

FILED

DEC 13 2021

**CLERK OF THE SUPERIOR COURT
BY: K. BESANA, DEPUTY CLERK**

**MAYALL HURLEY P.C.
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Attorneys for Plaintiff Brenda Myers

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SHASTA

**BRENDA MYERS, an individual, on her
own behalf and on behalf of the Labor and
Workforce Development Agency;**

Plaintiff,

vs.

**QUALITY CARE HOMES, INC., a
corporation; and DOES 1-100, inclusive,**

Defendants.

Case No.: 198789

**COMPLAINT FOR DAMAGES AND CIVIL
PENALTIES**

- 1. FAILURE TO PAY OVERTIME**
- 2. FAILURE TO PAY MINIMUM WAGE**
- 3. FAILURE TO PROVIDE PAID SICK
LEAVE**
- 4. FAILURE TO PROVIDE MEAL PERIODS
OR PAY PREMIUMS**
- 5. FAILURE TO PROVIDE REST PERIODS
OR PAY PREMIUMS**
- 6. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS**
- 7. FAILURE TO REIMBURSE FOR
BUSINESS EXPENSES**
- 8. FAILURE TO PAY ALL WAGES DUE AT
END OF EMPLOYMENT**
- 9. PRIVATE ATTORNEYS GENERAL ACT**

JURY TRIAL DEMANDED

Plaintiff Brenda Myers brings this action against Quality Care Homes, Inc., a corporation; and
Does 1 through 100, for violations of the Labor Code.

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PARTIES

1. Plaintiff Brenda Myers ("Myers" or "Plaintiff") is and at all times relevant herein was employed in Shasta County, California, and was an "employee" as defined by the Labor Code and applicable California Industrial Wage Commission ("IWC") Wage Order(s).

2. Defendant Quality Care Homes, Inc. (also referred to herein as "Defendant") is an California corporation, formed under the laws of California, and at all times relevant was an "employer" as defined by the Labor Code and applicable IWC Wage Order(s).

3. Quality Care Homes, Inc. and Does 1-100 are collectively referred to as Defendants.

4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

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1 Myers all overtime and doubletime wages earned, Quality Care Home, Inc. violated Labor Code
2 section 510.

3 13. As mentioned above, Myers often worked seven days in a workweek. Accordingly,
4 Quality Care Home, Inc. violated Labor Code sections 551 and 552.

5 14. Quality Care Home, Inc. also failed to provide its employees with paid sick leave, as
6 required by California law. Labor Code section 246, subdivision (b)(1) provides that nonexempt
7 employees shall accrue paid sick days at the rate of not less than one hour per every 30 hours
8 worked. However, and despite the fact that she worked forty hours or more per workweek, Myers
9 was informed that she and other employees were entitled to only 24 hours of paid sick time, *per*
10 *year*. This is corroborated by Myers' wage statements. For example, during the pay period of July
11 25 – August 7, 2021, Myers took 24 hours of paid sick leave—leaving her with no paid sick leave
12 remaining. (**Exhibit 1.**) In the following pay period of August 8-21, 2021, Myers worked a full
13 schedule, but accrued no paid sick leave. (**Exhibit 2.**) Even in the *next* pay period of August 22 –
14 September 4, 2021, in which Myers worked a full schedule, she still accrued no paid sick leave.
15 (**Exhibit 3.**) By failing to provide its employees with paid sick leave, Quality Care Home, Inc.
16 violated Labor Code section 246.

17 15. Myers was also denied rest and meal periods to which she was entitled. As set forth
18 above, Myers worked a full-time schedule, with her daily shifts typically being more than eight
19 hours. However, she was not relieved of all duty and afforded the opportunity to take an
20 uninterrupted ten-minute rest break for every four hours worked. Similarly, she was not relieved of
21 all duty and afforded the opportunity to take a thirty-minute meal period for every workshift of five
22 hours or more. Nonetheless, Myers was instructed to falsely mark on her timecards that she
23 punched out and took meal breaks. When Myers complained that she was not getting meal breaks
24 and certainly shouldn't falsely attest otherwise, the owner, Gurmeel Singh, told Myers that any
25 time during the workday in which Myers was not actively working (i.e., "a minute here, a minute
26 there") should be considered, *in the aggregate*, her break time. Further, Myers was not paid an hour
27 of pay at her regular rate of compensation for every rest and meal period that Quality Care Home,
28

1 Inc. failed to authorize and permit. Accordingly, Quality Care Home, Inc. violated Labor Code
2 sections 226.7 and 512.

