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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By F. Gonzalez , Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO COUNTY

JANET ESCOBEDO, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

SAN DIEGO BAY HOLDINGS, LLC, a
California limited liability company;
LINKS HEALTHCARE GROUP LLC, a
Delaware limited liability company;
BETTER CARE, INCORPORATED, a
California corporation; BRIDGEWATER
BAY HOLDINGS LLC, a Delaware limited
liability company; BRISTOL BAY
HOLDINGS LLC, a California limited
liability company; CHESAPEAKE BAY
HOLDINGS LLC, a California limited
liability company; DANUBE RIVER
HOLDINGS LLC, a California limited
liability company; ENGLISH CHANNEL
HOLDINGS, LLC, a California limited
liability company; FLETCHER COVE
HOLDINGS, LLC, a California limited
liability company; GLACIER BAY
HOLDINGS, LLC, a California limited
liability company; HALF MOON BAY
HOLDINGS, LLC, a California limited
liability company; JACKSON RIVER
HOLDINGS, LLC, a California limited
liability company; KENAI RIVER
HOLDINGS, LLC, a California limited
liability company; LA JOLLA COVE
HOLDINGS, LLC, a California limited

Case No.: 25CU011042C

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

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

Jury Trial Demanded

liability company; MALIBU BEACH HOLDINGS, LLC, a California limited liability company; NEWPORT BEACH HOLDINGS LLC, a California limited liability company; QUEEN RIVER HOLDINGS LLC, a California limited liability company; UTAH LAKE HOLDINGS LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

1 Plaintiff Janet Escobedo, 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 11, 2025, 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 statutes under which this action is brought do not
18 specify any other basis for jurisdiction.

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

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

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

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

THE PARTIES

6. Plaintiff Janet Escobedo is a resident of Spring Valley, in San Diego County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately June 2024 to October 2024. Plaintiff worked for Defendants as a Certified Nursing Assistant at their skilled nursing facility, Stillwater Post Acute, in El Cajon (located at 510 East Washington Avenue, El Cajon, California 94546). During her employment, Plaintiff typically worked eight (8) hours or more per day and four (4) days per week. Plaintiff’s primary job duties included, without limitation, dressing and grooming residents, emptying catheters, transferring residents to and from beds and chairs, changing linens, and recording residents’ healthcare information.

7. SAN DIEGO BAY HOLDINGS, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. LINKS HEALTHCARE GROUP LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

1 9. BETTER CARE, INCORPORATED was and is, upon information and belief, a
2 California corporation, and at all times hereinafter mentioned, an employer whose employees
3 are engaged throughout this county and the State of California.

4 10. BRIDGEWATER BAY HOLDINGS LLC was and is, upon information and
5 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
6 employer whose employees are engaged throughout this county and the State of California.

7 11. BRISTOL BAY HOLDINGS LLC was and is, upon information and belief, a
8 California limited liability company, and at all times hereinafter mentioned, an employer
9 whose employees are engaged throughout this county and the State of California.

10 12. CHESAPEAKE BAY HOLDINGS LLC was and is, upon information and
11 belief, a California limited liability company, and at all times hereinafter mentioned, an
12 employer whose employees are engaged throughout this county and the State of California.

13 13. DANUBE RIVER HOLDINGS LLC was and is, upon information and belief, a
14 California limited liability company, and at all times hereinafter mentioned, an employer
15 whose employees are engaged throughout this county and the State of California.

16 14. ENGLISH CHANNEL HOLDINGS, LLC was and is, upon information and
17 belief, a California limited liability company, and at all times hereinafter mentioned, an
18 employer whose employees are engaged throughout this county and the State of California.

19 15. FLETCHER COVE HOLDINGS, LLC was and is, upon information and
20 belief, a California limited liability company, and at all times hereinafter mentioned, an
21 employer whose employees are engaged throughout this county and the State of California.

22 16. GLACIER BAY HOLDINGS, LLC was and is, upon information and belief, a
23 California limited liability company, and at all times hereinafter mentioned, an employer
24 whose employees are engaged throughout this county and the State of California.

25 17. HALF MOON BAY HOLDINGS, LLC was and is, upon information and
26 belief, a California limited liability company, and at all times hereinafter mentioned, an
27 employer whose employees are engaged throughout this county and the State of California.

28 18. JACKSON RIVER HOLDINGS, LLC was and is, upon information and belief,

1 a California limited liability company, and at all times hereinafter mentioned, an employer
2 whose employees are engaged throughout this county and the State of California.

3 19. KENAI RIVER HOLDINGS, LLC was and is, upon information and belief, a
4 California limited liability company, and at all times hereinafter mentioned, an employer
5 whose employees are engaged throughout this county and the State of California.

6 20. LA JOLLA COVE HOLDINGS, LLC was and is, upon information and belief,
7 a California limited liability company, and at all times hereinafter mentioned, an employer
8 whose employees are engaged throughout this county and the State of California.

9 21. MALIBU BEACH HOLDINGS, LLC was and is, upon information and belief,
10 a California limited liability company, and at all times hereinafter mentioned, an employer
11 whose employees are engaged throughout this county and the State of California.

12 22. NEWPORT BEACH HOLDINGS LLC was and is, upon information and
13 belief, a California limited liability company, and at all times hereinafter mentioned, an
14 employer whose employees are engaged throughout this county and the State of California.

15 23. QUEEN RIVER HOLDINGS LLC was and is, upon information and belief, a
16 California limited liability company, and at all times hereinafter mentioned, an employer
17 whose employees are engaged throughout this county and the State of California.

18 24. UTAH LAKE HOLDINGS LLC was and is, upon information and belief, a
19 California limited liability company, and at all times hereinafter mentioned, an employer
20 whose employees are engaged throughout this county and the State of California.

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

25 26. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
26 were the partners, agents, owners, or managers of SAN DIEGO BAY HOLDINGS, LLC;
27 LINKS HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED;
28 BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC;

CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; QUEEN RIVER HOLDINGS LLC; and UTAH LAKE HOLDINGS LLC, at all relevant times.

27. 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, SAN DIEGO BAY HOLDINGS, LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; QUEEN RIVER HOLDINGS LLC; UTAH LAKE HOLDINGS LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “LINKS”), 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.

