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San Luis Obispo Superior Court

By:


Gabrielle Medina, Deputy Clerk

Attorneys for Plaintiff,
UNICA CAMPOS on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

UNICA CAMPOS, an individual, on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

Garden Creek, L.P., a California limited
partnership, Westpac Investments, Inc., a
California corporation, Sydney Creek, L.P., a
California limited partnership, and DOES 1-50,
inclusive,

Defendants.

Case No.: 25CV-0474

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff UNICA CAMPOS brings this PAGA representative action complaint on behalf of
herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
alleges as follows:

NATURE OF THE ACTION

1. Plaintiff UNICA CAMPOS worked as an employee for Defendants GARDEN CREEK, L.P., WESTPAC INVESTMENTS, INC., SYDNEY CREEK, L.P., and Does 1-50 (collectively “Defendants”). Defendants operate retirement communities, memory care, and assisted living centers. Plaintiff UNICA CAMPOS is a former employee of Defendants, where she worked from approximately June 29, 2020 until July 22, 2024 as a Business Office Manager at two of Defendants’ facilities called The Villages of San Luis Obispo (assisted living at Garden Creek) and The Village at Sydney Creek (memory care). Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendants within one year of serving notice on the LWDA to the present are aggrieved employees.

2. Defendants failed to comply with California Labor Code requirements due to erroneous, willful and intentional employment practices and policies. Plaintiff brings this representative action on behalf of herself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of his claims pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

3. Defendants have had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination, (5) failing to permit compliant meal breaks; (6) failing to provide rest breaks; (7) failing to provide suitable resting facilities/ breakroom, and (8) failing to reimburse for required business expenses. Defendants are therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

1 **THE PARTIES**

2 4. Plaintiff UNICA CAMPOS is a resident of the State of California and is a former
3 employee of Defendants, where she worked for the past 4 years as a Business Office Manager at
4 two of Defendants' facilities called The Villages of San Luis Obispo (assisted living at Garden
5 Creek) and The Village at Sydney Creek (memory care).

6 5. Defendant Garden Creek, L.P. is a California limited partnership authorized to do
7 business and doing business in California with the capacity to sue and to be sued, and doing
8 business, in the county of San Luis Obispo, State of California.

9 6. Defendant Westpac Investments, Inc. is a California corporation authorized to do
10 business and doing business in California with the capacity to sue and to be sued, and doing
11 business, in the county of San Luis Obispo, State of California.

12 7. Defendant Sydney Creek, L.P. is a California limited partnership authorized to do
13 business and doing business in California with the capacity to sue and to be sued, and doing
14 business, in the county of San Luis Obispo, State of California.

15 8. Plaintiff is unaware of the true names, capacities, relationships, and extent of
16 participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is
17 informed and believes and thereon alleges that said Defendants are legally responsible for the
18 wrongful conduct alleged herein and therefore sues Defendants by such fictitious names, Plaintiff
19 will amend this complaint when their true names and capabilities are ascertained.

20 9. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
21 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
22 of the representative class, and exercised control over their wages, hours, and working conditions.
23 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
24 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
25 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
26 to the other Defendants.

1 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

2 (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
3 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

4 18. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporates said paragraphs herein by reference.

6 19. The Wage Orders define “hours worked” as “the time during which an employee is
7 subject to the control of an employer, and including all the time the employee is suffered or
8 permitted to work, whether or not required to do so.” Defendants have been engaged in many
9 unlawful employment practices which resulted in underpayment for hours worked each pay period,
10 including overtime hours worked, as more fully set forth below. Defendants have also failed to
11 pay the required minimum wage for all hours worked, and failed to pay overtime, sick pay,
12 premium wages, and vacation wages at the correct regular rate of pay.

13 20. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
14 off the clock and were routinely subjected to periods wherein they were under the Defendants’
15 control but not compensated for their time. Plaintiff was frequently contacted via phone call and
16 text message on her personal cell phone during her breaks, weekends, and off-the-clock hours
17 regarding work. For example, one of Plaintiff’s responsibilities was helping with payroll for which
18 she was often contacted while off the clock.

19 21. Work Performed During Unpaid Meal Periods. Defendants failed to permit Plaintiff
20 and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five
21 consecutive hours of work in violation of Labor Code §§226.7 and 512. Plaintiff missed several
22 meal breaks on days which she worked six or more hours. Further, Plaintiff and aggrieved
23 employees were not permitted to leave the premises during her meal breaks. When employees are
24 not permitted to leave the premises during meal periods, they remain under the Defendants’ control
25 and that time spent constitutes hours worked.