3 16. Because Myers was not paid the minimum wage for all hours worked, was not paid
4 earned overtime and doubletime, and as she has not been paid premium pay for every rest and meal
5 period denied her, *supra*, the itemized wage statements issued to her failed to show the gross wages
6 earned, the net wages earned, the total hours worked, and all applicable hourly rates in effect
7 during the pay period and the corresponding number of hours worked at each rate, in violation of
8 Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

9 17. Quality Care Home, Inc. also failed to indemnify and reimburse Myers for all work-
10 related expenditures. In the course of her job duties, Myers was required to use her personal cell
11 phone on a regular basis. However, Quality Care Home, Inc. did not reimburse Myers for any
12 portion of her cell phone bill. Accordingly, Quality Care Home, Inc. violated Labor Code section
13 2802.

14 18. Last, Quality Care Home, Inc. failed to timely pay earned wages as required by the
15 Labor Code. Quality Care Home, Inc. uniformly paid Myers her wages earned nine days after the
16 close of the pay period. For example, Myers was paid wages on September 27, 2021 for the pay
17 period of September 5-18. (**Exhibit 4.**) This violated Labor Code section 204 which provides that,
18 while wages earned between the first and fifteenth days of the month may be paid by the twenty-
19 sixth, and wages earned between the sixteenth and last days of the month may be paid by the tenth
20 of the following month, wages must otherwise be paid no later than seven days following the close
21 of the pay period. (Lab. Code, § 204, subds. (a), (d).) Even if Quality Care Home, Inc.'s payroll
22 schedule complied with the Labor Code, section 204 would still have been violated since Myers
23 was not paid all wages due upon the close of each pay period.

24 19. At no point since the cessation of Myers' employment with Quality Care Home, Inc.
25 has she been paid all wages due and owing, *supra*, in violation of Labor Code sections 201 and
26 202.

1 20. The foregoing violations, and each of them, were committed as against other
2 employees of Quality Care Homes, Inc. in California, and within the last year.

3 21. The foregoing list of misconduct is a partial list only and set forth by way of example.

4 22. On October 5, 2021, Myers provided written notice to the Labor and Workforce
5 Development Agency ("LWDA") and Quality Care Homes, Inc. regarding the specific provisions
6 of the Labor Code alleged to have been violated, including the facts and theories to support those
7 alleged violations. (**Exhibit 5.**)

8 23. As of the filing of this Complaint, more than 65 calendar days after Myers' initial
9 written notice, the LWDA has not provided written notice that it intends to investigate any of
10 Myers' allegations as set forth above. Accordingly, Myers has satisfied the administrative
11 prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties
12 against Defendants, in addition to other remedies, for violations of the California Labor Code.

13 **FIRST CAUSE OF ACTION**
14 **FAILURE TO PAY OVERTIME**
15 **(Lab. Code § 510)**
 Against Defendants

16 24. Plaintiff hereby realleges and incorporates by reference each and every allegation set
17 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
18 allegations of this cause of action.

19 25. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday
20 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
21 seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-
22 half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
23 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any
24 work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no
25 less than twice the regular rate of pay of an employee.

26 26. Pursuant to Labor Code section 1198, the maximum hours of work and standard
27 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
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1 conditions of labor for employees and the employment of any employee for longer hours than those
2 fixed by the commission or under conditions of labor prohibited by the order is unlawful.

3 27. During the relevant time period, Plaintiff regularly worked overtime and doubletime.

4 28. During the relevant time period, Defendants intentionally and willfully failed to pay the
5 proper overtime/doubletime wages due to Plaintiff.

6 29. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
7 provided.

8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PAY MINIMUM WAGE**
10 **(Lab. Code, §§ 1182.12, 1197)**
11 **Against Defendants**

12 30. Myers hereby realleges and incorporates by reference each and every allegation set
13 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 31. The minimum wage for California employers with 26 or more employees, in 2020,
16 was \$13 per hour. In 2021, that minimum wage was \$14 per hour. (Lab. Code, § 1182.12, subd.
17 (b)(1).)

18 32. The minimum wage for California employers with 25 or fewer employees, in 2020,
19 was \$12 per hour. In 2021, that minimum wage was \$13 per hour. (Lab. Code, § 1182.12, subd.
20 (b)(2).)

21 33. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement
22 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
23 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
24 balance of the full amount of this minimum wage or overtime compensation, including interest
25 thereon, reasonable attorney's fees, and costs of suit.