28. 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.

29. 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.

1 30. Under California law, Defendants are jointly and severally liable as employers
2 for the violations alleged herein because they have each exercised sufficient control over the
3 wages, hours, working conditions, and employment status of Plaintiff and other non-party
4 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
5 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
6 of employment, determined their rate of pay, and maintained their employment records.
7 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
8 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
9 common-law employment relationship. As joint employers of Plaintiff and other non-party
10 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
11 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

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

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

1 who jointly reaped the benefits from the underpayment of their wages
2 and noncompliance with other statutory provisions governing their
3 employment.

4 32. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
5 there has existed a unity of interest and ownership between Defendants such that any
6 individuality and separateness between the entities has ceased.

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

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

- 16 (a) Defendant LINKS HEALTHCARE GROUP LLC made final decisions
17 regarding employment matters related to Plaintiff and other non-party
18 Aggrieved Employees in the same manner and through the same entity,
19 regardless of which entity was acting as Plaintiff's and other non-party
20 Aggrieved Employees' immediate employer;
- 21 (b) Defendant LINKS HEALTHCARE GROUP LLC controlled day-to-day
22 employment decisions of Defendants SAN DIEGO BAY HOLDINGS,
23 LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY
24 HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE
25 BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC;
26 ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE
27 HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON
28 BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC;

KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; QUEEN RIVER HOLDINGS LLC; and UTAH LAKE HOLDINGS LLC;

(c) Defendants shared common officers, directors, and/or managers;

(d) Defendants utilized the same bank accounts, accounting records, lines of credit, payroll preparation, telephone lines, company websites, office space, facilities, employees and/or other facets of operation; and/or

(e) Defendants were subject to common ownership and financial control.

35. SAN DIEGO BAY HOLDINGS, LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; QUEEN RIVER HOLDINGS LLC; UTAH LAKE HOLDINGS LLC; and DOES 1 through 10 are therefore alter egos of each other.

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

37. Plaintiff further alleges, upon information and belief, that Defendants SAN DIEGO BAY HOLDINGS, LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE

1 HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS
2 LLC; QUEEN RIVER HOLDINGS LLC; and UTAH LAKE HOLDINGS LLC are alter egos
3 of each other for the following reasons:

4 (a) On the California Secretary of State’s website
5 (<https://bizfileonline.sos.ca.gov/>), SAN DIEGO BAY HOLDINGS,
6 LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE,
7 INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC;
8 BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS
9 LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL
10 HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER
11 BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC;
12 JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS,
13 LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH
14 HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; QUEEN
15 RIVER HOLDINGS LLC; and UTAH LAKE HOLDINGS LLC have
16 the same principal and mailing addresses, “16544 FRANZEN FARM
17 R[OA]D, SAN DIEGO, CA 92127”;

18 (b) On the California Secretary of State’s website, LINKS HEALTHCARE
19 GROUP LLC; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL
20 BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC;
21 DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL
22 HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER
23 BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC;
24 JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS,
25 LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH
26 HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; and
27 QUEEN RIVER HOLDINGS LLC share the same agent for service of
28 process, “Link[s] Healthcare Group, LLC”;

- 1 (c) According to Statement of Information forms filed with the California
2 Secretary of State, SAN DIEGO BAY HOLDINGS, LLC; LINKS
3 HEALTHCARE GROUP LLC; BRIDGEWATER BAY HOLDINGS
4 LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY
5 HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH
6 CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC;
7 GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS,
8 LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER
9 HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU
10 BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC;
11 QUEEN RIVER HOLDINGS LLC; and UTAH LAKE HOLDINGS
12 LLC share the same managers, and/or members, including, but not
13 limited to, Curtis Rodriguez and Toby Tilford, who also serve as the
14 Chief Executive Officer and Chief Financial Officer (Toby Tilford) and
15 Secretary (Curt Rodriguez) of BETTER CARE, INCORPORATED; and
- 16 (d) On information and belief, SAN DIEGO BAY HOLDINGS, LLC;
17 LINKS HEALTHCARE GROUP LLC; BETTER CARE,
18 INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC;
19 BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS
20 LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL
21 HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER
22 BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC;
23 JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS,
24 LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH
25 HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; QUEEN
26 RIVER HOLDINGS LLC; and UTAH LAKE HOLDINGS LLC utilize
27 the same standardized employment forms and issue the same
28 employment policies.

1 **PAGA REPRESENTATIVE ALLEGATIONS**

2 38. Defendants own and operate skilled nursing and assisted living facilities
3 throughout California. Upon information and belief, Defendants maintain a single, centralized
4 Human Resources (“HR”) department at their company headquarters in San Diego, California,
5 which is responsible for the recruiting and hiring of new employees, and communicating and
6 implementing Defendants’ company-wide policies, including timekeeping policies and meal
7 and rest period policies, to employees throughout California.

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

15 40. Upon information and belief, Defendants maintain a centralized Payroll
16 department at their company headquarters in San Diego, California, which processes payroll
17 for all non-exempt, hourly paid employees working for Defendants at their various locations
18 in California, including Plaintiff and other non-party Aggrieved Employees. Based upon
19 information and belief, Defendants issue the same formatted wage statements to all non-
20 exempt, hourly paid employees in California, irrespective of their work locations. Upon
21 information and belief, Defendants process payroll for departing employees in the same
22 manner throughout the State of California, regardless of the manner in which each employee’s
23 employment ends.

24 41. Defendants continue to employ non-exempt or hourly paid employees in
25 California.

26 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
28 and advisors knowledgeable about California labor and wage law, employment and personnel

1 practices, and about the requirements of California law.

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

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

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

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

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

provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

48. 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 complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not provided complete and accurate wage statements.

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

50. 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 timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

51. 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 timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

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

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

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

13 55. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
14 "any person who was employed by the alleged violator and personally suffered each of the
15 violations alleged."

16 56. Plaintiff and other current and former employees of Defendants are "aggrieved
17 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
18 current or former employees and each of the alleged violations were committed against them.

