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

JENNIFER BANDA, 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.

SUMMIT HILLS 85, LLC,
a California limited liability company;
COMPASS SENIOR LIVING, LLC,
an Oregon limited liability company;
CSL - ORANGEVALE, LLC, an
Oregon limited liability company;
CSL - REDDING, LLC, an Oregon
limited liability company; CSL-
WILDWOOD PROPERTY, LLC, an
Oregon limited liability company;
CSL-YUCAIPA, LLC, an Oregon
limited liability company;
ELDERGOOD - RED BLUFF, LLC,
an Oregon limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-22-100965

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

1 Plaintiff Jennifer Banda, 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 February 15, 2022, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

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

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

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendant SUMMIT HILLS 85, LLC
3 filed Statement of Information forms with the California Secretary of State designating a
4 principal place of business in Bakersfield, County of Kern, in accordance with California
5 Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in
6 this Court because Defendants employ persons in this county, and thus a substantial portion of
7 the transactions and occurrences related to this action occurred in this county.

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

12 **THE PARTIES**

13 6. Plaintiff Jennifer Banda is a resident of Bakersfield, in Kern County,
14 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
15 approximately September 2017 to April 2021. Plaintiff worked for Defendants as a Resident
16 Aide and then as a Medications Assistant at their The Pointe at Summit Hills facility in
17 Bakersfield, California. Plaintiff typically worked eight (8) or more hours per day, five (5) or
18 more days per week. At the time Plaintiff’s employment with Defendants ended, she was
19 compensated approximately \$14.75 per hour. Plaintiff’s job duties included, without
20 limitation, administering medications to residents, maintaining patient records,
21 communicating with primary care physicians and pharmacies, and overseeing and observing
22 resident behavior.

23 7. On information and belief, Defendants required some employees, including
24 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
25 employment. On further information and belief, Defendants’ arbitration agreement was and is
26 both procedurally and substantively unconscionable. Specifically, Defendants presented
27 employees with an “Arbitration Agreement,” which had to be reviewed and acknowledged
28 immediately. Also, employees did not have a meaningful opportunity to negotiate the terms

1 of the Arbitration Agreement. Rather, it was provided to Defendants' employees for them to
2 sign on a take-it or leave-it basis. Further, Defendants did not set forth in the agreement or
3 otherwise provide employees with the rules which will govern the arbitration, instead forcing
4 employees to seek this information out on their own.

5 8. SUMMIT HILLS 85, LLC was and is, upon information and belief, a California
6 limited liability company, and at all times hereinafter mentioned, an employer whose
7 employees are engaged throughout this county and the State of California.

8 9. COMPASS SENIOR LIVING, LLC was and is, upon information and belief,
9 an Oregon limited liability company, and at all times hereinafter mentioned, an employer
10 whose employees are engaged throughout this county and the State of California.

11 10. CSL - ORANGEVALE, LLC was and is, upon information and belief, an
12 Oregon limited liability company, and at all times hereinafter mentioned, an employer whose
13 employees are engaged throughout this county and the State of California.

14 11. CSL - REDDING, LLC was and is, upon information and belief, an Oregon
15 limited liability company, and at all times hereinafter mentioned, an employer whose
16 employees are engaged throughout this county and the State of California.

17 12. CSL-WILDWOOD PROPERTY, LLC was and is, upon information and belief,
18 an Oregon limited liability company, and at all times hereinafter mentioned, an employer
19 whose employees are engaged throughout this county and the State of California.

20 13. CSL-YUCAIPA, LLC was and is, upon information and belief, an Oregon
21 limited liability company, and at all times hereinafter mentioned, an employer whose
22 employees are engaged throughout this county and the State of California.

23 14. ELDERGOOD - RED BLUFF, LLC was and is, upon information and belief,
24 an Oregon limited liability company, and at all times hereinafter mentioned, an employer
25 whose employees are engaged throughout this county and the State of California.

26 15. Plaintiff is unaware of the true names or capacities of the Defendants sued
27 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
28 amend the complaint and serve such fictitiously named Defendants once their names and

capacities become known.

16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of SUMMIT HILLS 85, LLC; COMPASS SENIOR LIVING, LLC; CSL - ORANGEVALE, LLC; CSL - REDDING, LLC; CSL-WILDWOOD PROPERTY, LLC; CSL-YUCAIPA, LLC; and ELDERGOOD - RED BLUFF, LLC at all relevant times.

17. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, SUMMIT HILLS 85, LLC; COMPASS SENIOR LIVING, LLC; CSL - ORANGEVALE, LLC; CSL - REDDING, LLC; CSL-WILDWOOD PROPERTY, LLC; CSL-YUCAIPA, LLC; ELDERGOOD - RED BLUFF, LLC.; and/or DOES 1 through 10 (collectively, “Defendants” or “COMPASS”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

20. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiff and other non-party Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-party Aggrieved Employees, supervised and controlled their work schedule and/or conditions

1 of employment, determined their rate of pay, and maintained their employment records.
2 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
3 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
4 common-law employment relationship. As joint employers of Plaintiff and other non-party
5 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
6 available to Plaintiff and other non-party Aggrieved Employees under the law.

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

- 10 (a) jointly exercised meaningful control over the work performed by
11 Plaintiff and other non-party Aggrieved Employees;
- 12 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
13 Aggrieved Employees’ wages, hours, and working conditions, including
14 the quantity, quality standards, speed, scheduling, and operative details
15 of the tasks performed by Plaintiff and other non-party Aggrieved
16 Employees;
- 17 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
18 perform work which is an integral part of Defendants’ businesses; and
- 19 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
20 Employees as a matter of economic reality in that Plaintiff and other
21 non-party Aggrieved Employees were dependent on Defendants, who
22 shared the power to set the wages of Plaintiff and other non-party
23 Aggrieved Employees and determined their working conditions, and
24 who jointly reaped the benefits from the underpayment of their wages
25 and noncompliance with other statutory provisions governing their
26 employment.

27 22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
28 there has existed a unity of interest and ownership between Defendants such that any

1 individuality and separateness between the entities has ceased.

2 23. Furthermore, Defendants are jointly and severally liable as employers for the
3 violations alleged herein because Defendants have acted as a single integrated enterprise.
4 Courts consider four factors in determining whether two or more entities may be treated as a
5 single employer for the purposes of determining liability for labor code violations:
6 (1) centralized control of labor relations; (2) interrelation of operations; (3) common
7 management; and (4) common ownership or financial control. No factor is controlling and all
8 need not be present.

9 24. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
10 Defendants have acted as a single integrated enterprise because:

- 11 (a) Defendant COMPASS SENIOR LIVING, LLC made final decisions
12 regarding employment matters related to Plaintiff and other non-party
13 Aggrieved Employees in the same manner and through the same entity,
14 regardless of which entity was acting as Plaintiff's and other non-party
15 Aggrieved Employees' immediate employer;
- 16 (b) Defendants shared common officers, directors, managers, and/or agent
17 for service of process;
- 18 (c) Defendants utilized the same bank accounts, accounting records, lines of
19 credit, payroll preparation, telephone lines, company websites, office
20 space, facilities, employees and/or other facets of operation; and/or
- 21 (d) Defendants were subject to common ownership and financial control.

22 25. SUMMIT HILLS 85, LLC; COMPASS SENIOR LIVING, LLC; CSL -
23 ORANGEVALE, LLC; CSL - REDDING, LLC; CSL-WILDWOOD PROPERTY, LLC;
24 CSL-YUCAIPA, LLC; ELDERGOOD - RED BLUFF, LLC and DOES 1 through 10 are
25 therefore alter egos of each other.

26 26. Adherence to the fiction of the separate existence of Defendants would permit
27 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
28 from liability for the wrongful acts committed by them.

1 27. Plaintiff further alleges, upon information and belief, that Defendants SUMMIT
2 HILLS 85, LLC; COMPASS SENIOR LIVING, LLC; CSL - ORANGEVALE, LLC; CSL -
3 REDDING, LLC; CSL-WILDWOOD PROPERTY, LLC; CSL-YUCAIPA, LLC; and
4 ELDERGOOD - RED BLUFF, LLC are alter egos of each other for the following reasons:

- 5 (a) On the California Secretary of State's website
6 (<https://businesssearch.sos.ca.gov/>) and the Oregon Secretary of State's
7 website (<https://sos.oregon.gov/business/Pages/find.aspx>), CSL -
8 ORANGEVALE; CSL-WILDWOOD PROPERTY, LLC; CSL-
9 YUCAIPA, LLC; ELDERGOOD - RED BLUFF, LLC; and CSL -
10 REDDING, LLC share the same entity and/or mailing address, "360 E.
11 10TH AVE[NUE], S[UI]TE 104, EUGENE, OR 97401";
- 12 (b) According to their Statement of Information forms filed with the
13 California Secretary of State, COMPASS SENIOR LIVING, LLC
14 serves as the managing entity for CSL - ORANGEVALE; CSL-
15 WILDWOOD PROPERTY; CSL-YUCAIPA, LLC; and ELDERGOOD
16 - RED BLUFF, LLC;
- 17 (c) According to their Statement of Information forms filed with the
18 California Secretary of State and/or Annual Report forms filed with the
19 Oregon Secretary of State, COMPASS SENIOR LIVING, LLC; CSL -
20 ORANGEVALE, LLC; CSL-WILDWOOD PROPERTY, LLC; CSL-
21 YUCAIPA, LLC; ELDERGOOD - RED BLUFF, LLC; and CSL -
22 REDDING, LLC share the same managers and/or officers, including,
23 but not limited to, Will Forsyth and Dennis Garboden;
- 24 (d) On the California Secretary of State's website, COMPASS SENIOR
25 LIVING, LLC; CSL - ORANGEVALE, LLC; CSL-WILDWOOD
26 PROPERTY, LLC; CSL-YUCAIPA, LLC; ELDERGOOD - RED
27 BLUFF, LLC; and CSL - REDDING, LLC share the same agent for
28 service of process, "CORPORATION SERVICE COMPANY WHICH

1 WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS
2 INCORPORATING SERVICE”;

- 3 (e) On information and belief, SUMMIT HILLS 85, LLC; COMPASS
4 SENIOR LIVING, LLC; CSL - ORANGEVALE, LLC; CSL -
5 REDDING, LLC; CSL-WILDWOOD PROPERTY, LLC; CSL-
6 YUCAIPA, LLC; and ELDERGOOD - RED BLUFF, LLC utilize the
7 same career website (<https://www.compass-living.com/join-our-team>) to
8 attract prospective employees, procure employment information from
9 prospective employees, and process employment applications; and
10 (f) On information and belief, SUMMIT HILLS 85, LLC; COMPASS
11 SENIOR LIVING, LLC; CSL - ORANGEVALE, LLC; CSL -
12 REDDING, LLC; CSL - WILDWOOD PROPERTY, LLC; CSL -
13 YUCAIPA, LLC; and ELDERGOOD - RED BLUFF, LLC utilize the
14 same standardized employment forms and issue the same employment
15 policies.