26 34. Pursuant to Labor Code section 1197, the minimum wage for employees fixed by
27 the commission is the minimum wage to be paid to employees, and the payment of a less wage than
28 the minimum so fixed is unlawful.

35. Labor Code section 1194.2 provides that in any action under section 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

36. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

THIRD CAUSE OF ACTION
FAILURE TO PAY SICK LEAVE
(Lab. Code, §§ 218, 233, 246 *et seq.*)
Against Defendants

37. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

38. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt employees at that employee's "regular rate of pay."

39. According to the California Supreme Court, sick pay is a form of wages. (*Murphy v. Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.)

40. Labor Code section 233 provides that “any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.”

41. During the relevant time period, Defendants intentionally and willfully failed to provide paid sick leave as required by law. Accordingly, Plaintiff did not receive the full amount of paid sick time that she was entitled to receive by law, and was therefore denied the right to use sick leave within the meaning of Labor Code sections 233(a) and (c).

1 42. Any employer who violates Labor Code section 233 is liable to employees for the
2 greater of one days' pay or actual damages, reasonable equitable relief, and reasonable attorneys'
3 fees and costs. (Lab. Code, § 233, subs. (d), (e).)

4 43. Further, Labor Code section 218 authorizes a private right of action to recover unpaid
5 wages.

6 44. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
7 provided.

8 **FOURTH CAUSE OF ACTION**
9 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
10 **(Lab. Code, §§ 226.7, 512)**
 Against Defendants

11 45. Plaintiff hereby realleges and incorporates by reference each and every allegation
12 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 46. Labor Code section 226.7 requires employers to provide employees meal periods as
15 mandated by Order of the Industrial Welfare Commission. It states:

- 16 a. No employer shall require any employee to work during any meal or rest
17 period mandated by an applicable order of the Industrial Welfare
18 Commission.
- 19 b. If an employer fails to provide an employee a meal period or rest period in
20 accordance with an applicable order of the Industrial Welfare Commission,
21 the employer shall pay the employee one additional hour of pay at the
22 employee's regular rate of compensation for each work day that the meal or
23 rest period is not provided.

24 47. Labor Code section 512(a) and the applicable wage order provide that an employer
25 may not employ a person for a work period of more than five hours per day without providing that
26 employee a meal period of not less than thirty minutes, except that if the total work period per day
27 is no more than six hours, the meal period may be waived by mutual consent of both the employer
28

1 and employee. An employer may not employ a person for a work period of more than ten hours
2 per day without providing an employee with a second meal period of not less than thirty minutes,
3 except that if the total work period per day of the employee is no more than twelve hours, the meal
4 period may be waived by mutual consent of both the employer and the employee, and if the first
5 meal period was not waived.

6 48. During the relevant time period, Plaintiff was not provided with meal breaks as
7 required by law and did not receive an additional hour of premium pay for each missed meal
8 period.

9 49. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

10 **FIFTH CAUSE OF ACTION**
11 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
12 **(Lab. Code, § 226.7)**
13 **Against Defendants**

14 50. Plaintiff hereby realleges and incorporates by reference each and every allegation
15 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
16 allegations of this cause of action.

17 51. Labor Code section 226.7 requires employers to provide employees rest periods as
18 mandated by Order of the Industrial Welfare Commission. It states:

- 19 a. No employer shall require any employee to work during any meal or rest
20 period mandated by an applicable order of the Industrial Welfare
21 Commission.
22 b. If an employer fails to provide an employee a meal period or rest period in
23 accordance with an applicable order of the Industrial Welfare Commission,
24 the employer shall pay the employee one additional hour of pay at the
25 employee's regular rate of compensation for each work day that the meal or
26 rest period is not provided.

27 52. Section 11 of the applicable IWC Wage Order provides:

28 "(A) Every employer shall authorize and permit all employees to take rest periods,

1 which insofar as practicable shall be in the middle of each work period. Nothing in
2 this provision shall prevent an employer from staggering rest periods to avoid
3 interruption in the flow of work and to maintain continuous operations, or from
4 scheduling rest periods to coincide with breaks in the flow of work that occur in the
5 course of the workday. The authorized rest period time shall be based on the total
6 hours worked daily at the rate of ten (10) minutes net rest time for every four (4)
7 hours worked, or major fraction thereof. Rest periods shall take place at employer
8 designated areas, which may include or be limited to the employees' immediate work
9 area.