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

22 (a) The aggrieved employee shall give written notice by online filing
23 (hereinafter "Employee's Notice") to the LWDA and by certified mail
24 to the employer of the specific provisions of the California Labor Code
25 alleged to have been violated, including the facts and theories to support
26 the alleged violations.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be

1 accompanied by a filing fee of seventy-five dollars (\$75).

- 2 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
3 employer and the aggrieved employee by certified mail that it does not
4 intend to investigate the alleged violation within sixty (60) calendar
5 days of the postmark date of the Employee’s Notice. Upon receipt of
6 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
7 five (65) calendar days of the postmark date of the Employee’s Notice,
8 the aggrieved employee may commence a civil action pursuant to
9 California Labor Code section 2699 to recover civil penalties in addition
10 to any other penalties to which the employee may be entitled.

11 58. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
12 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
13 provision other than those listed in Section 2699.5 after the following requirements have been
14 met:

- 15 (a) The aggrieved employee or representative shall give written notice by
16 online filing to the LWDA and by certified mail to the employer of the
17 specific provisions of the California Labor Code alleged to have been
18 violated (other than those listed in Section 2699.5), including the facts
19 and theories to support the alleged violation.
- 20 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
21 2699.3(c) and any employer response to that notice shall be
22 accompanied by a filing fee of seventy-five dollars (\$75).
- 23 (c) The employer may cure the alleged violation within thirty-three (33)
24 calendar days of the postmark date of the notice. The employer shall
25 give written notice by certified mail within that period of time to the
26 aggrieved employee or representative and the agency if the alleged
27 violation is cured, including a description of actions taken, and no civil
28 action pursuant to Section 2699 may commence. If the alleged violation

1 is not cured within the 33-day period, the employee may commence a
2 civil action pursuant to Section 2699.

3 59. On March 4, 2025, Plaintiff provided written notice by online filing to the
4 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
5 Code alleged to have been violated, including facts and theories to support the alleged
6 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
7 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
8 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
9 Plaintiff PAGA Case Number LWDA-CM-1083931-25. A true and correct copy of Plaintiff's
10 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

11 60. As of the filing date of this complaint, over 65 days have passed since Plaintiff
12 sent the written notice described above, and the LWDA has not responded that it intends to
13 investigate Plaintiff's claims, and Defendants have not cured the violations.

14 61. Thus, Plaintiff has satisfied the administrative prerequisites under California
15 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
16 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
17 1174(d), 1182.12, 1182.15, 1194, 1197, 1198, and 2802.

18 62. Labor Code section 558(a) provides "[a]ny employer or other person acting on
19 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the Industrial Welfare
21 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
22 dollars (\$50) for each underpaid employee for each pay period for which the employee was
23 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
24 underpaid employee for each pay period for which the employee was underpaid" Labor
25 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
26 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
27 as a private attorney general, seeks assessment and collection of civil penalties under Labor
28 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of

1 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
2 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
3 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
4 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
5 applicable IWC Wage Order.

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

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

13 65. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
14 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
15 interest as a private attorney general, seeks assessment and collection of civil penalties and
16 injunctive relief for herself, all other non-party Aggrieved Employees, and the State of
17 California against Defendants for violations of California Labor Code sections 201, 202, 204,
18 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1198, and 2802.

19 **FIRST CAUSE OF ACTION**

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

21 **(Against all Defendants)**

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

24 67. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
25 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
26 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
27 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
28 civil penalties for violations of those Labor Code sections not found in section 2699.5,

1 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1182.15, 1194, 1197, and 2802.

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

- 4 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
5 Wage Order for Defendants' failure to compensate Plaintiff and other
6 non-party Aggrieved Employees with all required overtime pay, as set
7 forth below;
- 8 (b) Violation of Labor Code sections 1182.12, 1182.15, 1194, 1197, and
9 1198, and the applicable IWC Wage Order for Defendants' failure to
10 compensate Plaintiff and other non-party Aggrieved Employees with at
11 least minimum wages for all hours worked, as set forth below;
- 12 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
13 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
14 and other non-party Aggrieved Employees with meal periods, as set
15 forth below;
- 16 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
17 applicable IWC Wage Order for Defendants' failure to authorize and
18 permit Plaintiff and other non-party Aggrieved Employees to take rest
19 periods, as set forth below;
- 20 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
21 IWC Wage Order for failure to provide accurate and complete wage
22 statements to Plaintiff and other non-party Aggrieved Employees, as set
23 forth below;
- 24 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
25 IWC Wage Order for failure to maintain payroll records, as set forth
26 below;
- 27 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
28 earned wages upon termination, as set forth below;

- 1 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
2 during employment, as set forth below; and
3 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
4 and other non-party Aggrieved Employees for all business expenses
5 necessarily incurred, as set forth below.

6 **FAILURE TO PAY OVERTIME**

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

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

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

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

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

27 73. California Labor Code section 510 codifies the right to overtime compensation
28 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)

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

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

11 75. Defendants had, and continue to have, a company-wide policy and/or practice
12 requiring Plaintiff and other non-party Aggrieved Employees to perform work-related tasks
13 while off-the-clock. For example, on at least two (2) occasions, Defendants' managers
14 required Plaintiff to attend meetings regarding work-related issues after the end of her shifts,
15 which would take about one (1) hour each instance. Defendants did not allow Plaintiff and
16 other non-party Aggrieved Employees to stay clocked in or otherwise record their time spent
17 performing these work duties. Thus, Defendants failed to track all of the time that employees
18 spent performing work-related tasks after their shifts, and Plaintiff and other non-party
19 Aggrieved Employees received no compensation for this time.

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

28 77. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees

1 the balance of overtime compensation as required by California law, violates the provisions of
2 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
3 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
4 558 and/or 2699(a), (f), and (k).

5 **FAILURE TO PAY MINIMUM WAGES**

6 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1182.15, 1194, 1197, AND 1198**

7 78. At all relevant times, California Labor Code sections 1182.12, 1182.15, 1194,
8 1197, and 1198 provide that the minimum wage for employees fixed by the IWC is the
9 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
10 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the
11 time during which an employee is s suffered or permitted to work for the employer, whether
12 or not required to do so, as interpreted in accordance with the provisions of the Fair Labor
13 Standards Act.” Cal. Code Regs. tit. 8, § 11050(2)(M) (defining “Hours Worked”).