16 **PAGA REPRESENTATIVE ALLEGATIONS**

17 28. Defendants own and operate approximately five locations throughout
18 California. Upon information and belief, Defendants maintain a single, centralized Human
19 Resources (HR) department at their corporate headquarters in Bakersfield, California, or
20 Eugene, Oregon for all non-exempt, hourly paid employees working for Defendants in
21 California, which is responsible for the recruiting and hiring of new employees, and
22 communicating and implementing Defendants’ company-wide policies, including timekeeping
23 policies and meal and rest period policies, to employees throughout California.

24 29. In particular, Plaintiff and other non-party Aggrieved Employees, on
25 information and belief, received the same standardized documents and/or written policies.
26 Upon information and belief, the usage of standardized documents and/or written policies,
27 including new-hire documents, indicate that Defendants dictated policies at the corporate level
28 and implemented them company-wide, regardless of their employees’ assigned locations or

positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

30. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Bakersfield, California, or Eugene, Oregon, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

31. Defendants continue to employ non-exempt or hourly paid employees in California.

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

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

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

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

1 compensation, but failed to incorporate all forms of remuneration in calculating the regular
2 rate of pay for other non-party Aggrieved Employees.

3 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive at least minimum wages for compensation and that they were not receiving at least
6 minimum wages for work that was required to be done off-the-clock. In violation of the
7 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
8 least minimum wages for work done off-the-clock.

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 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
12 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
13 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
14 other non-party Aggrieved Employees were not provided with all meal periods or payment of
15 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
16 uninterrupted, thirty (30) minute meal period.

17 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
20 payment of one (1) additional hour of pay at their regular rates of pay when they were not
21 authorized and permitted to take a compliant rest period. In violation of the California Labor
22 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
23 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
24 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
25 pay when they were not authorized and permitted to take a compliant rest period.

26 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 receive complete and accurate wage statements in accordance with California law. In

1 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
2 were not provided complete and accurate wage statements.

3 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that they had a duty to maintain accurate and complete payroll records in
5 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
6 and intentionally failed to do so.

7 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 timely payment of wages during their employment. In violation of the California Labor Code,
10 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
11 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
12 premiums, within permissible time periods.

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

19 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 receive their full wages due without having to execute a release of claims. In violation of the
22 California Labor Code, Defendants required Plaintiff and other non-party Aggrieved
23 Employees to release their claims for unpaid wages as a condition to receiving their
24 paychecks.

25 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that they were prohibited from issuing instruments for the payment of
27 wages that were not payable in cash on demand, without discount and with authorization, but
28 did so, in violation of the California Labor Code.

1 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 the portion of wages previously paid and subsequently unlawfully deducted by Defendants, in
4 violation of the California Labor Code.

5 46. 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 payment of wages as designated by statute. In violation of the California Labor Code,
8 Defendants secretly paid Plaintiff and other non-party Aggrieved Employees lower wages
9 than required by statute while purporting to pay them proper wages.

10 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that they had a duty to cover the costs and expenses Plaintiff and other
12 non-party Aggrieved Employees incurred obtaining mandatory physical examinations and/or
13 drug tests, but failed to do so.

14 48. 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 receive reimbursement for all business-related expenses and costs they incurred during the
17 course and scope of their employment and that they did not receive reimbursement of
18 applicable business-related expenses and costs incurred.

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

25 50. At all times herein set forth, PAGA provides that any provision of law under
26 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
27 assessed and collected by the LWDA for violations of the California Labor Code and
28 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a

1 civil action brought on behalf of themselves and other current or former employees pursuant
2 to procedures outlined in California Labor Code section 2699.3.

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

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

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

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

1 54. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
2 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
3 provision other than those listed in Section 2699.5 after the following requirements have been
4 met:

5 (a) The aggrieved employee or representative shall give written notice by
6 online filing to the LWDA and by certified mail to the employer of the
7 specific provisions of the California Labor Code alleged to have been
8 violated (other than those listed in Section 2699.5), including the facts
9 and theories to support the alleged violation.

10 (b) An aggrieved employee's notice filed with the LWDA pursuant to
11 2699.3(c) and any employer response to that notice shall be
12 accompanied by a filing fee of seventy-five dollars (\$75).

13 (c) The employer may cure the alleged violation within thirty-three (33)
14 calendar days of the postmark date of the notice. The employer shall
15 give written notice by certified mail within that period of time to the
16 aggrieved employee or representative and the agency if the alleged
17 violation is cured, including a description of actions taken, and no civil
18 action pursuant to Section 2699 may commence. If the alleged violation
19 is not cured within the 33-day period, the employee may commence a
20 civil action pursuant to Section 2699.

21 55. On February 15, 2022, Plaintiff provided written notice by online filing to the
22 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
23 Code alleged to have been violated, including facts and theories to support the alleged
24 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
25 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
26 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
27 Plaintiff PAGA Case Number LWDA-CM-868435-22. A true and correct copy of Plaintiff's
28 written notice to the LWDA and Defendants dated February 15, 2022, is attached hereto as

1 “Exhibit 1.”

2 56. As of the filing date of this complaint, over 65 days have passed since Plaintiff
3 sent the written notice described above, and the LWDA has not responded that it intends to
4 investigate Plaintiff’s claims, and Defendants have not cured the violations.

5 57. Thus, Plaintiff has satisfied the administrative prerequisites under California
6 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
7 violations of California Labor Code sections 201, 202, 204, 206.5, 212, 213, 221, 222.5, 223,
8 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

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

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

60. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

61. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 206.5, 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

63. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 206.5, 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

64. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

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

- (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;
- (g) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below;
- (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (a) Violation of Labor Code section 206.5 for requiring Plaintiff and other non-party Aggrieved Employees to execute a release of claims as a condition to receiving wages due to them, as set forth below;
- (d) Violation of Labor Code sections 212 and 213 for issuing instruments for the payment of wages that were not payable in cash on demand,

without discount, and with prior authorization, as set forth below;

- (i) Violation of Labor Code sections 221 and 224 for unlawfully deducting a portion of wages previously paid to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (j) Violation of Labor Code section 223 for secretly paying Plaintiff and other non-party Aggrieved Employees lower wages than required by statute, while purporting to pay the proper wages, as set forth below;
- (k) Violation of Labor Code section 222.5 for failure to pay the costs of mandatory physical examinations and/or drug testing, as set forth below and;
- (l) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

65. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

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

67. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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 (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty

1 (40) hours in a workweek.

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

7 69. California Labor Code section 510 codifies the right to overtime compensation
8 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
9 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
10 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
11 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
12 in a day on the seventh (7th) day of work.

13 70. First, during the relevant period, Defendants had, and continue to have, a
14 company-wide policy of discouraging and impeding Plaintiff and other non-party Aggrieved
15 Employees from recording hours worked that were outside of their scheduled shifts in order to
16 limit the amount of overtime employees could accrue. This policy of limiting overtime,
17 coupled with Defendants' understaffing and assignment of heavy workloads (*see infra*), led
18 Plaintiff and other non-party Aggrieved Employees to work off-the-clock before their
19 scheduled shift times. For example, Plaintiff was required to attend to emergency situations
20 with residents or begin preparing medications before she was permitted to clock in at her
21 scheduled shift-start time. This off-the-clock work could have been recorded by Defendants,
22 but they refused to do so to avoid payment of additional wages to Plaintiff and other non-party
23 Aggrieved Employees.

24 71. In addition, during the relevant time period, Defendants kept all facility doors
25 locked due to concerns of resident safety, requiring Plaintiff and other non-party Aggrieved
26 Employees to enter the facilities only when other employees were available to open the doors.
27 For example, after reporting to work on time, Plaintiff was forced to wait up to ten (10)
28 minutes before being able to enter Defendants' facilities and clock in because there was no

1 one available to open the doors for her.

2 72. Second, during the relevant period, Defendants implemented, on a company-
3 wide basis, an employer-imposed requirement that Plaintiff and other non-party Aggrieved
4 Employees undergo mandatory COVID-19 health screenings, testing, and temperature checks
5 outside of their scheduled shifts and/or before clocking in for their scheduled shifts.
6 Defendants required employees to undergo weekly COVID-19 testing, which led to
7 employees having to complete this testing before or after their shifts or on their off-days, but
8 Defendants did not compensate them for this time. For example, Plaintiff would often spend
9 at least 15 minutes and up to one (1) hour traveling to and from the COVID-19 testing sites
10 and undergoing mandatory COVID-19 tests on her days off, but was not paid by Defendants
11 for this time. Additionally, Defendants required employees to submit to daily temperature
12 checks prior to each shift. For example, Plaintiff was required to spend up to 10 minutes per
13 instance waiting and then undergoing the temperature check and health screening at the
14 facility entrance, before being permitted to clock in for her shift. Even though Defendants
15 required these health screenings, Defendants did not provide Plaintiff and other non-party
16 Aggrieved Employees a mechanism to record this time worked so they could be compensated
17 for the time spent undergoing mandatory health screenings, testing, and temperature checks.

18 73. Third, during the relevant time period, Defendants required employees to
19 utilize Paychex Flex, a mobile electronic timekeeping app, to track and record their hours
20 worked, but Defendants' timekeeping software is programmed with a geolocation-based
21 fencing function that locks employees from being able to clock-in when they are outside of the
22 designated area. For example, Plaintiff was restricted from clocking in on the Paychex Flex
23 app unless she was physically located within Defendants' designated virtual perimeter inside a
24 certain area of Defendants' facility, which, as explained below, resulted in Plaintiff and other
25 non-party Aggrieved Employees completing their assigned duties off-the-clock. Moreover,
26 Defendants' timekeeping software often malfunctioned, had connectivity issues, or would
27 undergo maintenance for long periods of time, which impeded Plaintiff and other non-party
28 Aggrieved Employees from accurately recording their hours worked.

1 74. Due to the timekeeping system's geolocation-based limitations, malfunctions,
2 and long periods of maintenance, Plaintiff and other non-party Aggrieved Employees could
3 not clock in or clock out with the Paychex Flex app and were subject to Defendants'
4 management altering their time records. Defendants often required employees to record their
5 time on handwritten timesheets which were subsequently and frequently interlineated, altered,
6 and/or falsified by supervisors. Essentially, Defendants' supervisors maintained control
7 and/or discretion over employees' clock-in and clock-out times reported on their handwritten
8 timesheets, and thus, the times recorded would be their scheduled shifts, instead of their actual
9 hours worked.

10 75. Fourth, Defendants had, and continue to have, a uniform practice and/or policy
11 of understaffing, which resulted in a lack of adequate meal period coverage because there
12 were too few employees on duty to handle the heavy workloads and provide meal coverage.
13 Moreover, Defendants had a company-wide practice of failing to schedule meal periods,
14 which further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of
15 their duties for compliant meal periods. For example, at least once per week, Plaintiff would
16 miss her meal period entirely to meet the demands of her workload due to the understaffing
17 and lack of meal period coverage. For the same reasons, Plaintiff would have her meal
18 periods interrupted at least two (2) times per week, and/or shortened by 10-15 minutes to
19 provide immediate assistance to residents or attend to residents' family members arriving to
20 the facility during her meal periods. As a result of this inadequate meal period coverage,
21 Plaintiff and other non-party Aggrieved Employees were not always afforded uninterrupted
22 30-minute meal periods during shifts when they were entitled to receive a meal period.
23 Consequently, Plaintiff and other non-party Aggrieved Employees were required to work
24 through and/or had their unpaid meal periods interrupted in order to complete their assigned
25 duties, time for which they were not paid.