10 (B) Rest periods need not be authorized in limited circumstances when the disruption
11 of continuous operations would jeopardize the product or process of the work.
12 However, the employer shall make up the missed rest period within the same workday
13 or compensate the employee for the missed ten (10) minutes of rest time at his/her
14 regular rate of pay within the same pay period.

15 (C) A rest period need not be authorized for employees whose total daily work time
16 is less than three and one-half (3 ½) hours. Authorized rest period time shall be
17 counted as hours worked for which there shall be no deduction from wages.

18 (D) If an employer fails to provide an employee a rest period in accordance with the
19 applicable provisions of this order, the employer shall pay the employee one (1) hour
20 of pay at the employee's regular rate of compensation for each workday that the rest
21 period is not provided."

22 53. During the relevant time period, Plaintiff was not provided with rest breaks as
23 required by law and did not receive an additional hour of premium pay for each missed rest break.

24 54. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

25 **SIXTH CAUSE OF ACTION**
26 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
27 **(Lab. Code, § 226(a))**
28 **Against Defendants**

55. Plaintiff hereby realleges and incorporates by reference each and every allegation set
forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
allegations of this cause of action.

56. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the
time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
check, draft, or voucher paying the employee's wages, or separately when the wages are paid by
personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)

1 total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable
2 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
3 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the
4 last four digits of his or her social security number or an employee identification number, (8) the name
5 and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during
6 the pay period and corresponding number of hours worked at each hourly rate by the employee and, if
7 the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each
8 temporary services assignment.”

9 57. An employee suffering injury as a result of the knowing and intentional failure by an
10 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
11 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
12 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
13 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s
14 fees. (Lab. Code, § 226, subd. (e)(1).)

15 58. An employee is deemed to suffer injury if the employer fails to provide a wage
16 statement or if the employer fails to provide accurate and complete information as required by any one
17 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
18 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
19 during the pay period or any of the other information required to be provided pursuant to Labor Code
20 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
21 and address of the employer and iv) the name of the employee and the last four digits of his or her
22 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
23 (iv).) “Promptly and easily determine” means a reasonable person would be able to readily ascertain
24 the information without reference to other documents or information. (Lab. Code, § 226, subd.
25 (e)(2)(C).)

26 59. As set forth above, Defendants intentionally and willfully failed to furnish accurate
27 itemized wage statements which complied with Labor Code section 226.

1 60. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
2 provided.

3 **EIGHTH CAUSE OF ACTION**
4 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
5 **(Lab. Code, § 2802.)**
6 **Against Defendants**

7 61. Plaintiff hereby realleges and incorporates by reference each and every paragraph
8 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 62. Labor Code section 202, subdivision (a) provides that “[a]n employer shall
11 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
12 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
13 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
14 believed them to be unlawful.

15 63. Nonetheless, as set forth above, Defendants failed to reimburse Plaintiff for all
16 incurred business expenses.

17 64. Labor Code section 2802 further provides that, in an action for reimbursement of
18 business expenses, a prevailing plaintiff is entitled to an award of attorney’s fees.

19 65. Wherefore, Plaintiff has been injured as set forth above and requests relief as
20 hereafter provided.

21 **NINTH CAUSE OF ACTION**
22 **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
23 **(Lab. Code, § 201, *et seq.*)**
24 **Against Defendants**

25 66. Plaintiff hereby realleges and incorporates by reference each and every allegation set
26 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
27 allegations of this cause of action.

28 67. Labor Code section 201 provides that if an employer discharges an employee, the wages
earned and unpaid at the time of discharge are due and payable immediately.

1 68. Labor Code section 202 requires an employer to pay an employee all earned wages
2 within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting
3 if the employee has given 72 hours previous notice of his or her intention to quit.

4 69. As set forth above, Plaintiff was not timely paid all earned but unpaid wages when her
5 employment with Defendants ended.

6 70. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
7 provided.

8 **TENTH CAUSE OF ACTION**
9 **PRIVATE ATTORNEYS GENERAL ACT**
10 **(Lab. Code, § 2698 *et seq.*)**
 Against Defendants

11 71. Plaintiff hereby realleges and incorporates by reference each and every allegation
12 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 72. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
15 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations
16 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
17 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
18 to the procedures outlined in Labor Code section 2699.3.

19 73. Plaintiff was employed by Defendants and the alleged violations were committed
20 against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined
21 by Labor Code section 2699, subdivision (c). Other current and former employees are also
22 aggrieved employees in that one or more of the alleged violations were also committed against
23 them during their time of employment with Defendants.