14 79. As stated above, Defendants had, and continue to have, company-wide policies
15 and/or practices of requiring Plaintiff and other non-party Aggrieved Employees to perform
16 work-related tasks while off-the-clock after their shifts, including attending post-shift
17 meetings with Defendants’ management. Defendants failed to track this time Plaintiff and
18 other non-party Aggrieved Employees spent working off-the-clock, and Plaintiff and other
19 non-party Aggrieved Employees received no compensation for this time.

20 80. Defendants did not pay minimum wages for all hours worked by Plaintiff and
21 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
22 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
23 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
24 1182.15, 1194, 1197, and 1198.

25 81. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
26 minimum wages violates California Labor Code sections 1182.12, 1182.15, 1194, 1197, and
27 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
28 civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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

82. 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 other non-party Aggrieved Employees' employment by Defendants.

83. 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).

84. 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.

85. At all relevant times herein set forth, 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).

86. During the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their facilities such that there were too few employees on duty to handle the heavy workload. Because Defendants did not employ or

1 staff a sufficient number of employees to meet resident demand, there was no one available to
2 relieve employees needing meal period coverage, and Plaintiff and other non-party Aggrieved
3 Employees did not receive all timely, uninterrupted meal periods to which they were entitled.
4 Further, Defendants had a company-wide practice and/or policy of failing to schedule meal
5 periods, which further caused Plaintiff and other non-party Aggrieved Employees to not be
6 relieved of their duties for compliant meal periods.

7 87. As a result, Plaintiff and other non-party Aggrieved Employees had to work
8 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
9 extended periods of time before taking meal periods. For example, Plaintiff missed her meal
10 periods about 2-3 times per week because she was responsible for caring for over 23 residents
11 and lacked meal period coverage. For the same reasons, Plaintiff also frequently had to take
12 her meal period late, after the fifth hour of work. Plaintiff and other non-party Aggrieved
13 Employees did not sign valid meal period waivers on days that they were entitled to meal
14 periods and were not relieved of all duties.

15 88. At all times herein mentioned, Defendants knew or should have known that, as
16 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
17 from being relieved of all duties and required to perform some of their assigned duties during
18 meal periods. Defendants further knew or should have known that Defendants did not pay
19 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods
20 were missed, shortened, interrupted, and/or late.

21 89. Moreover, Defendants engaged in a company-wide practice and/or policy of
22 not paying meal period premiums owed when compliant meal periods are not provided.
23 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
24 have not received premium pay for missed, late, and interrupted meal periods. As a result,
25 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
26 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
27 to pay the full meal period premiums due.

28 90. Defendants' conduct violates the applicable IWC Wage Order, and California

1 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
2 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
3 558 and/or 2699(a), (f), and (k).

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

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

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

9 92. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3 ½) hours.

15 93. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any rest period mandated by an applicable
17 order of the California IWC. To comply with its obligation to authorize and permit rest
18 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
19 employer must "relinquish any control over how employees spend their break time, and
20 relieve their employees of all duties—including the obligation that an employee remain on
21 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
22 *Inc.*, 2 Cal. 5th 257, 273 (2016).

23 94. Pursuant to the applicable IWC Wage Order and California Labor Code section
24 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
25 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
26 required rest period was not authorized and permitted.

27 95. During the relevant time period, Defendants regularly failed to authorize and
28 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest

1 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
2 Defendants' company-wide policies and practices, including understaffing and assigning
3 heavy workloads, prevented Plaintiff and other non-party Aggrieved Employees from being
4 able to take rest periods. Defendants also failed to schedule rest periods, which, coupled with
5 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other
6 non-party Aggrieved Employees not being authorized and permitted to take rest periods.

7 96. Furthermore, on information and belief, during the relevant time period,
8 Defendants maintained a company-wide on-premises rest period policy, which effectively
9 required that Plaintiff and/or other non-party Aggrieved Employees remain on the work
10 premises during their rest periods. Because Plaintiff and/or other non-party Aggrieved
11 Employees were restricted from leaving the premises during rest periods, even when they
12 were not in sole charge of residents, they were denied the ability to use their rest periods
13 freely for their own purposes, such as running personal errands. Thus, Defendants effectively
14 maintained control over Plaintiff and/or other non-party Aggrieved Employees during rest
15 periods.

16 97. As a result of Defendants' practices and policies, Plaintiff and other non-party
17 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
18 excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.
19 For example, Plaintiff regularly had to forgo her rest periods due to the heavy workload,
20 understaffing, and Defendants' failure to schedule rest periods for employees.

21 98. Defendants have also engaged in a company-wide practice and/or policy of not
22 paying rest period premiums owed when compliant rest periods are not authorized and
23 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
24 Employees have not received premium pay for all missed rest periods. As a result,
25 Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed
26 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and
27 the applicable IWC Wage Order.

28 99. Defendants' conduct violates the applicable IWC Wage Order and California

1 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
2 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
3 558 and/or 2699(a), (f), and (k).

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

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

11 101. At all relevant times, Defendants have knowingly and intentionally provided
12 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
13 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
14 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total
15 hours worked; net wages earned; and all applicable hourly rates in effect during the pay
16 period, including rates of pay for overtime wages, and the corresponding number of hours
17 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
18 226(a)(5), and 226(a)(9).

19 102. Because Defendants did not record the time Plaintiff and other non-party
20 Aggrieved Employees spent working off the clock, Defendants did not list the correct amount
21 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
22 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
23 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
24 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
25 pay in effect during the pay period and the corresponding accurate number of hours worked at
26 each hourly rate, in violation of section 226(a)(9).

27 103. The wage statement deficiencies also include, among other things, failing to list
28 the number of piece-rate units earned and any applicable piece rate if the employee is paid on

1 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
2 for which aggrieved employees were paid; failing to list the name of the employee and only
3 the last four digits of his or her social security number or an employee identification number
4 other than a social security number; failing to list the name and address of the legal entity that
5 is the employer; and/or failing to state all hours worked as a result of not recording or stating
6 hours worked off-the-clock.

