 95608-0598

9590 9402 1512 5362 2706 60

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0459

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JOE NEUWS

4/5

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

5105 MANZANITA AVE.

CARMICHAEL CA 95608-0598

9590 9402 1512 5362 2706 60

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0459

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON CLEARLAKE OAKS
MANOR
5105 MANZANITA AVE
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 91

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0398

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Cindy Powell* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

CINDY POWELL

C. Date of Delivery

*4/8/21*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Registered Mail Restricted Delivery (\$500) | |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON FOUNDATION
5105 MANZANITA AVE
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 39

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0428

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Cindy Powell

☐ Agent☐ Addressee

B. Received by (Printed Name)

CINDY POWELL

C. Date of Delivery

4/8/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON LODGE GRANITE BAY
5105 MANZANITA AVE
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 15

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0381

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Cindy Powell

☐ Agent☐ Addressee

B. Received by (Printed Name)

CINDY POWELL

C. Date of Delivery

4/8/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON PROPERTIES,
INCORPORATED
5105 MANZANITA AVE
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 22

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0404

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Cindy Powell

☐ Agent☐ Addressee

B. Received by (Printed Name)

CINDY POWELL

C. Date of Delivery

4/8/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ESKATON
5105 MANZANITA AVE.
CARMICHAEL CA 95608



9590 9402 1512 5362 2706 08

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0374

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Cindy Powell* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

CINDY POWELL 4/12/21

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Registered Mail Restricted Delivery (\$500) | |

Domestic Return Receipt