24 74. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable
25 in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is
26 specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for
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1 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
2 each subsequent violation.

3 75. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved
4 employee may recover the civil penalty on behalf of himself or herself and other current or former
5 employees against whom one or more of the alleged violations was committed. Furthermore, any
6 employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees
7 and costs.

8 76. Pursuant to the PAGA, Myers seeks to recover civil penalties against Defendants for
9 violations of the Labor Code.

10 77. Wherefore, Plaintiff and other employees (current and former) have been aggrieved
11 and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as
12 hereafter provided.

13 PRAYER FOR RELIEF

14 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

15 As to the First through Ninth Causes of Action:

- 16 1. That this Court award injunctive relief, including that available under Labor Code
17 sections 226(h) and 248.5(e);
- 18 2. That this Court award unpaid business expenses and wages, including meal and rest
19 break premiums;
- 20 3. That this Court award liquidated damages, including but not limited to those available
21 under Labor Code section 1194.2;
- 22 4. That this Court award statutory penalties including, but not limited to, those available
23 under Labor Code sections 203 and 226;
- 24 5. That this Court award statutory attorneys' fees and costs under Labor Code sections
25 218.5, 226(e)(1) and (h), 248.5(e), and 1194, as well as those available under Code of
26 Civil Procedure section 1021.5;
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1 6. That this Court award prejudgment and post-judgment interest according to any
2 applicable provision of law or as otherwise permitted by law; and

3 7. That this Court award such other and further relief as the court deems just and proper.

4 **As to the Tenth Cause of Action:**

5 1. For civil penalties, including but not limited to those available under Labor Code
6 sections 226.3, 558, and 2699(f);

7 2. For injunctive relief;

8 3. For statutory attorneys' fees and costs, including but not limited to those available
9 under Labor Code section 2699(g);

10 4. For prejudgment and post-judgment interest according to any applicable provision
11 of law or as otherwise permitted by law, including those available under Civil Code
12 sections 3287(a) and 3289(b); and

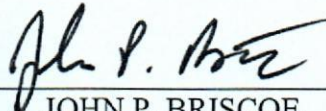
13 5. For such other and further relief as the court deems just and proper.

14 ///

15 **DATED:** December 9, 2021

MAYALL HURLEY P.C.

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17 By _____



JOHN P. BRISCOE

Attorneys for Plaintiff

Exhibit 1

Quality Care Home, Inc.
8591 Guildhall Ct
Elk Grove, CA 95624

Brenda L Myers

Direct Deposit

Employee Pay Stub

Check number: DD2516

Pay Period: 07/25/2021 - 08/07/2021

Pay Date: 08/16/2021

Employee

Brenda L Myers,

SSN

-**-*

Earnings and Hours	Qty	Rate	Current	YTD Amount
Admin Rate	56:00	19.00	1,064.00	24,504.00
Hourly Sick Rate	24:00	19.00	456.00	456.00
Overtime Rate				614.25
Double Time Rate				72.00
	80:00		1,520.00	25,646.25

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-111.00	-1,870.00
Social Security Employee	-94.24	-1,590.07
Medicare Employee	-22.04	-371.87
CA - Withholding	-34.94	-597.41
CA - Disability Employee	-18.24	-307.76
	-280.46	-4,737.11

Net Pay 1,239.54 20,909.14

Direct Deposit

Checking - ***** Amount 1,239.54

Sick	Accrued	Used	Available
Current	0:00	24:00	0:00
YTD	0:00	24:00	

Memo

Direct Deposit

Exhibit 2

Quality Care Home, Inc.
8591 Guildhall Ct
Elk Grove, CA 95624

Brenda L Myers

Direct Deposit

Employee Pay Stub

Check number: DD2528

Pay Period: 08/08/2021 - 08/21/2021

Pay Date: 08/30/2021

Employee

Brenda L Myers,

SSN

***_*

Earnings and Hours	Qty	Rate	Current	YTD Amount
Admin Rate	80:00	19.00	1,520.00	26,024.00
Overtime Rate				614.25
Double Time Rate				72.00
Hourly Sick Rate				456.00
	80:00		1,520.00	27,166.25

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-111.00	-1,981.00
Social Security Employee	-94.24	-1,684.31
Medicare Employee	-22.04	-393.91
CA - Withholding	-34.94	-632.35
CA - Disability Employee	-18.24	-326.00
	-280.46	-5,017.57