7 104. California Labor Code section 1174(d) provides that “[e]very person employing
8 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
9 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
10 plants or establishments at which employees are employed, payroll records showing the hours
11 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
12 applicable piece rate paid to, employees employed at the respective plants or
13 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
14 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
15 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
16 as a result of failing to record the off-the-clock hours that they worked.

17 105. California Labor Code section 1198 provides that the maximum hours of work
18 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
19 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
20 employment of any employees for longer hours than those fixed by the order or under
21 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
22 Wage Order, employers are required to keep accurate time records showing when the
23 employee begins and ends each work period and meal period. During the relevant time
24 period, Defendants engaged in company-wide practices and/or policies of failing to record
25 actual hours worked, and thereby failed to keep accurate records of work period and meal
26 period start and end times for Plaintiff and other non-party Aggrieved Employees, in violation
27 of section 1198.

28 106. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),

1 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
2 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

3 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

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

17 109. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
18 who are no longer employed by Defendants their wages earned and unpaid at the time of
19 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
20 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
21 therefore entitled to recover civil penalties pursuant to California Labor Code sections 256
22 and/or 2699(a), (f), and (k).

23 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

24 **VIOLATION OF LABOR CODE SECTION 204**

25 110. At all times relevant herein set forth, Labor Code section 204 provides that all
26 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
27 days, inclusive, of any calendar month, other than those wages due upon termination of an
28 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of

1 the month during which the labor was performed. Labor Code section 204 further provides
2 that all wages earned by any person in any employment between the sixteenth (16th) and the
3 last day, inclusive, of any calendar month, other than those wages due upon termination of an
4 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
5 month.

6 111. At all times relevant herein, Labor Code section 204 provides that all wages
7 earned for labor in excess of the normal work period shall be paid no later than the payday for
8 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
9 204 provides that the requirements of this section are deemed satisfied by the payment of
10 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
11 seven (7) calendar days following the close of the payroll period.

12 112. During the relevant time period, Defendants willfully failed to pay Plaintiff and
13 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
14 wages, minimum wages, and/or meal and rest period premiums, within the time periods
15 specified by California Labor Code section 204.

16 113. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
17 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
18 Employees are therefore entitled to recover civil penalties pursuant to California Labor Code
19 sections 210 and/or 2699(a), (f), and (k).

20 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

21 **VIOLATION OF LABOR CODE SECTION 2802**

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

1 such tools and equipment shall be provided and maintained by the employer, except that an
2 employee whose wages are at least two (2) times the minimum wage provided herein may be
3 required to provide and maintain hand tools and equipment customarily required by the trade
4 or craft.”

5 115. During the relevant time period, Defendants, on a company-wide basis,
6 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
7 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
8 duties, but failed to reimburse them for the costs of their work-related mobile device expenses.
9 For example, Plaintiff and other non-party Aggrieved Employees used their personal mobile
10 devices to communicate with Defendants’ management regarding work-related matters, such
11 as issues with residents. Although Defendants required Plaintiff and other non-party
12 Aggrieved Employees to utilize their personal mobile devices and/or mobile data to carry out
13 their work-related responsibilities, Defendants failed to reimburse them for these costs.

14 116. Defendants could have provided Plaintiff and other non-party Aggrieved
15 Employees with the actual equipment for use on the job, such as company mobile devices; or
16 Defendants could have reimbursed employees for the costs of their mobile device usage
17 Instead, Defendants passed these operating costs onto Plaintiff and other non-party Aggrieved
18 Employees.

19 117. Defendants’ company-wide policy and/or practice of not reimbursing
20 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
21 and other non-party Aggrieved Employees violates California Labor Code section 2802.
22 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
23 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

24 **REQUEST FOR JURY TRIAL**

25 Plaintiff requests a trial by jury.

26 **PRAYER FOR RELIEF**

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

1. For civil penalties, injunctive relief, 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 other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1182.15, 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); and 2802 (by failing to reimburse business expenses);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1198, and 2802;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1198, and 2802;

5. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1198, and 2802;

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

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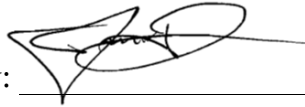
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1 7. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: May 9, 2025

Respectfully submitted,

Capstone Law APC

6
7 By: 

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Janet Escobedo

EXHIBIT “1”



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Los Angeles, California 90067
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SAIRAH BUDHWANI
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March 4, 2024

VIA ONLINE SUBMISSION

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

Subject: *Janet Escobedo v. San Diego Bay Holdings, LLC, et al.*

Dear PAGA Administrator:

This office represents Janet Escobedo in connection with her claims under the California Labor Code. Ms. Escobedo was an employee of SAN DIEGO BAY HOLDINGS, LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; QUEEN RIVER HOLDINGS LLC; and/or UTAH LAKE HOLDINGS LLC. For the purpose of this letter, Ms. Escobedo collectively refers to these entities as "LINKS."

The employers may be contacted directly at the addresses below:

SAN DIEGO BAY HOLDINGS, LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

LINKS HEALTHCARE GROUP LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

BETTER CARE, INCORPORATED
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

BRIDGEWATER BAY HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

BRISTOL BAY HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

CHESAPEAKE BAY HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

DANUBE RIVER HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

ENGLISH CHANNEL HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

FLETCHER COVE HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

GLACIER BAY HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

HALF MOON BAY HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

JACKSON RIVER HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

KENAI RIVER HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

LA JOLLA COVE HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

MALIBU BEACH HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

NEWPORT BEACH HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

QUEEN RIVER HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

UTAH LAKE HOLDINGS LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

Ms. Escobedo intends to seek civil penalties, attorneys' 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. Escobedo seeks relief on behalf of herself, the State of California, and other persons who are or were employed by LINKS 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.

LINKS employed Ms. Escobedo as an hourly paid, non-exempt employee from approximately June 2024 to October 2024. Ms. Escobedo worked for LINKS as a Certified Nursing Assistant at their skilled nursing facility, Stillwater Post Acute, in El Cajon (located at 510 East Washington Avenue, El Cajon, California 94546). During her employment, Ms. Escobedo typically worked eight (8) hours or more per day, and four (4) days per week. At the time Ms. Escobedo's employment with LINKS ended, she earned approximately \$24.00 per hour. Her job duties included, without limitation, dressing and grooming residents, emptying catheters, transferring residents to and from bed and chair, changing linens, and recording residents' healthcare information.