26 22. When employees earning minimum wage do not receive payment for all hours worked,
27 including off-the-clock and overtime hours worked, the result is that they are earning less than the
28 statutory minimum wages for all hours worked, in violation of Labor Code §1197.

1 23. Plaintiff and aggrieved employees have been employed under conditions prohibited by
2 the wage order, and thus Defendants have also violated §§1198 and 1199. Defendants are liable
3 for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

4 **Failure to Pay All Wages Owed Twice Per Month**

5 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

6 24. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporates said paragraphs herein by reference.

8 25. Defendants were required to pay Plaintiff and aggrieved employees all wages earned
9 twice during each calendar month pursuant to Labor Code §204(a).

10 26. Defendants failed to pay all wages earned to employees as a result of the unlawful
11 employment policies and practices discussed herein. As a result of these practices, employees were
12 underpaid for hours worked, including overtime and penalty wages, and this underpayment
13 resulted in a failure to pay all wages owed twice per month.

14 27. Due to these failures, Defendants are liable under Labor Code §204, 210 and 2698 *et*
15 *seq.* for failure to pay wages as required by law.

16 **Failure to Pay Minimum Wage**

17 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

18 28. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
19 incorporates said paragraphs herein by reference.

20 29. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
21 to suffer or permit a California employee to work without paying wages at the proper minimum
22 wage for all time worked as required by the applicable IWC Wage Order.

23 30. Defendants failed to pay Plaintiff and aggrieved employees for all hours worked as a
24 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
25 herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage,
26 Defendants' failure to pay for all hours worked, including overtime, resulted in a payment of less
27 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
28

1 the Wage Orders. Defendants are liable for civil penalties pursuant to Labor Code §§558 and 2699
2 *et seq.*

3 **Failure to Pay Wages Due Upon Termination**

4 (Cal. Lab. Code §§ 201, 202, 203, 227.3, 2698 *et seq.*)

5 31. An employee who is discharged must be paid all of his or her wages, including accrued
6 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
7 forth above, Defendants knowingly and willfully failed to pay all compensation due and owing to
8 Plaintiff at the time employment terminated. Defendants willfully failed to pay employees who are
9 no longer employed by it all compensation due upon termination of employment as required by
10 Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to
11 recover up to thirty (30) days pay Page 4 as waiting time under the terms of §203. Moreover,
12 Defendants are liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

13 **Failure to Permit Compliant Meal Periods**

14 (Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

15 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
16 incorporates said paragraphs herein by reference.

17 33. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
18 period of more than five hours per day without providing the employee with a meal period of not
19 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
20 to work during any meal... period mandated by an applicable order of the Industrial Welfare
21 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
22 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
23 duty’ meal period and counted as time worked.”

24 34. Defendants failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
25 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
26 §§226.7 and 512. Defendants failed to pay all penalty pay to Plaintiff or aggrieved employees for
27 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
28 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor

Code §226(a). As a result of these violations, Defendants are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

35. Plaintiff and her coworkers missed several meal breaks on days which she worked six or more hours. When meal periods were provided, they were often interrupted by calls and texts for work-related questions during her break. Plaintiff and aggrieved employees were also required to remain on the premises during meal periods, so they were never relieved of all duty.

36. Failing to Allow Employees to Leave Premises. “Employers must afford employees uninterrupted half-hour periods in which they are relieved of any duty or employer control and are free to come and go as they please.” (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.) In this case, Defendants did not allow Plaintiff and other hourly, nonexempt employees to leave the premises during her meal periods.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders)

37. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

38. Defendants failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

39. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein

1 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
2 rest area and cannot include time it takes to get to and from the rest area). The employer must show
3 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
4 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
5 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
6 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
7 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

8 40. Plaintiff missed all of her rest breaks and was never permitted to take a rest break while
9 working for Defendants. Plaintiff also observed other hourly, nonexempt employees missing rest
10 breaks due to the press of work.

11 41. Defendants did not authorize or permit all of its hourly employees to take at least a ten
12 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
13 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
14 were missed Defendants failed to pay the 1-hour penalty, as required. Because Defendants violated
15 the Wage Order, Defendants are liable under Labor Code §1198. As a result of these violations,
16 Defendants are liable for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

17 **Failure to Provide Suitable Resting Facilities/Breakroom**

18 (Cal. Labor Code §§226.7, 1198, 2698 *et seq.*)

19 42. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
20 incorporates said paragraphs herein by reference.

21 43. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
22 suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities
23 shall be provided in an area separate from the toilet rooms and shall be available to employees
24 during work hours.”