Net Pay 1,239.54 22,148.68

Direct Deposit

Checking - ***** 1,239.54

Sick	Accrued	Used	Available
Current	0:00	0:00	0:00
YTD	0:00	24:00	

Memo

Direct Deposit

Exhibit 3

Quality Care Home, Inc.
8591 Guildhall Ct
Elk Grove, CA 95624

Brenda L Myers

Direct Deposit

Employee Pay Stub

Check number: DD2541

Pay Period: 08/22/2021 - 09/04/2021

Pay Date: 09/13/2021

Employee

Brenda L Myers

SSN

***_*

Earnings and Hours	Qty	Rate	Current	YTD Amount
Admin Rate	80:00	19.00	1,520.00	27,544.00
Overtime Rate				614.25
Double Time Rate				72.00
Hourly Sick Rate				456.00
	80:00		1,520.00	28,686.25

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-111.00	-2,092.00
Social Security Employee	-94.24	-1,778.55
Medicare Employee	-22.04	-415.95
CA - Withholding	-34.94	-667.29
CA - Disability Employee	-18.24	-344.24
	-280.46	-5,298.03

Net Pay 1,239.54 23,388.22

Direct Deposit

Amount

Checking - ***** 1,239.54

Sick	Accrued	Used	Available
Current	0:00	0:00	0:00
YTD	0:00	24:00	

Memo

Direct Deposit

Exhibit 4

Quality Care Home, Inc.
8591 Guildhall Ct
Elk Grove, CA 95624

Brenda L Myers

Direct Deposit

Employee Pay Stub

Check number: DD2554

Pay Period: 09/05/2021 - 09/18/2021

Pay Date: 09/27/2021

Employee

Brenda L Myers,

SSN

***_**

Earnings and Hours	Qty	Rate	Current	YTD Amount
Admin Rate	80:00	19.00	1,520.00	29,064.00
Overtime Rate				614.25
Double Time Rate				72.00
Hourly Sick Rate				456.00
	80:00		1,520.00	30,206.25

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-111.00	-2,203.00
Social Security Employee	-94.24	-1,872.79
Medicare Employee	-22.04	-437.99
CA - Withholding	-34.94	-702.23
CA - Disability Employee	-18.24	-362.48
	-280.46	-5,578.49

Net Pay	1,239.54	24,627.76
---------	----------	-----------

Direct Deposit

Amount

Checking - *****	1,239.54
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Sick	Accrued	Used	Available
Current	0:00	0:00	0:00
YTD	0:00	24:00	

Memo

Direct Deposit

Exhibit 5

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253

FAX (209) 473-4818
TELEPHONE (209) 477-3833

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ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

October 5, 2021

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Quality Care Home, Inc.
8591 Guildhall Court
Elk Grove, CA 95624

Re: Brenda Myers

To whom it may concern:

This firm represents Brenda Myers ("Myers") in connection with her former employment with Quality Care Homes, Inc. In accordance with California Labor Code section 2699.3, this letter shall serve as Myers's written notice to the Labor and Workforce Development Agency ("LWDA") and Quality Care Homes, Inc. regarding the following violations, and facts and theories supporting those violations, on Myers's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Quality Care Homes, Inc.

Myers was hired by Quality Care Home, Inc. on or around July 6, 2020 as an Administrator. Quality Care Home, Inc. does business as, *inter alia*, Redbud Care Homes in Redding, California, and such is the location at which Myers worked. At all times during her employment, Myers was classified and paid as an hourly employee, with her most recent pay rate being \$19 per hour. Her title notwithstanding, Myers did not fall into any overtime exemption (e.g., "administrative") under California law because, *inter alia*, she was never paid a monthly salary equivalent to two times the applicable California minimum wage. Myers typically worked 40-70 hours per workweek, and not infrequently worked in excess of twelve hours in a workday, and on the seventh day of the workweek (Monday through Sunday). Myers' employment with Quality Care Home, Inc. ended on October 4, 2021.

However, Quality Care Home, Inc. did not pay Myers all wages earned. For the overwhelming majority of her employment, Myers was paid for only forty hours of work every

Labor and Workforce Development Agency
Quality Care Home, Inc.
Re: Brenda Myers
October 5, 2021
Page 2 of 3

workweek, even though she almost always worked substantially more than that. For reasons made unclear, Quality Care Home, Inc. instead typically offered Myers "comp time" whenever she worked overtime; for instance, if Myers worked ten hours of overtime in a week, Quality Care Home, Inc. would offer her 10 hours of paid "comp time" (or time off) the following week. This "comp time", to the extent that Myers was able to take it (in light of her tremendous job responsibilities), was not paid at 1.5 times Myers' regular rate of compensation. Thus, and by failing to pay Myers the minimum wage for all hours worked, Quality Care Home, Inc. violated Labor Code sections 1182.12 and 1197. Furthermore, by failing to pay Myers all overtime and doubletime wages earned, Quality Care Home, Inc. violated Labor Code section 510.