LINKS has committed each of the following Labor Code violations against Ms. Escobedo, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

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

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

SAN DIEGO BAY HOLDINGS, LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; QUEEN RIVER HOLDINGS LLC; and UTAH LAKE HOLDINGS LLC are California limited liability companies. LINKS HEALTHCARE GROUP LLC and BRIDGEWATER BAY HOLDINGS LLC are Delaware limited liability companies. BETTER CARE, INCORPORATED is a California corporation. Together, they own and operate skilled nursing and assisted living facilities throughout California. Upon information and belief, LINKS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Diego, California for all non-exempt, hourly paid employees working for LINKS in California, including Ms. Escobedo and other aggrieved employees. At all relevant times, LINKS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Escobedo and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in 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.

LINKS willfully failed to pay all overtime wages owed to Ms. Escobedo and other aggrieved employees. During the relevant time period, Ms. Escobedo 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.

During the relevant time period, LINKS had, and continues to have, a company-wide policy and/or practice of requiring Ms. Escobedo and other aggrieved employees to perform work-related tasks while off-the-clock. For example, on at least two (2) occasions, LINKS's managers required Ms.

Escobedo to attend meetings regarding work-related issues after the end of her shifts, which would take about one (1) hour each instance. LINKS did not allow Ms. Escobedo and other aggrieved employees to stay clocked in or otherwise record their time spent performing these work duties. Thus, LINKS failed to track the time Ms. Escobedo and other aggrieved employees spent performing work-related tasks outside of their shifts, and Ms. Escobedo and other aggrieved employees received no compensation for this time.

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

LINKS's failure to pay Ms. Escobedo 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. Escobedo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1182.15, 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)(M) (defining "Hours Worked").

As set forth above, during the relevant time period, LINKS had a company-wide policy and/or practice of requiring Ms. Escobedo and other aggrieved employees to perform work-related tasks while off-the-clock after their shifts, including attending post-shift meetings with LINKS's management. LINKS failed to track this time Ms. Escobedo and other aggrieved employees spent working off-the-clock, and Ms. Escobedo and other aggrieved employees received no compensation for this time.

LINKS did not pay at least minimum wages for all hours worked by Ms. Escobedo and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, LINKS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198.

Accordingly, LINKS regularly failed to pay at least minimum wages to Ms. Escobedo and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198. Ms. Escobedo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code

sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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).

During the relevant time period, LINKS had, and continues to have, company-wide policies and/or practices of understaffing its facilities such that there were too few employees on duty to handle the heavy workload. Because LINKS did not employ or staff a sufficient number of employees to meet resident demand, there was no one available to relieve employees needing meal period coverage, and Ms. Escobedo and other aggrieved employees did not receive all timely, uninterrupted meal periods to which they were entitled. Further, LINKS had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Escobedo and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Escobedo and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Escobedo missed her meal periods about 2-3 times per week because she was responsible for caring for over 23 residents and lacked meal period coverage. For the same reasons, Ms. Escobedo also frequently had to take her meal period late, after the fifth hour of work. Ms. Escobedo 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.

At all times herein mentioned, LINKS knew or should have known that, as a result of these policies, Ms. Escobedo and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. LINKS further knew or should have known that LINKS did not pay Ms. Escobedo and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, LINKS 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. Escobedo and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, LINKS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Escobedo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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, 273 (2016).

During the relevant time period, LINKS regularly failed to authorize and permit Ms. Escobedo 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, LINKS's company-wide practices, including understaffing and assigning heavy workloads, prevented Ms. Escobedo and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, LINKS failed to schedule rest periods, which, coupled with LINKS's failure to provide adequate rest period coverage, further led to Ms. Escobedo and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, LINKS maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. Escobedo and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Escobedo and/or other aggrieved employees were restricted from leaving the premises during rest periods, even when they were not in sole charge of residents, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, LINKS effectively maintained control over Ms. Escobedo and/or other aggrieved employees during rest periods.

As a result of LINKS's practices and policies, Ms. Escobedo and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Escobedo regularly had to forgo her rest periods due to the heavy workload, understaffing, and LINKS's failure to schedule rest periods for employees.

LINKS has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Escobedo and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, LINKS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Escobedo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. LINKS has not provided Ms. Escobedo and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized 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, LINKS has knowingly and intentionally provided Ms. Escobedo and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LINKS issued uniform wage statements to Ms. Escobedo 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 the corresponding number of hours worked at each hourly rate. Specifically, LINKS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because LINKS did not record the time Ms. Escobedo and other aggrieved employees spent working off-the-clock, LINKS did not list the correct amount of gross wages and net wages earned by Ms. Escobedo and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, LINKS failed to accurately list the total number of hours worked by Ms. Escobedo 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).

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 hours 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), LINKS willfully failed to maintain accurate payroll records for Ms. Escobedo 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, LINKS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Escobedo and other aggrieved employees, in violation of section 1198.

Because LINKS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Escobedo 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. Escobedo 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. Escobedo and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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, LINKS failed to pay Ms. Escobedo 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. Escobedo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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.

LINKS willfully failed to pay Ms. Escobedo and other aggrieved employees who are no longer employed by LINKS 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 LINKS's employ.

Ms. Escobedo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

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."

During the relevant time period, LINKS, on a company-wide basis, required Ms. Escobedo and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones and/or mobile data, to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Escobedo and other aggrieved employees used their personal mobile devices to communicate with LINKS's management regarding work-related matters, such as issues with residents. Although LINKS required Ms. Escobedo and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, LINKS failed to fully reimburse them for their costs incurred.

LINKS could have provided Ms. Escobedo and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices; or LINKS could have reimbursed employees for the costs of their mobile device usage. Instead, LINKS passed these operating costs onto Ms. Escobedo and other aggrieved employees. At all relevant times, Ms. Escobedo did not earn at least two (2) times the minimum wage.