26 76. Fifth, Defendants had, and continue to have, a policy and/or practice of
27 requiring that Plaintiff and other non-party Aggrieved Employees carry and respond to a
28 company-issued walkie-talkie at all times. As a result, Defendants' management contacted

1 Plaintiff and other non-party Aggrieved Employees on their company-issued walkie-talkies
2 during unpaid meal periods to discuss work-related matters. For example, approximately 1-2
3 times per week, Plaintiff was required to spend 5-10 minutes of her meal period answering
4 calls and responding to management's requests. Defendants knew or should have known that
5 Plaintiff and other non-party Aggrieved Employees were performing work while off-the-clock
6 in order to meet Defendants' expectations, but failed to compensate them for this time.

7 77. Sixth, Defendants maintained a company-wide on-premises meal period policy
8 for overnight shift employees, which mandated that Plaintiff and other non-party Aggrieved
9 Employees remain on Defendants' premises during their unpaid meal periods when working
10 the overnight shift. Because Plaintiff and other non-party Aggrieved Employees were
11 restricted from leaving the premises during meal periods, they were denied the ability to use
12 their meal periods freely for their own purposes, such as running personal errands. Thus,
13 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
14 Employees during their unpaid meal periods.

15 78. Finally, on information and belief, because Defendants frowned upon
16 employees accruing meal period penalties, Defendants pressured Plaintiff and other non-party
17 Aggrieved Employees to clock out for meal periods and/or adjusted their time records to
18 reflect compliant meal periods, even when they did not receive a compliant meal period, in
19 order to strictly limit meal penalties that Defendants would otherwise owe. Consequently,
20 Plaintiff and other non-party Aggrieved Employees performed work during meal periods for
21 which they were not paid.

22 79. Furthermore, Defendants' company-wide timekeeping system prevented
23 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when
24 their meal periods were shortened or interrupted, because the system locked out Plaintiff and
25 other non-party Aggrieved Employees once they clocked out for a meal period, and would not
26 permit them to clock back in from a meal period before 30 minutes had elapsed. Thus,
27 Defendants did not record all hours worked during meal periods and Plaintiff and other non-
28 party Aggrieved Employees performed work during meal periods for which they were not

1 paid.

2 80. Defendants knew or should have known that as a result of these company-wide
3 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
4 assigned duties off-the-clock during meal periods and before and after their shifts, and were
5 suffered or permitted to perform work for which they were not paid. Because Plaintiff and
6 other non-party Aggrieved Employees sometimes worked shifts of eight (8) hours a day or
7 more, or forty (40) hours a week or more, some of this off-the-clock work qualified for
8 overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were
9 not paid overtime wages for all of the overtime hours they actually worked.

10 81. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
11 correct overtime rate for the recorded overtime hours that they generated. In addition to an
12 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
13 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
14 California Labor Code, Defendants failed to incorporate all compensation, including incentive
15 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
16 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
17 times when other non-party Aggrieved Employees worked overtime and received these other
18 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
19 than required.

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

25 **FAILURE TO PAY MINIMUM WAGES**

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

27 83. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
28 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage

1 to be paid to employees, and the payment of a wage less than the minimum so fixed is
2 unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time
3 during which an employee is suffered or permitted to work for the employer, whether or not
4 required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards
5 Act.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

6 84. First, as set forth above, due to Defendants’ restrictions on overtime accrual,
7 Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees
8 for actual hours worked before and after their scheduled shifts, because these hours were not
9 accurately recorded. As stated, because Defendants discouraged and impeded Plaintiff and
10 other non-party Aggrieved Employees from recording hours worked that were outside of their
11 scheduled shifts, Plaintiff and other non-party Aggrieved Employees were required to work
12 off-the-clock before and/or after their scheduled shift start and end times assisting residents,
13 waiting to be let in to the facility, and/or undergoing COVID-19 testing and screenings. As
14 also set forth above, Defendants’ geofenced mobile timekeeping system restricted Plaintiff
15 and other non-party Aggrieved Employees from accurately recording their hours worked due
16 to frequent malfunctions and maintenance outages. Instead, Plaintiff and other non-party
17 Aggrieved Employees filled out handwritten timesheets, which were subject to Defendants’
18 supervisors altering and/or falsifying time punches to reflect scheduled hours rather than hours
19 actually worked, thereby shorting Plaintiff and other non-party Aggrieved Employees for
20 work performed outside their scheduled shifts.

21 85. Second, as stated above, due to Defendants’ uniform practices of understaffing,
22 assignment of heavy workloads, failure to schedule meal periods, resultant lack of meal period
23 coverage, and policy requiring employees carry and respond to company-issued walkie-
24 talkies, Plaintiff and other non-party Aggrieved Employees were impeded from taking all
25 uninterrupted meal periods to which they were entitled and were required to work off-the-
26 clock. Further, as also stated, due to Defendants’ company-wide policy requiring employees
27 working overnight to stay on the work premises during meal periods, Plaintiff and other non-
28 party Aggrieved Employees were not relieved of all duties during unpaid meal periods.

1 86. Moreover, as stated, in order to prevent employees from accruing meal period
2 penalties, Defendants' management pressured Plaintiff and other non-party Aggrieved
3 Employees to clock out for meal periods and/or adjusted employee time records to reflect
4 compliant meal periods, but required them to continue working, time for which they were not
5 paid. Also, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved
6 Employees for actual hours worked during unpaid meal periods, because Defendants'
7 timekeeping system locked out Plaintiff and other non-party Aggrieved Employees for 30
8 minutes when they clocked out for a meal period. Thus, Defendants systematically failed to
9 pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid
10 meal periods because these hours were not always correctly recorded.

11 87. Third, Defendants maintained and implemented a company-wide policy of
12 requiring employees to travel to a medical facility on their own time and using their own
13 personal vehicles or alternate transportation to undergo mandatory drug testing and/or
14 physical examinations. At all times, Defendants were in control of scheduling the date and
15 time for the testing and/or physical examinations, selecting the provider or facility where the
16 testing and/or physical examinations were to take place, and determining the scope of the
17 testing and/or physical examinations. Defendants gave other non-party Aggrieved Employees
18 strict instructions to undergo drug testing and/or physical examinations, and other non-party
19 Aggrieved Employees underwent the testing and/or examinations for the sole benefit of
20 Defendants. Other non-party Aggrieved Employees were required to travel in their own
21 personal vehicles or obtain alternate transportation and spend time undergoing Defendants'
22 mandatory drug tests and/or physical examinations. However, Defendants did not compensate
23 other non-party Aggrieved Employees for the time they spent traveling to and from the
24 medical facilities and undergoing the mandatory drug testing and/or physical examinations.

25 88. Thus, Defendants did not pay at least minimum wages for all hours worked by
26 Plaintiff and non-party Aggrieved Employees. To the extent that these off-the-clock hours did
27 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
28 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,

1194, 1197, and 1198.

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

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

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

91. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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 (2012).

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

93. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, 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. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two

1 meal periods, if the waiver is signed by both the employee and employer. Cal. Code. Regs.
2 tit. 8, § 11050(11)(D).

3 94. As stated, Defendants had, and continue to have, company-wide policies and/or
4 practices of understaffing while simultaneously assigning heavy workloads, and failing to
5 schedule meal periods, which resulted in a lack of meal period coverage and prevented
6 Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal
7 periods to which they were entitled. As a result, Plaintiff and other non-party Aggrieved
8 Employees would be forced to work in excess of five (5) hours before taking a meal period
9 and, at times, had their meal periods cut short and/or had to forgo their meal periods
10 altogether. For example, Plaintiff missed her meal periods altogether approximately once per
11 week and had her meal periods interrupted or cut short regularly, because the facilities were
12 severely understaffed, and employees were forced to work through or return early from meal
13 periods in order to continue attending to residents and complete their assigned duties.
14 Additionally, Plaintiff frequently took her meal periods late, after the end of her fifth hour of
15 work, in order to continue assisting residents or residents' families over the phone.

16 95. Moreover, as stated, Defendants had, and continue to have, a company-wide
17 policy and/or practice of requiring that Plaintiff and other non-party Aggrieved Employees
18 carry a company-issued walkie-talkie to respond to requests at all times, including during
19 meal periods. As a result, Defendants' management contacted Plaintiff and other non-party
20 Aggrieved Employees on their company-issued walkie-talkies during meal periods to discuss
21 work-related matters.

22 96. Additionally, as stated, Defendants, maintained and implemented a company-
23 wide on-premises meal period policy for employees working the overnight shift, which
24 mandated that Plaintiff and other non-party Aggrieved Employees remain on the work
25 premises during the meal periods. Because Plaintiff and other non-party Aggrieved
26 Employees were restricted from leaving the premises during meal periods, they were denied
27 the ability to use their meal periods freely for their own purposes. Thus, Defendants
28 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during

1 meal periods.

2 97. Furthermore, as stated, because Defendants frowned upon employees accruing
3 meal period penalties, Defendants' management pressured Plaintiff and other non-party
4 Aggrieved Employees to clock out for meal periods, and/or would adjust Plaintiff's and other
5 non-party Aggrieved Employees' time records to reflect compliant meal periods, regardless of
6 whether they had received a compliant meal period or not, in order to strictly limit meal
7 penalties that would need to be paid by Defendants. For example, Plaintiff was required to
8 clock out for her meal period to record that she had received compliant meal periods on shifts
9 when she had not, in fact, received these timely meal periods. Moreover, on information and
10 belief, if Plaintiff and other non-party Aggrieved Employees were not going to be able to
11 clock out for their meal periods in timely fashion due to their heavy workload, management
12 instructed employees not to clock out at all and, instead, allow management to input the times
13 to appear as though compliant meal periods had been provided.

14 98. Moreover, Defendants did not provide other non-party Aggrieved Employees
15 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
16 one day. Other non-party Aggrieved Employees worked shifts in excess of ten (10) or more
17 hours per day but were not provided an uninterrupted second 30-minute meal period. Plaintiff
18 and other non-party Aggrieved Employees did not sign valid meal period waivers on days that
19 they were entitled to meal periods and were not relieved of all duties.

20 99. At all times mentioned herein, Defendants knew or should have known that as a
21 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
22 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
23 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
24 meal period premiums when meal periods were late, interrupted, shortened, and/or missed. As
25 stated, Defendants' timekeeping system locked out Plaintiff and other non-party Aggrieved
26 Employees once they clocked out for a meal period, and would not permit them to clock back
27 in from a meal period before 30 minutes had elapsed even when their meal periods were
28 shortened or interrupted.

100. Furthermore, Defendants engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for missed, late, shortened, and interrupted meal periods. Alternatively, to the extent that Defendants did pay other non-party Aggrieved Employees for missed, late, shortened, and interrupted meal periods, Defendants did not pay other non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants 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.

101. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant meal periods and failed to pay the full meal period premiums due. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 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 AUTHORIZE AND PERMIT REST PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

102. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

103. At all relevant times, 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 (3 ½) hours.

104. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable

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

7 105. Pursuant to the applicable IWC Wage Order and California Labor Code section
8 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
9 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
10 required rest period was not authorized and permitted.

11 106. During the relevant time period, Defendants regularly failed to authorize and
12 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
13 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
14 Defendants’ company-wide policies of understaffing and assigning heavy workloads resulted
15 in a lack of rest period coverage and prevented Plaintiff and other non-party Aggrieved
16 Employees from being relieved of all duties in order to take compliant rest periods.
17 Defendants also failed to schedule rest periods, which, coupled with Defendants’ failure to
18 provide adequate rest period coverage, further led to Plaintiff and other non-party Aggrieved
19 Employees not being authorized and permitted to take rest periods.

20 107. Moreover, as stated, Defendants had, and continue to have, a policy and/or
21 practice of requiring that Plaintiff and other non-party Aggrieved Employees carry a
22 company-issued walkie-talkie to respond to Defendants’ management at all times, including
23 during rest periods. For example, Plaintiff frequently had her rest periods interrupted and cut
24 short to respond to requests from management and co-workers when she was not in sole
25 charge of residents.

26 108. Furthermore, during the relevant time period, Defendants maintained and
27 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
28 and other non-party Aggrieved Employees remain on Defendants’ premises during their rest

1 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
2 leaving the premises during rest periods, they were denied the ability to use their rest periods
3 freely for their own purposes, such as running personal errands. Thus, Defendants effectively
4 maintained control over Plaintiff and other non-party Aggrieved Employees during rest
5 periods.

6 109. As a result of Defendants' practices and policies, Plaintiff and other non-party
7 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
8 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
9 were entitled. For example, Plaintiff missed rest periods at least five (5) times per week
10 because of the heavy workload and lack of coverage. In addition, approximately 1-2 times per
11 week, her rest periods would be interrupted by residents requiring immediate assistance or by
12 management urging her to speak with residents' families who were calling in to ask questions.
13 Defendants failed to authorize and permit Plaintiff and other non-party Aggrieved Employees
14 to take another rest period when their rest periods were interrupted to respond to the needs of
15 residents.

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

25 111. Accordingly, Defendants failed to authorize and permit all compliant rest
26 periods and failed to pay the full rest period premiums due. Defendants' conduct violates the
27 applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.
28 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil

1 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

2 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

3 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

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

17 114. Because Defendants did not record the time Plaintiff other non-party Aggrieved
18 Employees spent working off-the-clock and deducted time from their records for meal periods
19 that were interrupted and/or missed (and therefore time for which they should have been paid),
20 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
21 and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section
22 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total
23 number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation
24 of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the
25 pay period and the corresponding accurate number of hours worked at each hourly rate, in
26 violation of section 226(a)(9).

27 115. Additionally, because Defendants did not calculate other non-party Aggrieved
28 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal

1 and rest period premiums, Defendants did not list the correct amount of gross wages earned by
2 other non-party Aggrieved Employees in compliance with section 226(a)(1) and did not list
3 the correct amount of net wages earned by other non-party Aggrieved Employees in violation
4 of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in
5 effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and
6 rest period premiums, in violation of section 226(a)(9).

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

15 117. California Labor Code section 1174(d) provides that “[e]very person employing
16 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
17 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or
21 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
22 civil penalty if they fail to maintain accurate and complete records as required by section
23 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
24 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
25 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
26 as a result of failing to record the off-the-clock hours that they worked.

27 118. 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 Order. 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 engaged in company-wide practices and/or policies of failing to record
7 actual hours worked (including falsifying time records by recording that compliant meal
8 periods were taken regardless of if or when meal periods were actually taken), and thereby
9 failed to keep accurate records of work period and meal period start and stop times for
10 Plaintiff and other non-party Aggrieved Employees, in violation of section 1198.
11 Furthermore, in light of Defendants’ failure to provide other non-party Aggrieved Employees
12 with second 30-minute meal periods to which they were entitled, Defendants kept no records
13 of meal start and end times for second meal periods.

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

17 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

18 **VIOLATION OF LABOR CODE SECTION 204**

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

27 121. At all relevant times herein, California Labor Code section 204 also requires
28 that all wages earned for labor in excess of the normal work period shall be paid no later than

1 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
2 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
3 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
4 more than seven (7) calendar days following the close of the payroll period.

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

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

11 **FAILURE TO PAY WAGES UPON TERMINATION**

12 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

20 125. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
21 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
22 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
23 period premiums, either at the time of discharge, or within seventy-two (72) hours of their
24 leaving Defendants' employ.

25 126. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
26 who are no longer employed by Defendants their wages earned and unpaid at the time of
27 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
28 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are

1 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
2 2699(a), (f), and (g).

3 **REQUIRING RELEASE OF CLAIMS FOR WAGES DUE**

4 **VIOLATION OF LABOR CODE SECTION 206.5**

5 127. At all relevant times herein set forth, California Labor Code section 206.5
6 prohibits employers from requiring employees to execute releases of a claim or right “on
7 account of wages due, or to become due, or made as an advance on wages to be earned, unless
8 payment of those wages has been made. A release required or executed in violation of the
9 provisions of this section shall be null and void as between the employer and the employee.”

10 128. During the relevant time period, on information and belief, Defendants required
11 Plaintiff and other non-party Aggrieved Employees to release their claims for unpaid wages as
12 a condition to receiving their paychecks. For example, on information and belief, Defendants
13 required Plaintiff and other non-party Aggrieved Employees to sign verifications on their
14 timesheets that their timesheets were accurate and correct. Defendants compelled Plaintiff
15 and other non-party Aggrieved Employees to sign these false verifications when they, in fact,
16 had not received all earned and unpaid wages, including overtime wages, minimum wages,
17 and/or meal and rest period premiums.

18 129. Defendants’ policy and practice of requiring Plaintiff and other non-party
19 Aggrieved Employees to release their claims for unpaid wages as a condition to receiving
20 their paychecks is in violation of California Labor Code section 206.5. Plaintiff and other
21 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
22 Labor Code sections 2699(a), (f), and (g).

23 **UNLAWFUL DIRECT DEPOSIT AND DISCOUNT OF WAGES**

24 **VIOLATION OF LABOR CODE SECTIONS 212 AND 213**

25 130. At all relevant times herein set forth, California Labor Code section 212
26 prohibits employers from issuing any instruments for the payment of wages unless such
27 instruments are negotiable and payable in cash on demand and without discount. California
28 Labor Code section 213 permits employers to pay employees via direct deposit so long as the

1 employee authorizes payment via direct deposit. Under California law, employers are also
2 permitted to fulfill their wage payment obligations to employees by using payroll debit cards,
3 but only under certain circumstances. Employer use of payroll debit cards is permitted only
4 so long as the employee is given the choice as to whether to accept a payroll debit card as a
5 form of payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443
6 BRO RAOx, 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated
7 that the Division of Labor Standards Enforcement (“DLSE”) decision deeming payroll debit
8 card program permissible relied heavily on:

9 . . . [T]he fact that the pay programs were optional, thereby allowing an
10 employee to either participate in the program or receive his or her pay in
11 some other way, such as direct deposit. Specifically, the DLSE opined
12 that “[t]he success of the described procedure, in practice, will of course
13 require that . . . it is presented as an *alternative* method for wage payment
14 for which [the employees’] participation is optional.” The DLSE also
15 stated, “[i]t is significant that the program does not mandate employee
16 participation in the Money Network Service and that it is designed to
17 provide an alternative for employees receiving their wage payment.
18 Employees are also given the option of having their pay direct deposited
19 into an account of their choosing. . . .” (internal citations omitted).

131. In addition, employers can only utilize payroll debit card programs if they
16 provide employees with effective access to their wages without discount. The DLSE has
17 interpreted Labor Code sections 212 and 213 as permitting employer use of payroll debit cards
18 where the following requirements are satisfied:

19 . . . (1) [T]he “wages [are] payable at some established place of business
20 in the state and there be at least 30 days of sufficient funds for payment,”;
21 (2) the employees are “fully informed of the service and procedures and
22 that it is represented as an alternative method for wage payment for which
23 their participation is optional,”; (3) the employees receive “an itemized
24 wage statement,”; and (4) “at least one transaction per pay period [is]
25 without fee.”

23 *Ortiz v. Randstad North America, L.P.*, No. C-13-5050 MMC, 2015 WL 6202298 at 3.

132. Further, the DLSE notes that the Labor Code manifests:

25 . . . [A] strong public policy that prohibits an employer (or its agent) from
26 imposing conditions or obstacles which interfere with or prevent an
27 employee’s (sic) from promptly receiving their due wages in *full*. The
28 imposition of a fee in order to readily *access* one’s earned and paid wages
under a payroll card program which is designed to discharge the
employer’s wage payment obligations could impermissibly interfere with
an employee’s receipt of paid wages by creating a financial condition

1 which would have the *effect* of reducing or discounting wages because
2 such fee would be charged against the same account in which wages are
deposited. (emphases in original)

3 *DLSE opinion letter* 2008.07.07. The DLSE has also acknowledged that payroll service
4 providers “effectively act as agents of the client employers in discharging the employer’s
5 wage payment obligations.” *Id.* In a second opinion letter, the DLSE stated that “[w]hile the
6 Labor Code does not purport to regulate the specific arrangements between employers and
7 payroll service providers, both an employer and, under the express language in Labor Code
8 § 212- their *agent*, must comply with its requirements.” *DLSE opinion letter* 2008.07.07.2.

9 133. During the relevant time period, Defendants had an agreement with a payroll
10 service provider for the issuance of payroll cards to employees, including Plaintiff and other
11 non-party Aggrieved Employees, to discharge its wage payment obligations to its employees.
12 On information and belief, Defendants had a practice and/or policy of automatically issuing
13 payroll debit cards to departing employees without giving them the option to elect their form
14 of payment for their final wages. Defendants’ payroll debit card program was not voluntary
15 or optional to employees. For example, Plaintiff received her final wages on a payroll debit
16 card without a choice of an alternative method, including a written check. Instead, Defendants
17 automatically enrolled Plaintiff in their payroll debit card program for the purpose of issuing
18 her final wages to her.

19 134. California courts recognize a policy favoring the full and prompt payment of
20 wages to employees. Defendants’ payroll card program is inconsistent with this policy.
21 Because Defendants’ company-wide payroll debit card program is involuntary and denies
22 aggrieved employees of easy access to the entirety of their wages, the program violates
23 California Labor Code sections 212 and 213. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 225.5 and/or 2699(a), (f), and (g).

26 **COLLECTING OR RECEIVING WAGES ALREADY PAID**

27 **VIOLATION OF LABOR CODE SECIONS 221 AND 224**

28 135. At all relevant times herein set forth, California Labor Code section 221

1 provides that it shall be unlawful for any employer to collect or receive from an employee any
2 part of wages theretofore paid by said employer to said employee. California Labor Code
3 section 224 also provides in pertinent part that it is lawful to withhold a portion of the
4 employee's wages if "a deduction is expressly authorized in writing by the employee."

5 136. During the relevant time period, Defendants unlawfully deducted a portion of
6 wages previously paid to Plaintiff and other non-party Aggrieved Employees in violation of
7 California Labor Code section 221.

8 137. Defendants systematically, and on a company-wide basis, provided Plaintiff
9 and other non-party Aggrieved Employees with payroll debit cards as payment of their wages
10 and/or final wages. Under Defendants' payroll debit card program, on information and belief,
11 Plaintiff and other non-party Aggrieved Employees were assessed various fees in connection
12 with their use of the payroll debit cards. Plaintiff and other non-party Aggrieved Employees
13 were required to pay per-transaction fees, ATM fees, in-person teller fees, and/or other fees to
14 obtain and/or spend their earned and due wages. The fees charged to Plaintiff and other non-
15 party Aggrieved Employees resulted in a discount of their wages.

16 138. Defendants' payroll debit card program, which resulted in a discount of wages
17 to employees, is tantamount to taking deductions from Plaintiff's and other non-party
18 Aggrieved Employees' paychecks without their written authorization and therefore constitutes
19 an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Plaintiff
20 and other non-party Aggrieved Employees are therefore entitled to recover civil penalties
21 pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

22 **SECRET PAYMENT OF A LOWER WAGE**

23 **VIOLATION OF LABOR CODE SECTION 223**

24 139. At all relevant times herein set forth, California Labor Code section 223 makes
25 it unlawful for an employer to secretly pay wages lower than required by statute while
26 purporting to pay legal wages.

27 140. During the relevant time period, Defendants willfully and systematically issued
28 payroll debit cards to Plaintiff and other non-party Aggrieved Employees. On information

1 and belief, the payroll debit cards discounted the wages of Plaintiff and other non-party
2 Aggrieved Employees by charging various fees in connection with the use of the payroll debit
3 cards. Defendants' payroll debit card program resulted in the payment of less than statutorily
4 required wages to Plaintiff and other non-party Aggrieved Employees. In doing so,
5 Defendants acted with the intent to deprive Plaintiff and other non-party Aggrieved
6 Employees of statutory wages, including, but not limited to, overtime wages and minimum
7 wages to which they were entitled to under California law. Thus, Defendants paid Plaintiff
8 and other non-party Aggrieved Employees lower wages than those they were entitled to while
9 purporting that Plaintiff and other non-party Aggrieved Employees were properly paid.

10 141. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
11 the correct designated wage, while purporting to pay legal wages, is a violation of California
12 Labor Code section 223. Plaintiff and other non-party Aggrieved Employees are therefore
13 entitled to recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f),
14 and (g).

15 **FAILURE TO PAY COSTS OF MEDICAL OR PHYSICAL EXAMINATIONS**
16 **VIOLATION OF LABOR CODE SECTION 222.5**

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

20 143. During the relevant period, Defendants implemented, on a company-wide basis,
21 an employer-imposed requirement that Plaintiff and other non-party Aggrieved Employees
22 undergo mandatory COVID-19 testing, but required them to do so at their own expense. As
23 stated, Defendants had a company-wide policy requiring that Plaintiff and other non-party
24 Aggrieved Employees travel to medical facilities on their own time and use their own means
25 of transportation to undergo COVID-19 testing. At all times, Defendants was in control of
26 determining the scope of the testing.

27 144. Additionally, during the relevant time period, Defendants implemented, on a
28 company-wide basis, an employer-imposed requirement that other non-party Aggrieved

1 Employees undergo mandatory drug testing and/or physical examinations, but required them
2 to do so at their own expense. As stated, Defendants had a company-wide policy requiring
3 that other non-party Aggrieved Employees travel to a specified medical facility on their own
4 time and use their own means of transportation to undergo drug testing and/or physical
5 examinations. At all times, Defendants were in control of scheduling the date and time for the
6 testing and/or examinations, selecting the provider/facility where the testing and/or
7 examinations were to take place, and determining the scope of the testing and/or
8 examinations.

9 145. However, Defendants did not compensate Plaintiff and other non-party
10 Aggrieved Employees for the time they spent traveling to and from the medical facilities, for
11 the time they spent undergoing the COVID-19 testing, drug testing, and/or physical
12 examinations, or reimburse them for the travel expenses they incurred getting to and from the
13 medical facilities. Defendants' policy and/or practice of not paying for all costs Plaintiff and
14 other non-party Aggrieved Employees incurred obtaining mandatory COVID-19 testing, drug
15 testing, and/or physical examinations is in violation of California Labor Code section 222.5.

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

18 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

19 **VIOLATION OF LABOR CODE SECTION 2802**

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

1 maintain hand tools and equipment customarily required by the particular trade or craft.”
2 IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the
3 employer to be worn by the employee as a condition of employment, such uniforms shall be
4 provided and maintained by the employer.”

5 148. First, during the relevant time period, Defendants had a company-wide policy
6 of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
7 mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but
8 Defendants failed to reimburse them for the costs of their work-related mobile device
9 expenses. For example, Plaintiff and other non-party Aggrieved Employees were required to
10 use their personal mobile devices and/or mobile data for downloading the Paychex Flex app
11 and/or utilizing Defendants’ electronic timekeeping system. Although Defendants required
12 Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile devices
13 and/or mobile data to carry out their work-related responsibilities, Defendants failed to
14 reimburse them for this cost.

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

150. Third, during the relevant time period, Defendants required Plaintiff and other non-party Aggrieved Employees to wear medical scrubs, including shirts and/or pants. However, due to the nature of residential care facility work, Plaintiff's and other non-party Aggrieved Employees' uniforms would become exposed to germs and bacteria such that they were unable to mix these clothes in with other laundry. As a result, they had to sanitize and wash their uniform items separately from their other clothing items, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, Defendants failed to maintain the uniforms it required Plaintiff and other non-party Aggrieved Employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

151. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with the actual tools for use on the job, such as company mobile devices and vehicles, as well as access to laundering services. Or, Defendants could have reimbursed employees for the costs of their mobile device usage, mileage, travel, and laundering expenses or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees.

152. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 2802. 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, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 206.5 (by requiring employees to release claims as a condition to receive paychecks); 212 and 213 (by failing to make earned wages accessible without discount); 221 and 224 (by collecting and/or receiving wages already paid); 223 (by secretly paying wages lower than required by statute); 222.5 (by failing to pay the costs of mandatory physical examinations and/or drug testing) and 2802 (by failing to reimburse business expenses);

3. For civil penalties, pursuant to California Labor Code sections 210, 225.5, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 206.5, 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 206.5, 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802;

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

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1 6. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: April 22, 2022

Respectfully submitted,

5 Capstone Law APC

6
7 By: 

8 Orlando Villalba

Helga Hakimi

9 Roxanna Tabatabaeepour

10 Attorneys for Plaintiff Jennifer Banda
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EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
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February 15, 2022

VIA ONLINE SUBMISSION

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

Subject: *Jennifer Banda v. Summit Hills 85, LLC, et al.*

Dear PAGA Administrator:

This office represents Jennifer Banda in connection with her claims under the California Labor Code. Ms. Banda was an employee of SUMMIT HILLS 85, LLC; COMPASS SENIOR LIVING, LLC; CSL - ORANGEVALE, LLC; CSL - REDDING, LLC; CSL-WILDWOOD PROPERTY, LLC; CSL-YUCAIPA, LLC; and/or ELDERGOOD - RED BLUFF, LLC. For the purpose of this letter, Ms. Banda collectively refers to these entities as "SUMMIT HILLS."

The employers may be contacted directly at the addresses below:

SUMMIT HILLS 85, LLC
4501 UPLAND POINT DRIVE
BAKERSFIELD CA 93301

COMPASS SENIOR LIVING, LLC
360 E. 10TH AVENUE
EUGENE OR 97401

CSL - ORANGEVALE, LLC
6125 HAZEL AVE
ORANGEVALE CA 95662

CSL - ORANGEVALE, LLC
360 E 10TH AVE STE 104
EUGENE OR 97401

CSL - REDDING, LLC
360 E 10TH AVE SUITE 104
EUGENE OR 97401

CSL-WILDWOOD PROPERTY, LLC
360 E 10TH AVENUE, SUITE 104
EUGENE OR 97401

CSL-YUCAIPA, LLC
360 E 10TH AVENUE, SUITE 104
EUGENE OR 97401

ELDERGOOD - RED BLUFF, LLC
360 E. 10TH AVE STE 104
EUGENE OR 97401

Ms. Banda 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. Banda seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SUMMIT HILLS 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.

SUMMIT HILLS employed Ms. Banda as hourly paid, non-exempt employee from approximately September 2017 to April 2021. Ms. Banda worked for SUMMIT HILLS as a Resident Aid and then as a Medications Assitant at its The Pointe at Summit Hills location in Bakersfield, California. During her employment, Ms. Banda typically worked eight (8) or more hours per day and five (5) or more days per week. At the time Ms. Banda’s employment with SUMMIT HILLS ended, she earned \$14.75 per hour. Her job duties included, without limitation, administering medications to residents, maintainaing patient records, communicating with primary care physcians and pharmacies, and overseeing and observing resident behavior.

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

SUMMIT HILLS’s Company-Wide and Uniform Payroll and HR Practices

SUMMIT HILLS 85, LLC is a California limited litability company; while COMPASS SENIOR LIVING, LLC; CSL - ORANGEVALE, LLC; CSL - REDDING, LLC; CSL-WILDWOOD PROPERTY, LLC; CSL-YUCAIPA, LLC; and ELDERGOOD - RED BLUFF, LLC are Oregon limited liability companies. Together, they operate at least 5 independent living, assisted living, and memory care community operations in California. Upon information and belief, SUMMIT HILLS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Bakersfield, California, or Eugene, Oregon, for all non-exempt, hourly paid employees working for SUMMIT HILLS in California, including Ms. Banda and other aggrieved employees. At all relevant times, SUMMIT HILLS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Banda and other aggrieved employees, regardless of its location or position.

Upon information and belief, SUMMIT HILLS maintains a centralized Payroll department at its corporate headquarters in Bakerfield, California, or Eugene, Oregon, which processes payroll for all non-exempt, hourly paid employees working for SUMMIT HILLS in California, including Ms. Banda and other aggrieved employees. Further, SUMMIT HILLS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Banda and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, SUMMIT HILLS utilized the same methods and formulas when calculating wages due to Ms. Banda and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Ms. Banda’s experience and counsel’s review of those records currently available relating to Ms. Banda’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. Banda 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.

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 (1 ½) 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.

SUMMIT HILLS willfully failed to pay all overtime wages owed to Ms. Banda and other aggrieved employees. During the relevant time period, Ms. Banda 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, SUMMIT HILLS had a policy and/or practice of discouraging and impeding Ms. Banda 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. This policy of limiting overtime, coupled with SUMMIT HILLS’s understaffing and assignment of heavy workloads (*see infra*), led Ms. Banda and other aggrieved employees to work off-the-clock before their scheduled shift times in order to complete their assigned tasks. For example, Ms. Banda was required to attend to emergency situations with residents or begin preparing medications, before she was permitted to clock in at her scheduled shift-start time. Thus, SUMMIT HILLS failed to track the time spent working before scheduled shifts, and Ms. Banda and other aggrieved employees received no compensation for this time.

In addition, during the relevant time period, SUMMIT HILLS kept all facility doors locked due to concerns of resident safety, requiring Ms. Banda and other aggrieved employees to enter the facilities only when other employees were available to open the doors. For example, after reporting to work on time, Ms. Banda was forced to wait up to ten (10) minutes before being able to enter the SUMMIT HILLS’s facilities and clock in because there was no one available to open the doors for her.

Second, during the relevant period, SUMMIT HILLS implemented, on a company-wide basis, an employer-imposed requirement that Ms. Banda and other aggrieved employees undergo mandatory COVID-19 health screenings and temperature checks outside of their scheduled shifts and/or before clocking in for their scheduled shifts. SUMMIT HILLS required employees to complete weekly COVID-19 testing, which led to employees having to complete testing before or after their shifts or on their off-days, but did not compensate them for this time. For example, Ms. Banda would often spend at least 15 minutes and up to 1 hour traveling to and from the COVID-19 testing sites and undergoing mandatory COVID-19 tests on her days off, but was not paid by SUMMIT HILLS for this time. Additionally, SUMMIT HILLS required employees to submit to daily temperature checks prior to each shift. For example, Ms. Banda was required to spend up to 10 minutes per instance waiting and then undergoing the temperature check and health screening at the facility entrance, before being permitted to clock in for her shift. Even though SUMMIT HILLS required these health screenings, SUMMIT HILLS did not provide Ms. Banda 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.

Third, during the relevant time period, SUMMIT HILLS required employees to utilize Paychex Flex, a mobile electronic timekeeping app, to track and record their hours worked, but SUMMIT HILLS's timekeeping software was programmed with a geolocation-based fencing function that locks employees from being able to clock-in when they are outside the designated area. For example, Ms. Banda was restricted from clocking in on the Paychex Flex app unless she was physically located within SUMMIT HILLS's designated virtual perimeter inside a certain area of SUMMIT HILLS's facility, which, as explained below, resulted in Ms. Banda and other aggrieved employees completing their assigned duties off-the-clock. Moreover, SUMMIT HILLS's timekeeping software often malfunctioned, had connectivity issues, or would undergo maintenance for long periods of time, which impeded Ms. Banda and other aggrieved employees from accurately recording their hours worked.

Due to the timekeeping system's geolocation-based limitations, malfunctions, and long periods of maintenance, Ms. Banda and other aggrieved employees could not clock in or clock out with the Paychex Flex app and were subject to SUMMIT HILLS's management altering their time records. SUMMIT HILLS often required employees to record their time on handwritten timesheets which were subsequently and frequently interlineated, altered and/or falsified by supervisors. Essentially, SUMMIT HILLS's supervisors maintained control and/or discretion over employees' clock-in and clock-out times reported on their handwritten timesheets, and the times recorded would be their scheduled shifts, instead of their actual hours worked.

Fourth, as stated, SUMMIT HILLS had, and continues to have, a company-wide policy and/or practice of understaffing, such that there were too few employees on duty to handle the heavy workloads and provide meal coverage. Furthermore, SUMMIT HILLS had a company-wide practice of failing to schedule meal periods, which further caused Ms. Banda and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, at least once per week, Ms. Banda would miss her meal period entirely to meet the demands of her workload due to the understaffing and lack of meal period coverage. For the same reasons, Ms. Banda would have her meal periods interrupted at least two (2) times per week, and/or shortened by 10-15 minutes to provide immediate assistance to residents or attend to residents' family members arriving to the facility during her meal periods. Consequently, Ms. Banda and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted to complete their assigned workloads.

Fifth, SUMMIT HILLS had, and continues to have, a policy and/or practice of requiring that Ms. Banda and other aggrieved employees carry and respond to a company-issued walkie-talkie at all times. As a result, SUMMIT HILLS's management contacted Ms. Banda and other aggrieved employees on their company-issued walkie-talkies during unpaid meal periods to discuss work-related matters. For example, approximately 1-2 times per week, Ms. Banda was required to spend 5-10 minutes of her meal period answering calls and responding to management's requests. SUMMIT HILLS knew or should have known that Ms. Banda and other aggrieved employees were performing work while off-the-clock in order to meet SUMMIT HILLS's expectations, but failed to compensate them for this time.

Sixth, SUMMIT HILLS maintained a company-wide on-premises meal period policy, for overnight shift employees, which mandated that Ms. Banda and other aggrieved employees remain on

SUMMIT HILLS's premises during their unpaid meal periods, when working the overnight shift. Because Ms. Banda and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, SUMMIT HILLS effectively maintained control over Ms. Banda and other aggrieved employees during their unpaid meal periods.

Finally, on information and belief, because SUMMIT HILLS frowned upon employees accruing meal period penalties, SUMMIT HILLS pressured Ms. Banda 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 or not, in order to strictly limit meal penalties that SUMMIT HILLS would otherwise owe. Consequently, Ms. Banda and other aggrieved employees performed work during meal periods for which they were not paid.

Furthermore, SUMMIT HILLS's company-wide timekeeping system prevented Ms. Banda and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Banda and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, SUMMIT HILLS did not record all hours worked during meal periods and Ms. Banda and other aggrieved employees performed work during meal periods for which they were not paid.

SUMMIT HILLS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Banda and other aggrieved employees were working before and after their shifts and/or during their meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Banda and other aggrieved employees 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.

Moreover, SUMMIT HILLS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, SUMMIT HILLS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, SUMMIT HILLS 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 other aggrieved employees worked overtime and received these other forms of pay, SUMMIT HILLS failed to pay all overtime wages by paying the hourly rate instead of the regular rate.

SUMMIT HILLS's failure to pay Ms. Banda 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. Banda 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 No. 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 stated above, due to SUMMIT HILLS’s restrictions on overtime accrual, SUMMIT HILLS systematically failed to pay Ms. Banda and other aggrieved employees for actual hours worked before and after scheduled shifts, because these hours were not accurately recorded. As stated, because SUMMIT HILLS discouraged and impeded Ms. Banda and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Ms. Banda and other aggrieved employees were required to work off-the-clock before and/or after their scheduled shift start and end times assisting residents, waiting to be let in to the facility, and/or undergoing COVID-19 testing and screenings. As also set forth above, SUMMIT HILLS’s geofenced mobile timekeeping system restricted Ms. Banda and other aggrieved employees from accurately recording their hours worked due to frequent malfunctions and maintenance outages. Instead, Ms. Banda and other aggrieved employees filled out handwritten timesheets, which were subject to SUMMIT HILLS’s supervisors altering and/or falsifying timepunches to reflect scheduled hours rather than hours actually worked, thereby shorting Ms. Banda and other aggrieved employees for work performed outside their scheduled shifts.

Furthermore, as set forth above, due to SUMMIT HILLS’s uniform practice of understaffing, assignment of heavy workloads, failure to schedule meal periods, resultant lack of meal period coverage, and policy requiring employees carry and respond to company-issued walkie-talkies, Ms. Banda and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, as also stated, due to SUMMIT HILLS’s company-wide policy requiring employees working overnight to stay on the work premises during meal periods, Ms. Banda and other aggrieved employees were not relieved of all duties during unpaid meal periods.

Moreover, as stated, in order to prevent employees from accruing meal period penalties, SUMMIT HILLS’s management pressured Ms. Banda and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Also, SUMMIT HILLS systematically failed to pay Ms. Banda and other aggrieved employees for actual hours worked during unpaid meal periods, because SUMMIT HILLS’s timekeeping system locked out Ms. Banda and other aggrieved employees for 30 minutes when they clocked out for a meal period. Thus, SUMMIT HILLS systematically failed to pay Ms. Banda and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Moreover, SUMMIT HILLS maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time and using their own personal vehicles or alternate transportation to undergo mandatory drug testing and/or physical examinations. At all times, SUMMIT HILLS 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. SUMMIT HILLS gave other aggrieved employees strict instructions to undergo drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of SUMMIT HILLS. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate transportation and spend time undergoing SUMMIT HILLS’s

mandatory drug tests and/or physical examinations. However, SUMMIT HILLS did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and/or physical examinations.

Thus, SUMMIT HILLS did not pay at least minimum wages for all hours worked by Ms. Banda and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SUMMIT HILLS 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, 1197.1, and 1198.

Accordingly, SUMMIT HILLS regularly failed to pay at least minimum wages to Ms. Banda 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. Banda and other aggrieved employees are 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, and 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 (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. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code. Regs. tit. 8, § 11050(11)(D).

As set forth above, during the relevant time period, SUMMIT HILLS had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads. Further, SUMMIT HILLS had a company-wide practice of failing to schedule of meal periods, resulting in Ms. Banda and other aggrieved employees having their meal periods cut short to return to work or waiting extended periods of time before taking meal periods, due to the heavy workload and lack of coverage. SUMMIT HILLS's practices and policies prevented Ms. Banda and other aggrieved employees from taking all compliant meal periods to which they were entitled.

As a result, Ms. Banda and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods cut short and/or had to forgo their meal periods altogether. For example, Ms. Banda missed her meal periods altogether

approximately once per week and had her meal periods interrupted or cut short regularly, because the facilities were severely understaffed, and employees were forced to work through or return early from meal periods, in order to continue attending to residents and complete their assigned duties. Additionally, Ms. Banda frequently took her meal periods late, after the end of her fifth hour of work, in order to continue assisting residents or residents' families over the phone.

Moreover, as stated, SUMMIT HILLS had, and continues to have, a company-wide policy and/or practice of requiring that Ms. Banda and other aggrieved employees carry a company-issued walkie-talkie to respond to requests at all times, including during meal periods. As a result, SUMMIT HILLS's management contacted Ms. Banda and other aggrieved employees on their company-issued walkie-talkies during unpaid meal periods to discuss work-related matters.

Additionally, as stated, SUMMIT HILLS, maintained and implemented a company-wide on-premises meal period policy, for employees working the overnight shift, which mandated that Ms. Banda and other aggrieved employees remain on the work premises during the meal periods. Because Ms. Banda and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, SUMMIT HILLS effectively maintained control over Ms. Banda and other aggrieved employees during meal periods.

Furthermore, as stated, because SUMMIT HILLS frowned upon employees accruing meal period penalties, SUMMIT HILLS's management pressured Ms. Banda and other aggrieved employees to clock out for meal periods and/or adjusted Ms. Banda's and other aggrieved employees' 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 would need to be paid by SUMMIT HILLS. For example, Ms. Banda was required to clock out for her meal period to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods. Moreover, on information and belief, if Ms. Banda and other aggrieved employees were not going to be able to clock out for their meal periods in timely fashion due to their heavy workload, management instructed employees not to clock out at all and, instead, allow management to input the times to appear as though compliant meal periods had been provided. Also, as stated, SUMMIT HILLS's company-wide timekeeping system prevented Ms. Banda and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Banda and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Moreover, SUMMIT HILLS 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) or more hours per day but were not provided an uninterrupted second 30-minute meal period. Ms. Banda 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.

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

Furthermore, SUMMIT HILLS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Banda and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that SUMMIT HILLS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, SUMMIT HILLS did not pay other aggrieved employees at the correct rate of pay for premiums because SUMMIT HILLS 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, SUMMIT HILLS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Banda 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, and 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 (3 ½) 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, SUMMIT HILLS regularly failed to authorize and permit Ms. Banda 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, SUMMIT HILLS's company-wide practices, including understaffing and assignment of heavy workloads, prevented Ms. Banda and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, SUMMIT HILLS also failed to schedule rest periods which, coupled with SUMMIT HILLS's failure to provide adequate rest period coverage, further led to Ms. Banda and other aggrieved employees not being authorized and permitted to take rest periods.

Moreover, as stated, SUMMIT HILLS had, and continues to have, a policy and/or practice of requiring that Ms. Banda and other aggrieved employees carry a company-issued walkie-talkie to respond to SUMMIT HILLS's management at all times, including during rest periods. For example, Ms. Banda frequently had her rest periods interrupted and cut short to respond to requests from management and co-workers when she was not in sole charge of residents.

Furthermore, during the relevant time period, SUMMIT HILLS maintained and implemented a company-wide on-premises rest period policy, which mandated Ms. Banda and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Banda 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 leaving to go get a snack at a nearby convenience store. Thus, SUMMIT HILLS effectively maintained control over Ms. Banda and other aggrieved employees during rest periods.

As a result, Ms. Banda and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Ms. Banda missed rest periods at least five (5) times per week because of the heavy workload and lack of coverage. In addition, approximately 1-2 times per week, her rest periods would be interrupted by residents requiring immediate assistance or by management urging her to speak with residents' families calling in to ask questions. SUMMIT HILLS failed to authorize and permit Ms. Banda and other aggrieved employees to take another rest period when their rest periods were interrupted to respond to the needs of residents.

SUMMIT HILLS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Banda and other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that SUMMIT HILLS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SUMMIT HILLS did not pay other aggrieved employees at the correct rate of pay for premiums because SUMMIT HILLS 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, SUMMIT HILLS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Banda 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. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage 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, SUMMIT HILLS has knowingly and intentionally provided Ms. Banda and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SUMMIT HILLS issued uniform wage statements to Ms. Banda 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 rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, SUMMIT HILLS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because SUMMIT HILLS did not record the time Ms. Banda and other aggrieved employees spent working off-the-clock and deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), SUMMIT HILLS did not list the correct amount of gross wages and net wages earned by Ms. Banda and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SUMMIT HILLS failed to accurately list the total number of hours worked by Ms. Banda 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).

Second, because SUMMIT HILLS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, SUMMIT HILLS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, SUMMIT HILLS also failed to list the correct amount of net wages in violation of section 226(a)(5). SUMMIT HILLS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, 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 inclusive dates of the period for which aggrieved employees were paid; 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; 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), SUMMIT HILLS willfully failed to maintain accurate payroll records for Ms. Banda 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.

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 Order. 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, SUMMIT HILLS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying 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 work period and meal period start and end times for Ms. Banda and other aggrieved employees in violation of section 1198. Furthermore, in light of SUMMIT HILLS's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, SUMMIT HILLS kept no records of meal start and end times for second meal periods.

Because SUMMIT HILLS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Banda 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. Banda 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. Banda 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, SUMMIT HILLS failed to pay Ms. Banda and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Banda 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 and 202 – Failure to Timely Pay Final Wages Upon Termination

California 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.

SUMMIT HILLS willfully failed to pay Ms. Banda and other aggrieved employees who are no longer employed by SUMMIT HILLS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SUMMIT HILLS's employ.

Ms. Banda 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 § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

During the relevant time period, on information and belief, SUMMIT HILLS required Ms. Banda and other aggrieved employees to release their claims for unpaid wages as a condition to receiving their paychecks. For example, on information and belief, SUMMIT HILLS required Ms. Banda and other aggrieved employees to sign verifications on their timesheets, that their timesheets were accurate and correct. SUMMIT HILLS compelled Ms. Banda and other aggrieved employees to sign these false verifications when they, in fact, had not received all earned and unpaid wages, including overtime wages, minimum wages, and/or meal and rest period premiums. SUMMIT HILLS's policy and practice of requiring Ms. Banda and other aggrieved employees to release their claims for unpaid wages as a condition to receiving their paychecks is in violation of California Labor Code section 206.5.

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

Violation of California Labor Code §§ 212 and 213 – Unlawful Direct Deposit and Discount of Wages

California Labor Code section 212 prohibits employers from issuing any instruments for the payment of wages unless such instruments are negotiable and payable in cash on demand and without discount. California Labor Code section 213 permits employers to pay employees via direct deposit so long as the employee authorizes payment via direct deposit. Under California law, employers are also permitted to fulfill their wage payment obligations to employees by using payroll debit cards, but only under certain circumstances. Employer use of payroll debit cards is permitted only so long as the employee is given the choice as to whether to accept a payroll debit card as a form of payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx, 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division of Labor Standards Enforcement ("DLSE") decision deeming payroll debit card program permissible relied heavily on:

... [T]he fact that the pay programs were optional, thereby allowing an employee to either participate in the program or receive his or her pay in some other way, such as direct deposit. Specifically, the DLSE opined that “[t]he success of the described procedure, in practice, will of course require that . . . it is presented as an *alternative* method for wage payment for which [the employees’] participation is optional.” The DLSE also stated, “[i]t is significant that the program does not mandate employee participation in the Money Network Service and that it is designed to provide an alternative for employees receiving their wage payment. Employees are also given the option of having their pay direct deposited into an account of their choosing. . . .” (internal citations omitted).

In addition, employers can only utilize payroll debit card programs if they provide employees with effective access to their wages without discount. The DLSE has interpreted Labor Code sections 212 and 213 as permitting employer use of payroll debit cards where the following requirements are satisfied:

- (1) [T]he “wages [are] payable at some established place of business in the state and there be at least 30 days of sufficient funds for payment,”
- (2) the employees are “fully informed of the service and procedures and that it is represented as an alternative method for wage payment for which their participation is optional,”
- (3) the employees receive “an itemized wage statement,” and
- (4) “at least one transaction per pay period [is] without fee.”

Ortiz v. Randstad North America, L.P., No. C-13-5050 MMC, 2015 WL 6202298 at 3.

Further, the DLSE notes that the Labor Code manifests:

... [A] strong public policy that prohibits an employer (or its agent) from imposing conditions or obstacles which interfere with or prevent an employee’s (sic) from promptly receiving their due wages in *full*. The imposition of a fee in order to readily *access* one’s earned and paid wages under a payroll card program which is designed to discharge the employer’s wage payment obligations could impermissibly interfere with an employee’s receipt of paid wages by creating a financial condition which would have the *effect* of reducing or discounting wages because such fee would be charged against the same account in which wages are deposited. (emphases in original)

DLSE opinion letter 2008.07.07. The DLSE has also acknowledged that payroll service providers “effectively act as agents of the client employers in discharging the employer’s wage payment obligations.” *Id.* In a second opinion letter, the DLSE stated that “[w]hile the Labor Code does not purport to regulate the specific arrangements between employers and payroll service providers, both an employer and, under the express language in Labor Code § 212- their *agent*, must comply with its requirements.” *DLSE opinion letter 2008.07.07.2*.

During the relevant time period, SUMMIT HILLS had an agreement with a payroll service provider for the issuance of payroll cards to employees, including Ms. Banda and other aggrieved employees, to discharge its wage payment obligations to its employees. On information and belief, SUMMIT HILLS had a practice and/or policy of automatically issuing payroll debit cards to departing

employees without giving them the option to elect their form of payment for their final wages. SUMMIT HILLS's payroll debit card program was not voluntary or optional to employees. For example, Ms. Banda received her final wages on a payroll debit card without a choice of an alternative method, including a written check. Instead, SUMMIT HILLS automatically enrolled Ms. Banda in its payroll debit card program for the purpose of issuing her final wages to her.

California courts recognize a policy favoring the full and prompt payment of wages to employees. SUMMIT HILLS's payroll card program is inconsistent with this policy. Because SUMMIT HILLS's company-wide payroll debit card program is involuntary and denies aggrieved employees of easy access to the entirety of their wages, the program violates California Labor Code sections 212 and 213. Ms. Banda and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, SUMMIT HILLS unlawfully deducted a portion of wages previously paid to Ms. Banda and other aggrieved employees in violation of California Labor Code section 221.

SUMMIT HILLS systematically, and on a company-wide basis, provided Ms. Banda and other aggrieved employees with payroll debit cards as payment of their wages and/or final wages. Under SUMMIT HILLS's payroll debit card program, Ms. Banda and/or other aggrieved employees were assessed various fees in connection with their use of the payroll debit cards. Ms. Banda and/or other aggrieved employees were required to pay per-transaction fees, ATM fees, in-person teller fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged to Ms. Banda and/or other aggrieved employees resulted in a discount of their wages.

SUMMIT HILLS's payroll debit card program, which resulted in a discount of wages to employees, is tantamount to taking deductions from Ms. Banda's and/or other aggrieved employees' paychecks without their written authorization and therefore constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Ms. Banda and/or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, SUMMIT HILLS willfully and systematically issued payroll debit cards to Ms. Banda and other aggrieved employees. The payroll debit cards discounted the wages of Ms. Banda and other aggrieved employees by charging various fees in connection with the use of the payroll debit cards. SUMMIT HILLS's payroll debit card program resulted in the payment of less than statutorily required wages to Ms. Banda and/or other aggrieved employees. In doing so,

SUMMIT HILLS acted with the intent to deprive Ms. Banda and/or other aggrieved employees of statutory wages, including, but not limited to, overtime wages and minimum wages to which they were entitled to under California law. Thus, SUMMIT HILLS paid Ms. Banda and/or other aggrieved employees lower wages than those they were entitled to while purporting that Ms. Banda and/or other aggrieved employees were properly paid.

Ms. Banda and/or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 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 period, SUMMIT HILLS implemented, on a company-wide basis, an employer-imposed requirement that Ms. Banda and other aggrieved employees undergo mandatory COVID-19 testing, but required them to do so at their own expense. As stated, SUMMIT HILLS had a company-wide policy requiring that Ms. Banda and other aggrieved employees travel to medical facilities on their own time and use their own means of transportation to undergo COVID-19 testing. At all times, SUMMIT HILLS was in control of determining the scope of the testing.

Additionally, during the relevant time period, SUMMIT HILLS implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examinations, but required them to do so at their own expense. As stated, SUMMIT HILLS 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 and/or physical examinations. At all times, SUMMIT HILLS 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, SUMMIT HILLS did not compensate Ms. Banda and other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the COVID-19 testing, drug testing, and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. SUMMIT HILLS's policy and/or practice of not paying for all costs Ms. Banda and other aggrieved employees incurred obtaining mandatory COVID-19 testing, drug testing, and/or physical examinations is in violation of California Labor Code section 222.5.

Ms. Banda 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 § 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 No. 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, SUMMIT HILLS had a company-wide policy of requiring Ms. Banda and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but SUMMIT HILLS failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Banda and other aggrieved employees were required to use their personal mobile devices and/or mobile data for downloading the Paychex Flex app and/or utilizing SUMMIT HILLS’s electronic timekeeping system. Although SUMMIT HILLS required Ms. Banda and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, SUMMIT HILLS failed to reimburse them for this cost.

Second, as stated, SUMMIT HILLS had a company-wide policy of requiring Ms. Banda and other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or obtain alternate transportation to obtain mandatory COVID-19 testing, drug testing, and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, SUMMIT HILLS 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. SUMMIT HILLS gave Ms. Banda and/or other aggrieved employees strict instructions to obtain COVID-19 testing, drug testing, and/or physical examinations, and Ms. Banda and/or other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of SUMMIT HILLS. Although SUMMIT HILLS required Ms. Banda and/or other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo COVID-19 testing, drug testing and/or physical examinations, SUMMIT HILLS never reimbursed them for their travel expenses.

Third, during the relevant time period, SUMMIT HILLS required Ms. Banda and other aggrieved employees to wear medical scrubs, including shirts and/or pants. However, due to the nature of residential care facility work, Ms. Banda’s and other aggrieved employees’ uniforms would become exposed to germs and bacteria such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their other clothing items, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, SUMMIT HILLS failed to maintain the uniforms it required Ms. Banda and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SUMMIT HILLS could have provided Ms. Banda and other aggrieved employees with the actual tools required for use on the job, such as company mobile devices and vehicles, as well as access to laundering services. Or, SUMMIT HILLS could have reimbursed employees for their mobile device usage, mileage, travel, and laundering expenses or provided a uniform maintenance allowance. Instead, SUMMIT HILLS passed these operating costs off onto Ms. Banda and other aggrieved employees.

Thus, SUMMIT HILLS 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. Banda and other aggrieved employees are 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." SUMMIT HILLS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Banda's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Banda 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. Banda, 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 SUMMIT HILLS for violations of California Labor Code sections 201, 202, 204, 206.5, 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802.

Therefore, on behalf of all aggrieved employees, Ms. Banda 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. Banda's reasonable attempt to settle her dispute with SUMMIT HILLS prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform SUMMIT HILLS of Ms. Banda's aforementioned grievances and the proposed remedies as detailed below, while affording SUMMIT HILLS a reasonable opportunity to satisfy Ms. Banda's demands.

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

1. SUMMIT HILLS shall pay Ms. Banda and all other aggrieved employees employed by SUMMIT HILLS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. SUMMIT HILLS 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. SUMMIT HILLS shall conduct a survey or interview all current and former aggrieved employees in California who worked for SUMMIT HILLS 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, travel expenses, mileage, mobile device expenses, uniform maintenance, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. SUMMIT HILLS 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. SUMMIT HILLS 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. SUMMIT HILLS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for SUMMIT HILLS's benefit, including, but not limited to, costs of mandatory medical examinations, travel expenses, mileage, mobile device expenses, and uniform maintenance, as required by Labor Code sections 222.5 and 2802.
6. SUMMIT HILLS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. SUMMIT HILLS shall provide Ms. Banda and all aggrieved employees employed by SUMMIT HILLS 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. SUMMIT HILLS shall cease the practice of requiring aggrieved employees to release their claims for unpaid wages as a condition for receiving their paychecks (Labor Code section 206.5).
9. SUMMIT HILLS shall pay each aggrieved employee unpaid wages and compensation for violations arising from its unlawful use of payroll debt cards, including unlawful direct deposit and sicsount of wages (Labor Code sections 212 and 213), unlawful deductions (Labor code sections 221 and 224), and secret payment of lower wages (Labor code section 223).
10. SUMMIT HILLS shall compensate other aggrieved employees for the time they spent traveling to and from medical facilities and undergoing mandatory COVID-19 tests, drug tests and/or physical examinations, and shall reimburse all costs aggrieved employees incurred obtaining mandatory COVID-19 tests, drug tests, and/or physical examinations as required by California Labor Code section 222.5.
11. SUMMIT HILLS 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.
12. SUMMIT HILLS 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, 225, 226.3, 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:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a long, sweeping horizontal stroke extending to the right.

Alexander Lima

Copy: SUMMIT HILLS 85, LLC (via U.S. Certified Mail); COMPASS SENIOR LIVING, LLC (via U.S. Certified Mail); CSL - ORANGEVALE, LLC (via U.S. Certified Mail); CSL - REDDING, LLC (via U.S. Certified Mail); CSL-WILDWOOD PROPERTY, LLC (via U.S. Certified Mail); CSL-YUCAIPA, LLC (via U.S. Certified Mail); ELDERGOOD - RED BLUFF, LLC (via U.S. Certified Mail)

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ELDERGOOD - RED BLUFF, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401



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2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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☒ Agent ☐ Addressee

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

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

Postage

Total Postage and Fees

Postmark
Here

7021 1970 0001 3865 4792

Sent To: ELDERGOOD - RED BLUFF, LLC

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

360 E. 10TH AVENUE, SUITE 104

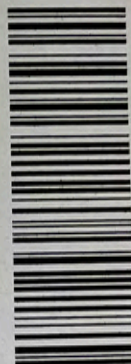
City, State, ZIP+4®

EUGENE, OR 97401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0001 3865 4600

CSL - ORANGEVALE, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401

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:

CSL - ORANGEVALE, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401



9590 9402 6817 1074 4610 03

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4600

PS Form 3811, July 2020 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
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

OFFICIAL USE

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

Certified Mail Fee

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

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

Postage

Total Postage and Fees

BUDD V.
SOUTH HILLS

Sent To: CSL - ORANGEVALE LLC

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

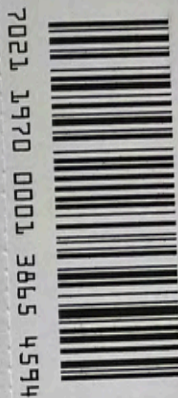
360 E. 10th Avenue Suite 104

City, State, ZIP+4®

EUGENE, OR 97401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067



7021 1970 0001 3865 4594

CERTIFIED MAIL®

CSL - ORANGEVALE, LLC
6125 HAZEL AVE.
ORANGEVALE, CA 95662

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:

CSL - ORANGEVALE, LLC
6125 HAZEL AVE.
ORANGEVALE, CA 95662

9590 9402 6817 1074 4610 10

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4594

PS Form 3811, July 2020 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
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7021 1970 0001 3865 4594

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

- Extra Services & Fees (check box and fee as appropriate)
- ☒ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees \$

PAID V.
SUNHIT HILLS

Sent to CSL - ORANGEVALE, LLC

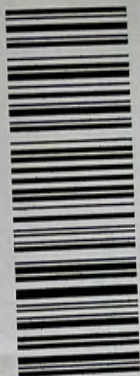
Street and Apt. No., or PO Box No.
6125 HAZEL AVE.

City, State, ZIP+4®
ORANGEVALE, CA 95662

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0001 3865 4587

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

Extra Services & Fees (check box, and fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Postmark
Here
BAND V.
SUMMIT HILLS

Sent To **COMPASS SENIOR LIVING, LLC**

Street and Apt. No. or PO Box No.
360 E. 10th Avenue

City, State, ZIP+4®
EUGENE, OR 97401

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:

COMPASS SENIOR LIVING, LLC
360 E. 10TH AVENUE
EUGENE, OR 97401



9590 9402 6817 1074 4610 27

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4587

PS Form 3811, July 2020 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 (over \$500)
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW ^{APC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0001 3865 4570

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
\$
Extra Service & Fees (check box and fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$

Sent To **Summit Hills 85, LLC**
Street and Apt. No. or PO Box No.
4501 Upland Point Drive
City, State, ZIP+4®
Bakersfield, CA 93301

Postmark Here
Bakersfield, CA
Summit Hills

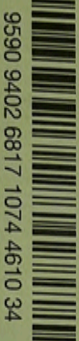
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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:

SUMMIT HILLS 85, LLC
4501 UPLAND POINT DRIVE
BAKERSFIELD, CA 93301



9590 9402 6817 1074 4610 34

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4570

PS Form 3811, July 2020 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
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL
7021 1970 0001 3865 4778

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®
OFFICIAL USE

7021 1970 0001 3865 4778

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage and Fees \$

Sent To: CSL - Wildwood Property, LLC
 Street and Apt. No., or PO Box No. 360 E. 10th Avenue, Suite 104
 City, State, ZIP+4® Eugene, OR 97401

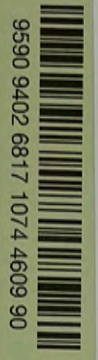
Postmark Here
 BANDA V.
 SUMMIT HILLS

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:
 CSL - WILDWOOD PROPERTY, LLC
 360 E. 10TH AVENUE, SUITE 104
 EUGENE, OR 97401



9590 9402 6817 1074 4609 90

2. Article Number (Transfer from service label)
 7021 1970 0001 3865 4778

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
 X

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067



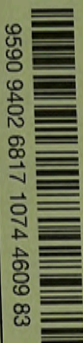
CSL - REDDING, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401

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:

CSL - REDDING, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401



9590 9402 6817 1074 4609 83

2. Article Number (Transfer from services label)

7021 1970 0001 3865 4761

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee
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
- ☐ Collected on Delivery
- ☐ Collected on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7021 1970 0001 3865 4761

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

OFFICIAL USE

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

Certified Mail Fee

Postmark
Here

- Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent to: **CSL - Redding, LLC**

Street and Apt. No., or PO Box No.
360 E. 10th Avenue, suite 104

City, State, ZIP+4®
EUGENE, OR 97401

PS Form 3840, 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:

SUMMIT HILLS 85, LLC
4501 UPLAND POINT DRIVE
BAKERSFIELD, CA 93301



9590 9402 6817 1074 4610 34

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4570

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Loza*☒ Agent
☐ Addressee

B. Received by (Printed Name)

Cavella

C. Date of Delivery

2-17-22

- 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 | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

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:

CSL – WILDWOOD PROPERTY, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401


9590 9402 6817 1074 4609 90

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4778

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
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053Domestic 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:

COMPASS SENIOR LIVING, LLC
360 E. 10TH AVENUE
EUGENE, OR 97401


9590 9402 6817 1074 4610 27

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4587

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
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053Domestic 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:

CSL – ORANGEVALE, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401


9590 9402 6817 1074 4610 03

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4600

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
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053Domestic 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:

CSL – REDDING, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401


9590 9402 6817 1074 4609 83

Article Number (Transfer from service label)

021 1970 0001 3865 4761

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
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053Domestic 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:

CSL – YUCAIPA, LLC
360 E. 10TH AVENUE, SUITE 104
EUGENE, OR 97401


9590 9402 6817 1074 4609 76

2. Article Number (Transfer from service label)

7021 1970 0001 3865 4785

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
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053Domestic Return Receipt