As mentioned above, Myers often worked seven days in a workweek. Accordingly, Quality Care Home, Inc. violated Labor Code sections 551 and 552.

Quality Care Home, Inc. also failed to provide its employees with paid sick leave, as required by California law. Labor Code section 246, subdivision (b)(1) provides that nonexempt employees shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked. However, and despite the fact that she worked forty hours or more per workweek, Myers was informed that she and other employees were entitled to only 24 hours of paid sick time, *per year*. This is corroborated by Myers' wage statements. For example, during the pay period of July 25 – August 7, 2021, Myers took 24 hours of paid sick leave—leaving her with no paid sick leave remaining. (**Exhibit A.**) In the following pay period of August 8-21, 2021, Myers worked a full schedule, but accrued no paid sick leave. (**Exhibit B.**) Even in the *next* pay period of August 22 – September 4, 2021, in which Myers worked a full schedule, she still accrued no paid sick leave. (**Exhibit C.**) By failing to provide its employees with paid sick leave, Quality Care Home, Inc. violated Labor Code section 246.

Myers was also denied rest and meal periods to which she was entitled. As set forth above, Myers worked a full-time schedule, with her daily shifts typically being more than eight hours. However, she was not relieved of all duty and afforded the opportunity to take an uninterrupted ten-minute rest break for every four hours worked. Similarly, she was not relieved of all duty and afforded the opportunity to take a thirty-minute meal period for every workshift of five hours or more. Nonetheless, Myers was instructed to falsely mark on her timecards that she punched out and took meal breaks. When Myers complained that she was not getting meal breaks and certainly shouldn't falsely attest otherwise, the owner, Gurmeel Singh, told Myers that any time during the workday in which Myers was not actively working (i.e., "a minute here, a minute there") should be considered, *in the aggregate*, her break time. Further, Myers was not paid an hour of pay at her regular rate of compensation for every rest and meal period that Quality Care Home, Inc. failed to authorize and permit. Accordingly, Quality Care Home, Inc. violated Labor Code sections 226.7 and 512.

Because Myers was not paid the minimum wage for all hours worked, was not paid earned overtime and doubletime, and as she has not been paid premium pay for every rest and meal period denied her, *supra*, the itemized wage statements issued to her failed to show the

Labor and Workforce Development Agency
Quality Care Home, Inc.
Re: Brenda Myers
October 5, 2021
Page 3 of 3

gross wages earned, the net wages earned, the total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

Quality Care Home, Inc. also failed to indemnify and reimburse Myers for all work-related expenditures. In the course of her job duties, Myers was required to use her personal cell phone on a regular basis. However, Quality Care Home, Inc. did not reimburse Myers for any portion of her cell phone bill. Accordingly, Quality Care Home, Inc. violated Labor Code section 2802.

Last, Quality Care Home, Inc. failed to timely pay earned wages as required by the Labor Code. Quality Care Home, Inc. uniformly paid Myers her wages earned nine days after the close of the pay period. For example, Myers was paid wages on September 27, 2021 for the pay period of September 5-18. (**Exhibit D.**) This violated Labor Code section 204 which provides that, while wages earned between the first and fifteenth days of the month may be paid by the twenty-sixth, and wages earned between the sixteenth and last days of the month may be paid by the tenth of the following month, wages must otherwise be paid no later than seven days following the close of the pay period. (Lab. Code, § 204, subds. (a), (d).) Even if Quality Care Home, Inc.'s payroll schedule complied with the Labor Code, section 204 would still have been violated since Myers was not paid all wages due upon the close of each pay period.

The foregoing violations, and each of them, were committed as against other employees of Quality Care Homes, Inc. in California, and within the last year.

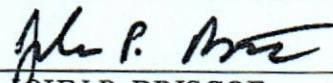
If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Myers intends to file a civil complaint against Quality Care Homes, Inc. pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By


JOHN P. BRISCOE

Enclosures

Exhibit A

Quality Care Home, Inc.
8591 Guildhall Ct
Elk Grove, CA 95624

Brenda L Myers

Direct Deposit

Employee Pay Stub

Check number: DD2516

Pay Period: 07/25/2021 - 08/07/2021

Pay Date: 08/16/2021

Employee

Brenda L Myers,

SSN

***_**

Earnings and Hours	Qty	Rate	Current	YTD Amount
Admin Rate	56:00	19.00	1,064.00	24,504.00
Hourly Sick Rate	24:00	19.00	456.00	456.00
Overtime Rate				614.25
Double Time Rate				72.00
	80:00		1,520.00	25,646.25

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-111.00	-1,870.00
Social Security Employee	-94.24	-1,590.07
Medicare Employee	-22.04	-371.87
CA - Withholding	-34.94	-597.41
CA - Disability Employee	-18.24	-307.76
	-280.46	-4,737.11

Net Pay 1,239.54 20,909.14

Direct Deposit

Checking - ***** Amount 1,239.54

Sick	Accrued	Used	Available
Current	0:00	24:00	0:00
YTD	0:00	24:00	

Memo

Direct Deposit

Exhibit B

Quality Care Home, Inc.
8591 Guildhall Ct
Elk Grove, CA 95624

Brenda L Mvers

Direct Deposit

Employee Pay Stub

Check number: DD2528

Pay Period: 08/08/2021 - 08/21/2021

Pay Date: 08/30/2021

Employee

Brenda L Myers,

SSN

***-#

Earnings and Hours	Qty	Rate	Current	YTD Amount
Admin Rate	80:00	19.00	1,520.00	26,024.00
Overtime Rate				614.25
Double Time Rate				72.00
Hourly Sick Rate				456.00
	80:00		1,520.00	27,166.25

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-111.00	-1,981.00
Social Security Employee	-94.24	-1,684.31
Medicare Employee	-22.04	-393.91
CA - Withholding	-34.94	-632.35
CA - Disability Employee	-18.24	-326.00
	-280.46	-5,017.57

Net Pay 1,239.54 22,148.68

Direct Deposit

Checking - *****

Amount

1,239.54

Sick

Accrued

Used

Available

Current

0:00

0:00

0:00

YTD

0:00

24:00

Memo

Direct Deposit

Exhibit C

Quality Care Home, Inc.
8591 Guildhall Ct
Elk Grove, CA 95624

Brenda L Myers

Direct Deposit

Employee Pay Stub

Check number: DD2541

Pay Period: 08/22/2021 - 09/04/2021

Pay Date: 09/13/2021

Employee

Brenda L Myers

SSN

***_*

Earnings and Hours	Qty	Rate	Current YTD Amount	
Admin Rate	80:00	19.00	1,520.00	27,544.00
Overtime Rate				614.25
Double Time Rate				72.00
Hourly Sick Rate				456.00
	80:00		1,520.00	28,686.25
Taxes			Current YTD Amount	
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-111.00	-2,092.00
Social Security Employee			-94.24	-1,778.55
Medicare Employee			-22.04	-415.95
CA - Withholding			-34.94	-667.29
CA - Disability Employee			-18.24	-344.24
			-280.46	-5,298.03
Net Pay			1,239.54	23,388.22

Direct Deposit

Checking - ***** Amount 1,239.54

Sick	Accrued	Used	Available
Current	0:00	0:00	0:00
YTD	0:00	24:00	

Memo

Direct Deposit

Exhibit D

Quality Care Home, Inc.
8591 Guildhall Ct
Elk Grove, CA 95624

Brenda L Myers

Direct Deposit

Employee Pay Stub

Check number: DD2554

Pay Period: 09/05/2021 - 09/18/2021

Pay Date: 09/27/2021

Employee

Brenda L Myers,

SSN

***_**

Earnings and Hours	Qty	Rate	Current	YTD Amount
Admin Rate	80:00	19.00	1,520.00	29,064.00
Overtime Rate				614.25
Double Time Rate				72.00
Hourly Sick Rate				456.00
	80:00		1,520.00	30,206.25

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-111.00	-2,203.00
Social Security Employee	-94.24	-1,872.79
Medicare Employee	-22.04	-437.99
CA - Withholding	-34.94	-702.23
CA - Disability Employee	-18.24	-362.48
	-280.46	-5,578.49

Net Pay 1,239.54 24,627.76

Direct Deposit

Amount

Checking - ***** 1,239.54

Sick	Accrued	Used	Available
Current	0:00	0:00	0:00
YTD	0:00	24:00	

Memo

Direct Deposit