Thus, LINKS 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. Escobedo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

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

Accordingly, Ms. Escobedo 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 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Escobedo acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against LINKS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

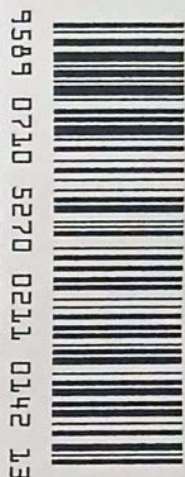
Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: SAN DIEGO BAY HOLDINGS, LLC (via U.S. Certified Mail); LINKS HEALTHCARE GROUP LLC (via U.S. Certified Mail); BETTER CARE, INCORPORATED (via U.S. Certified Mail); BRIDGEWATER BAY HOLDINGS LLC (via U.S. Certified Mail); BRISTOL BAY HOLDINGS LLC (via U.S. Certified Mail); CHESAPEAKE BAY HOLDINGS LLC (via U.S. Certified Mail); DANUBE RIVER HOLDINGS LLC (via U.S. Certified Mail); ENGLISH CHANNEL HOLDINGS, LLC (via U.S. Certified Mail); FLETCHER COVE HOLDINGS, LLC (via U.S. Certified Mail); GLACIER BAY HOLDINGS, LLC (via U.S. Certified Mail); HALF MOON BAY HOLDINGS, LLC (via U.S. Certified Mail); JACKSON RIVER HOLDINGS, LLC (via U.S. Certified Mail); KENAI RIVER HOLDINGS, LLC (via U.S. Certified Mail); LA JOLLA COVE HOLDINGS, LLC (via U.S. Certified Mail); MALIBU BEACH HOLDINGS, LLC (via U.S. Certified Mail); NEWPORT BEACH HOLDINGS LLC (via U.S. Certified Mail); QUEEN RIVER HOLDINGS LLC (via U.S. Certified Mail); UTAH LAKE HOLDINGS LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0142 13

San Diego Bay Holdings, LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

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.

San Diego Bay Holdings, LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127



9589 0710 5270 0211 0142 13

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0142 13

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

1. 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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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Certified Mail Fee

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

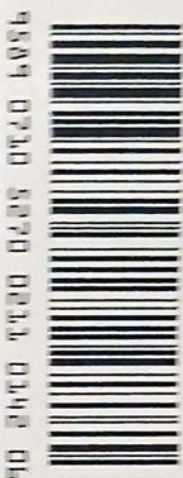
Escobedo v. San Diego

San Diego Bay Holdings, LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0142 13

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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



Links Healthcare Group LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Official Mail Form

Enter Recipient's Name, Address, and City, State, and Zip
✓ Recipient's Name (Printed)
✓ Recipient's Address (Printed)
✓ Recipient's City, State, and Zip (Printed)

Links Healthcare Group LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS Form 3800, January 2013 (PSN 7530-02-000-9053) 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.

Links Healthcare Group LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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| ☐ 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 | |

9590 9402 8803 4005 5725 34

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0142 06

Restricted Delivery

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

Domestic Return Receipt

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



9589 0710 5270 0211 0141 90

Better Care, Incorporated
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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.

Better Care, Incorporated
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5725 41

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

9589 0710 5270 0211 0141 90

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes ☐ No ☐

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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Official Mail Form

Extra Services & Fees (Place box, add fee): Escobedo v. San Diego

- ☐ Return Receipt (hardcopy)
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery

Better Care, Incorporated
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS

City

State

Zip

Post Office

County

Country

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

9589 0710 5270 0211 0141 83



Bridgewater Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Certified Mail Fee

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Extra Services & Fees (check box, add fee)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature

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Bridgewater Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

Escobedo v. San Diego

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature

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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.

1. Article Number (Transfer from service label)
9590 9402 8803 4005 5725 58

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0141 83

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ 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, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



9589 0710 5270 0211 0141 76

Bristol Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

Bristol Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery



9590 9402 8803 4005 5725 65

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0141 76

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

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Extra Services & Fees (Check box, add fee Escobedo v. San Diego)

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☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

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Post

Fee

Post

Fee

Post

Fee

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Fee

Bristol Bay Holdings LLC
16544 FRANZEN FARM RD
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PS Form 3800, January 2023 PSN 7530-02-000-5947 See Reverse for Instructions

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Los Angeles, CA. 90067



9589 0710 5270 0211 0141 69

Chesapeake Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

SENDER: COMPLETE THIS SECTION

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

Chesapeake Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5725 72

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0141 69

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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Certified Mail Fee

Extra Services & Fees (check box, add \$) Escobedo v. San Diego

- ☒ Return Receipt (hardcopy)
- ☐ Return Receipt (electronic)

Post

Chesapeake Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0141 69

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0211 0141 52

9589 0710 5270 0211 0141 52

Extra Services & Fees (price low, not tax)
Escobedo v. San Diego

☐ Return Receipt (electronic)

Danube River Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS Form 3800, January 2004 PSN 7500-02-000-9001 2004 Release under the President John F. Kennedy Library Act

- Complete items 1, 2, and 3.
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Danube River Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9590 9402 8803 4005 5725 89

2. Article Number (Transfer from service label) 0141 52

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

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

☐ 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	

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



9589 0710 5270 0211 0141 45

English Channel Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0141 45

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☐ Restricted Mail Restricted Delivery \$

Escobedo v. San Diego

English Channel Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

SENDER: COMPLETE THIS SECTION

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

English Channel Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery



9590 9402 8803 4005 5725 96

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0141 45

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

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0141 38

Fletcher Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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.

Fletcher Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5726 02

9589 0710 5270 0211 0141 38

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

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

B. Service Type

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

Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

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Extra Services & Fees (check box, add to
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

Certified Mail Fee

Escobedo v. San Diego

Fletcher Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



Glacier Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0141 21

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Extra Services & Fees (from box, visit www.usps.com)
Certified Mail Fee \$
Priority Mail Express (Priority Mail) \$
Return Receipt (hardcopy) \$
Insurance (declared value) \$

Escobedo v. San Diego

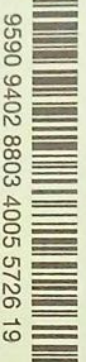
Glacier Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS Form 3800, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse
on that was non return the card to you

Glacier Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5726 19

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0141 21

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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
- ☐ 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, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0141 14

Half Moon Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0141 14

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)
☐ Premium Receipt (hardcopy) \$ Escobedo v. San Diego
☐ Return Receipt (electronic) \$

Postage

To

City

State

Zip

Country

Post Office

Post Office

Post Office

Post Office

Post Office

Post Office

Half Moon Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS Form 3800, January 2023 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.