25 44. Defendants’ locations/facilities are generally similar in layout and design, and there
26 was, and continue to be, space that allows for a resting facility that employees may use to cease
27 work and recover during meal or rest periods. Defendants could have provided employees with a
28 resting facility within the facilities/locations with reasonable or no modification, but instead

1 denied, and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result,
2 employees were forced to adjust to areas not conducive to resting, including but not limited to
3 leaning up against the wall, or search for facilities outside of Defendants' premises which are not
4 designated or reserved for rest, such as their personal vehicles.

5 45. Defendants did not provide employees with suitable resting facilities during their hours
6 of work, particularly during meal and/or rest periods. Defendants' failure to provide suitable
7 resting facilities to aggrieved employees violated and continues to violate the applicable Wage
8 Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

9 **Failure to Reimburse for Required Business Expenses**

10 (Cal. Labor Code § 1198, 2802, 2698 et seq.)

11 46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporates said paragraphs herein by reference.

13 47. Labor Code §2802 requires employers to indemnify employees for necessary
14 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
15 Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

16 48. Plaintiff and aggrieved employees are required to use their personal cell phones for
17 work related communications, although Defendants did not reimburse them in any way for the
18 expense of their personal cell phone use as required by the Labor Code.

19 49. Plaintiff and her coworkers would frequently drive between facilities while on the
20 clock, but were never paid for mileage. Further, Defendants insisted that Plaintiff alter her work
21 attire and incorporate clothing with the Defendants' logo. However, Defendants refused to provide
22 Plaintiff with such items or a uniform. As such, Plaintiff and aggrieved employees were forced to
23 pay \$65 out of pocket for a jacket with the Defendants' logo on it. Defendants also required
24 employees to wear specific footwear without compensating them for the expense.

25 50. Finally, Defendants have violated Labor Code §432.5 for forcing Plaintiff and
26 aggrieved employees to sign employment related contracts and documents that contained unlawful
27 terms of employment.
28

1 **FIRST CAUSE OF ACTION**

2 **Against Defendants for Violation of the Private Attorneys General Act (“PAGA”)**

3 **(California Labor Code §2698 *et seq.*)**

4 51. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporates said paragraphs herein by reference.

6 52. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendants
7 during the applicable statutory period and suffered one or more of the Labor Code violations set
8 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
9 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
10 attorneys’ fees and costs.

11 53. Plaintiff seeks to recover the PAGA civil penalties through a representative action
12 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
13 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

14 54. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
15 Code provisions:

- 16 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
17 Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
18 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);
- 19 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
20 2698 *et seq.*);
- 21 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
22 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 23 d. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203,
24 227.3 and 2698 *et seq.*);
- 25 e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512,
26 558, 1198, 2698 *et seq.*, Wage Order);
- 27 f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
28 2698 *et seq.*, Wage Orders);

1 g. Failure to Provide Suitable Resting Facilities/ Breakroom (Cal. Labor Code
2 §§226.7, 1198, 2698 *et seq.*);

3 h. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198,
4 2802, 2698 *et seq.*)

5 55. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
6 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
7 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
8 employee for each subsequent violation of Labor Code §226(a).

9 56. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
10 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
11 for each underpaid employee for each pay period for which the employee was underpaid, and one
12 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
13 for which the employee was underpaid.

14 57. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
15 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
16 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
17 a civil penalty is not specifically provided.

18 58. Plaintiff and the other current and former employees of Defendants are aggrieved
19 employees. They were or are employed by Defendant, and each of them, and the violations alleged
20 herein were committed against them. Plaintiff brings this action on behalf of herself and all other
21 current and former aggrieved employees.

22 59. At the time of each violation, Defendants employed one or more employees.

23 60. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
24 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
25 determined at trial, pre-judgment interest, costs and attorneys' fees.

26 61. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
27 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
28 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,

1 Plaintiff through counsel notified the LWDA and Defendants of the specific Labor Code
2 provisions that Defendants have violated. The LWDA did not respond to Plaintiff's Notice within
3 the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to
4 Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of
5 aggrieved employees and the State of California.

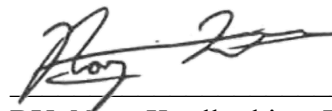
6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
8 judgement against Defendants as follows:

- 9 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
10 determined at trial, but at least the jurisdictional amount of this Court;
- 11 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
12 and/or other applicable law;
- 13 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
14 law;
- 15 4. Pre-judgement and post-judgement interest as provided by law; and
- 16 5. Such other and further relief that the Court may deem just and proper.

17
18 DATED: July 17, 2025

KOUL LAW FIRM, APC

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22 BY: Nazo Koulloukian, Esq.
23 Attorneys for Plaintiff UNICA CAMPOS, and all
24 aggrieved employees
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