Half Moon Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9589 0710 5270 0211 0141 14

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0141 14

Restricted Delivery

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No

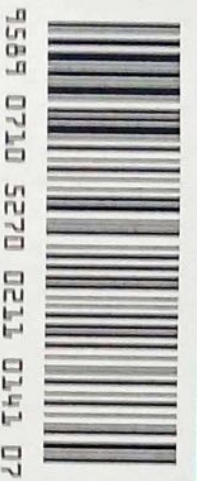
If YES, enter delivery address below:

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ 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, 1000
Los Angeles, CA 90067



9589 0710 5270 0211 0141 07

Jackson River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0141 07

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee

From Service & Fees (check box, add fee) Escobedo v. San Diego
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Other \$

Jackson River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

Only 1

PS Form 3800, January 2023 PSN 7530-02-000-9001 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.

Jackson River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- X
- Received by (Printed Name) C. Date of Delivery

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

Service Types

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery



9589 0710 5270 0211 0141 07

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0141 07

PS Form 3800, January 2023 PSN 7530-02-000-9001

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0140 91

Kenai River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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.

Kenai River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5726 40

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0140 91

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

2. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

Service Type

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

☐ 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

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

OFFICIAL USE

Certified Mail Fee

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Extra Services & Fees (check box, add fee) Escobedo v. San Diego

☒ Premium Receipt (hardcopy)

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☐ Return Receipt (electronic)

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9589 0710 5270 0211 0140 91

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0140 84

La Jolla Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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.

La Jolla Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5727 18

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0140 84

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

1. Received by (Printed Name)

C. Date of Delivery

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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add \$) Escobedo v. San Diego

☐ Return Receipt (hardcopy)

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City

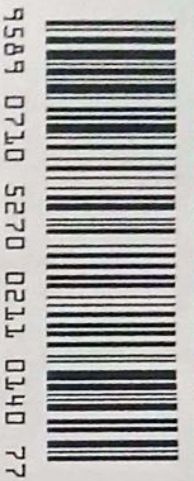
State

Zip

La Jolla Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0140 77

Malibu Beach Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0140 77

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee \$ _____

Extra Services & Fees (check box and fee):
☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery™ \$ _____

Escobedo v. San Diego

Malibu Beach Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS Form 3811, July 2020 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

Malibu Beach Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5727 25

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0140 77

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

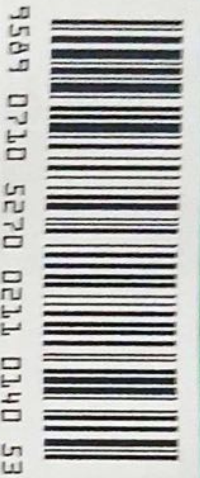
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0140 53

Newport Beach Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0140 53

U.S. Postal Service®
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OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (print box, add)
☒ Return Receipt (hardcopy) Escobedo v. San Diego
☐ Return Receipt (electronic)
☐ Insured
☐ Signature Confirmation
☐ Registered Mail™
☐ Priority Mail Express®
Postage \$
Total \$
Sent 7
Street
City, State ZIP+4®

Newport Beach Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS Form 3810, January 2003 PSN 7530-02-000-9001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

Newport Beach Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5727 49

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0140 53

Restricted Delivery

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0140 60

Queen River Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0140 60

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

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

OFFICIAL RECEIPT

Escobedo v. San Diego

Extra Services & Fees (check box, add fee)

Return Receipt (hardcopy) \$

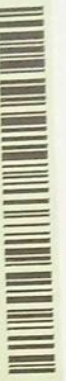
Queen River Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

City State Zip
City State Zip

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.

Queen River Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5727 56

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0140 60

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ X
Received by (Printed Name)

C. Date of Delivery

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

- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

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

CERTIFIED MAIL



9589 0710 5270 0211 0142 20

Utah Lake Holdings LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

Utah Lake Holdings LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
X

Received by (Printed Name)

- ☐ Agent
☐ Addressee

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



9590 9402 8803 4005 5727 63

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0142 20

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

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 | |

Restricted Delivery

Domestic Return Receipt

9589 0710 5270 0211 0142 20

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

OFFICIAL USE

Certified Mail Fee

Escobedo v. San Diego

- Extra Services & Fees (check box)
- ☒ Return Receipt (hardcopy)
 - ☐ Return Receipt (electronic)
 - ☐ Certified Mail Restricted Delivery (checkbox)

Postage

Total

Utah Lake Holdings LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

Sent 7

Street

City, S

PS Form 3811, January 2007 PSN 7530-02-000-9053

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **May 9, 2025**, I served the document described as **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Toby Tiflord
16544 Franzen Farm Road
San Diego, CA 92127

Agent for Defendants
SAN DIEGO BAY HOLDINGS, LLC
UTAH LAKE HOLDINGS LLC

Links Healthcare Group, LLC
16544 Franzen Farm RD
San Diego, CA 92127

Agent for Defendants
LINKS HEALTHCARE GROUP LLC
BETTER CARE, INCORPORATED
BRIDGEWATER BAY HOLDINGS LLC
BRISTOL BAY HOLDINGS LLC
CHESAPEAKE BAY HOLDINGS LLC
DANUBE RIVER HOLDINGS LLC
ENGLISH CHANNEL HOLDINGS, LLC
FLETCHER COVE HOLDINGS, LLC
GLACIER BAY HOLDINGS, LLC
HALF MOON BAY HOLDINGS, LLC
JACKSON RIVER HOLDINGS, LLC
KENAI RIVER HOLDINGS, LLC
LA JOLLA COVE HOLDINGS, LLC
MALIBU BEACH HOLDINGS, LLC
NEWPORT BEACH HOLDINGS LLC
QUEEN RIVER HOLDINGS LLC

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 9, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature