

**ELECTRONICALLY FILED**

Superior Court of California,  
County of Kern

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF KERN**

ALEX ALVARADO, on behalf of aggrieved  
employees pursuant to the Private Attorneys  
General Act ("PAGA");

Plaintiff,

v.

DISCOVERY XT EMPLOYER LLC, a  
Texas limited liability company; and DOES 1  
through 100, inclusive;

Defendants.

Case No.: BCV-25-102585

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code § 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff ALEX ALVARADO (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Kern. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of Kern. Defendants employed Plaintiff within the State of California, County of Kern.

**PARTIES**

5. Plaintiff is an individual residing in the State of California, County of Kern.

6. Defendant DISCOVERY XT EMPLOYER LLC, at all times herein mentioned, are licensed to do business and actually doing business in the State of California, including the County of Kern, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Kern.

7. At all relevant times, Defendant DISCOVERY XT EMPLOYER LLC was the “employer” of Plaintiff within the meaning of all applicable laws and statutes.

1           8.       At all times herein relevant, Defendant DISCOVERY XT EMPLOYER LLC  
2 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint  
3 employers, representatives, servants, employees, successors-in-interest, co-conspirators and  
4 assigns, each of the other, and at all times relevant hereto were acting within the course and  
5 scope of their authority as such agents, partners, joint venturers, joint employers,  
6 representatives, servants, employees, successors, co-conspirators and assigns, and all acts or  
7 omissions alleged herein were duly committed with the ratification, knowledge, permission,  
8 encouragement, authorization, and consent of each defendant designated herein.

9           9.       The true names and capacities, whether corporate, associate, individual or  
10 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues  
11 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
12 information and belief alleges, that each of the Defendants designated as a DOE is legally  
13 responsible for the events and happenings referred to in this Complaint, and unlawfully  
14 caused the injuries and damages to Plaintiff and the other class members as alleged in this  
15 Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names  
16 and capacities when the same have been ascertained.

17           10.      Defendant DISCOVERY XT EMPLOYER LLC and DOES 1 through 100 will  
18 hereinafter collectively be referred to as "Defendants."

19           11.      Plaintiff further alleges that Defendants directly or indirectly controlled or  
20 affected the working conditions, wages, working hours, and conditions of employment of  
21 Plaintiff and the other class members so as to make each of said Defendants employers and  
22 employers liable under the statutory provisions set forth herein.

23                           **CLASS ACTION ALLEGATIONS**

24           12.      Plaintiff brings this action on his own behalf and on behalf of all other  
25 members of the general public similarly situated, and, thus, seeks class certification under  
26 Code of Civil Procedure section 382.

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1           13.    The proposed class is defined as follows:

2                   All current and former hourly-paid or non-exempt employees of Defendant  
3                   within the State of California at any time during the period from April 21,  
4                   2024, through July 27, 2026.

5           14.    Plaintiff reserves the right to establish subclasses as appropriate.

6           15.    The class is ascertainable and there is a well-defined community of interest in  
7 the litigation:

8                   a.    Numerosity: The class members are so numerous that joinder of all  
9                   class members is impracticable. The membership of the entire class is  
10                  unknown to Plaintiff at this time. However, the class is estimated to be  
11                  greater than two hundred (200) individuals and the identity of such  
12                  membership is readily ascertainable by inspection of Defendants'  
13                  employment records.

14                  b.    Typicality: Plaintiff's claims are typical of all other class members'  
15                  claims as demonstrated herein. Plaintiff will fairly and adequately  
16                  protect the interests of the other class members with whom he has a  
17                  well-defined community of interest.

18                  c.    Adequacy: Plaintiff will fairly and adequately protect the interests of  
19                  each class member, with whom he has a well-defined community of  
20                  interest and typicality of claims, as demonstrated herein. Plaintiff has no  
21                  interest that is antagonistic to the other class members. Plaintiff's  
22                  attorneys, the proposed class counsel, are versed in the rules governing  
23                  class action discovery, certification, and settlement. Plaintiff has  
24                  incurred, and during the pendency of this action will continue to incur,  
25                  costs and attorneys' fees, that have been, are, and will be necessarily  
26                  expended for the prosecution of this action for the substantial benefit of  
27                  each class member.

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1 d. Superiority: A class action is superior to other available methods for the  
2 fair and efficient adjudication of this litigation because individual  
3 joinder of all class members is impractical.

4 e. Public Policy Considerations: Certification of this lawsuit as a class  
5 action will advance public policy objectives. Employers of this great  
6 state violate employment and labor laws every day. Current employees  
7 are often afraid to assert their rights out of fear of direct or indirect  
8 retaliation. However, class actions provide the class members who are  
9 not named in the complaint anonymity that allows for the vindication of  
10 their rights.

11 16. There are common questions of law and fact as to the class members that  
12 predominate over questions affecting only individual members. The following common  
13 questions of law or fact, among others, exist as to the members of the class:

14 a. Whether Defendants' failure to pay wages, without abatement or  
15 reduction, in accordance with the Labor Code, was willful;

16 b. Whether Defendants failed to pay their hourly-paid or non-exempt  
17 employees within the State of California for all hours worked, missed  
18 meal periods and rest breaks in violation of the law;

19 c. Whether Defendants required Plaintiff and the other class members to  
20 work over eight (8) hours per day and/or over forty (40) hours per week  
21 and failed to pay the legally required overtime compensation to Plaintiff  
22 and the other class members;

23 d. Whether Defendants properly calculated the regular rate for Plaintiff  
24 and the other class members to worked overtime and earned incentive  
25 pay and sick leave pay;

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- 1 e. Whether Defendants deprived Plaintiff and the other class members of  
2 meal and/or rest periods or required Plaintiff and the other class  
3 members to work during meal and/or rest periods without  
4 compensation;
- 5 f. Whether Defendants failed to pay minimum wages to Plaintiff and the  
6 other class members for all hours worked;
- 7 g. Whether Defendants failed to pay all wages due to Plaintiff and the  
8 other class members within the required time upon their discharge or  
9 resignation;
- 10 h. Whether Defendants failed to timely pay all wages due to Plaintiff and  
11 the other class members during their employment;
- 12 i. Whether Defendants complied with wage reporting as required by the  
13 Labor Code, including, inter alia, section 226;
- 14 j. Whether Defendants failed to reimburse Plaintiff and the other class  
15 members for necessary business-related expenses and costs;
- 16 k. Whether Defendants' conduct was willful or reckless;
- 17 l. Whether Defendants engaged in unfair business practices in violation of  
18 Business & Professions Code section 17200, *et seq.*;
- 19 m. The appropriate amount of damages, restitution, and/or monetary  
20 penalties resulting from Defendants' violation of the law; and
- 21 n. Whether Plaintiff and the other class members are entitled to  
22 compensatory damages pursuant to the Labor Code.

23 **GENERAL ALLEGATIONS**

24 17. During the relevant time period set forth herein, Defendants employed Plaintiff  
25 and other persons as hourly-paid or non-exempt employees within the State of California.

26 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-  
27 exempt employee during the relevant time period in the State of California, County of Kern.

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1           19. Defendants had the authority to hire and terminate Plaintiff and the other class  
2 members; to set work rules and conditions governing Plaintiff's and other class members'  
3 employment; and to supervise their daily employment activities.

4           20. Defendants exercised sufficient authority over the terms and conditions of  
5 Plaintiff and other class members' employment for them to be joint employers of Plaintiff and  
6 the other class members.

7           21. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
8 class members.

9           22. Defendants continue to employ hourly-paid or non-exempt employees within  
10 the State of California.

11           23. Plaintiff and the other class members worked over eight (8) hours in a day,  
12 and/or forty (40) hours in a week during their employment with Defendants.

13           24. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
14 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or  
15 non-exempt employees within the State of California. This scheme involved, inter alia, failing  
16 to pay them for all hours worked, sick leave, missed meal periods, and missed rest breaks in  
17 violation of the law.

18           25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and the other class members were entitled to receive  
20 certain wages for overtime compensation and that Plaintiff and the other class members were  
21 not receiving wages for overtime compensation.

22           26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
23 failed to provide Plaintiff and the other class members the required rest and meal periods  
24 during the relevant time period as required under the Industrial Welfare Commission Wage  
25 Orders and thus they are entitled to any and all applicable penalties.

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1           27.     Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and the other class members were entitled to receive  
3 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's  
4 and the other class members' regular rate of pay when a meal period was missed, late or  
5 interrupted, and that Plaintiff and the other class members did not receive all timely and  
6 proper meal periods or payment of one additional hour of pay at their regular rate of pay when  
7 a meal period was missed.

8           28.     Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that Plaintiff and other class members were entitled to receive all  
10 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff  
11 and the other class members' regular rate of pay when a rest period was missed, late or  
12 interrupted, and that Plaintiff and the other class members did not receive all rest periods or  
13 payment of one additional hour of pay at their regular rate of pay when a rest period was  
14 missed.

15           29.     Plaintiff is informed and believes, and based thereon alleges, that Defendants  
16 knew or should have known that Plaintiff and the other class members were entitled to receive  
17 at least minimum wages for compensation and that Plaintiff and the other class members were  
18 not receiving at least minimum wages for all hours worked.

19           30.     Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 knew or should have known that Plaintiff and the other class members were entitled to receive  
21 the wages owed to them upon discharge or resignation, including overtime and minimum  
22 wages and meal and rest period premiums, and that Plaintiff and the other class members did  
23 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

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1           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and the other class members were entitled to receive  
3 complete and accurate wage statements in accordance with the law, but, in fact, Plaintiff and  
4 the other class members did not receive complete and accurate wage statements from  
5 Defendants. The deficiencies included, inter alia, the failure to include the total number of  
6 hours worked by Plaintiff and the other class members.

7           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 knew or should have known that Plaintiff and the other class members were entitled to  
9 reimbursement for necessary business-related expenses.

10          33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that Defendants had to keep complete and accurate payroll  
12 records for Plaintiff and the other class members in accordance with the law, but, in fact, did  
13 not keep complete and accurate payroll records for Plaintiff and the other class members.

14          34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 knew or should have known that they had a duty to compensate Plaintiff and the other class  
16 members pursuant to the law, and that Defendants had the financial ability to pay such  
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
18 represented to Plaintiff and the other class members that they were properly denied wages, all  
19 in order to increase Defendants' profits.

20          35. During the relevant time period set forth herein, Defendants failed to pay  
21 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and  
22 other class members were required to work more than eight (8) hours per day and/or forty (40)  
23 hours per week without overtime compensation.

24          36. During the relevant time period set forth herein, Defendants failed to properly  
25 calculate and pay sick leave to Plaintiff and the other class members.

26          37. During the relevant time period set forth herein, Defendants failed to provide  
27 the requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class  
28 members.

38. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

39. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the wages owed to them upon discharge or resignation.

40. During the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

41. During the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

42. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to the law in order to increase Defendants' profits.

43. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

### **FIRST CAUSE OF ACTION**

#### **(Violation of California Labor Code §§ 510 and 1198)**

#### **(Against DISCOVERY XT EMPLOYER LLC and DOES 1 through 100)**

44. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 43, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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1           46. The applicable IWC Wage Order provides that Defendants are and were  
2 required to pay Plaintiff and the other class members employed by Defendants, who work(ed)  
3 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of  
4 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty  
5 (40) hours in a workweek.

6           47. The applicable IWC Wage Order further provides that Defendants are and were  
7 required to pay Plaintiff and the other class members overtime compensation at a rate of two  
8 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

9           48. Labor Code section 510 codifies the right to overtime compensation at one-  
10 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a  
11 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of  
12 work, and overtime compensation at twice the regular hourly rate for hours worked in excess  
13 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of  
14 work.

15           49. During the relevant time period set forth herein, Plaintiff and the other class  
16 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a  
17 week.

18           50. During the relevant time period set forth herein, Defendants intentionally and  
19 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

20           51. Defendants' failure to pay Plaintiff and the other class members the unpaid  
21 balance of overtime compensation, as required by the laws, violates the provisions of Labor  
22 Code sections 510 and 1198, and is therefore unlawful.

23           52. Pursuant to Labor Code section 1194, Plaintiff and the other class members are  
24 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'  
25 fees.

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1           58. During the relevant time period set forth herein, Plaintiff and the other class  
2 members who were scheduled to work for a period of time no longer than six (6) hours, and  
3 who did not waive their legally-mandated meal periods by mutual consent, were required to  
4 work for periods longer than five (5) hours without an uninterrupted meal period of not less  
5 than thirty (30) minutes and/or without a rest period.

6           59. During the relevant time period set forth herein, Plaintiff and the other class  
7 members who were scheduled to work for a period of time no longer than twelve (12) hours,  
8 and who did not waive their legally-mandated meal periods by mutual consent, were required  
9 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less  
10 than thirty (30) minutes and/or without a rest period.

11           60. During the relevant time period set forth herein, Plaintiff and the other class  
12 members who were scheduled to work for a period of time in excess of six (6) hours were  
13 required to work for periods longer than five (5) hours without an uninterrupted meal period  
14 of not less than thirty (30) minutes and/or without a rest period.

15           61. During the relevant time period set forth herein, Plaintiff and the other class  
16 members who were scheduled to work for a period of time in excess of twelve (12) hours  
17 were required to work for periods longer than ten (10) hours without an uninterrupted meal  
18 period of not less than thirty (30) minutes and/or without a rest period.

19           62. During the relevant time period set forth herein, Defendants intentionally and  
20 willfully required Plaintiff and the other class members to work during meal periods and  
21 failed to compensate Plaintiff and the other class members the full meal period premium for  
22 work performed during meal periods.

23           63. During the relevant time period set forth herein, Defendants failed to pay  
24 Plaintiff and the other class members the full meal period premium due pursuant to Labor  
25 Code section 226.7.

26           64. Defendants' conduct violates applicable IWC Wage Order and Labor Code  
27 sections 226.7 and 512(a).

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65. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

**THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against DISCOVERY XT EMPLOYER LLC and DOES 1 through 100)**

66. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

67. During the relevant time period set forth herein, the applicable IWC Wage Order and Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

68. During the relevant time period set forth herein, 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 IWC.

69. During the relevant time period set forth herein, 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.

70. During the relevant time period set forth herein, Defendants required Plaintiff and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

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71. During the relevant time period set forth herein, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

72. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to Labor Code section 226.7.

73. Defendants' conduct violates applicable IWC Wage Orders and Labor Code section 226.7.

74. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

#### FOURTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 1194 and 1197)**

**(Against DISCOVERY XT EMPLOYER LLC and DOES 1 through 100)**

75. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 74 and each and every part thereof with the same force and effect as though fully set forth herein.

76. During the relevant time period set forth herein, Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

77. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and the other class members as required, pursuant to Labor Code sections 1194 and 1197.

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78. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

79. Pursuant to Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

## **FIFTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 201 and 202)**

**(Against DISCOVERY XT EMPLOYER LLC and DOES 1 through 100)**

80. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 79, and each and every part thereof with the same force and effect as though fully set forth herein.

81. During the relevant time period set forth herein, 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 if an employee quits 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' 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.

82. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

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83. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

84. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

85. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

## **SIXTH CAUSE OF ACTION**

**(Violation of California Labor Code § 226(a))**

**(Against DISCOVERY XT EMPLOYER LLC and DOES 1 through 100)**

86. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 85, and each and every part thereof with the same force and effect as though fully set forth herein.

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1           87. During the relevant time period set forth herein, Labor Code section 226(a)  
2 provides that every employer shall furnish each of his or her employees an accurate itemized  
3 statement in writing showing: (a) gross wages earned, (b) total hours worked by the employee,  
4 (c) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
5 on a piece-rate basis, (d) all deductions, provided that all deductions made on written orders  
6 of the employee may be aggregated and shown as one item, (e) net wages earned, (f) the  
7 inclusive dates of the period for which the employee is paid, (g) the name of the employee and  
8 his or her social security number, (h) the name and address of the legal entity that is the  
9 employer, and (i) all applicable hourly rates in effect during the pay period and the  
10 corresponding number of hours worked at each hourly rate by the employee. The deductions  
11 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
12 showing the month, day, and year, and a copy of the statement or a record of the deductions  
13 shall be kept on file by the employer for at least three years at the place of employment or at a  
14 central location within the State of California.

15           88. Defendants have intentionally and willfully failed to provide Plaintiff and the  
16 other class members with complete and accurate wage statements. The deficiencies include,  
17 but are not limited to, the failure to include the total number of hours worked by Plaintiff and  
18 other class members.

19           89. As a result of Defendants' violation of Labor Code section 226(a), Plaintiff and  
20 the other class members have suffered injury and damage to their statutorily protected rights.

21           90. Plaintiff and the other class members have been injured by Defendants'  
22 intentional and willful violation of Labor Code section 226(a) because they were denied both  
23 their legal right to receive, and their protected interest in receiving, accurate and itemized  
24 wage statements pursuant to Labor Code section 226(a).

25           91. Plaintiff and the other class members are entitled to recover from Defendants  
26 the greater of their actual damages caused by Defendants' failure to comply with Labor Code  
27 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

28     ///

1           92. Plaintiff and the other class members are also entitled to injunctive relief to  
2 ensure compliance with this section, pursuant to Labor Code section 226(g).

3                                   **SEVENTH CAUSE OF ACTION**

4                           **(Violation of California Labor Code §§ 2800 and 2802)**

5           **(Against DISCOVERY XT EMPLOYER LLC and DOES 1 through 100)**

6           93. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
7 through 92, and each and every part thereof with the same force and effect as though fully set  
8 forth herein.

9           94. Pursuant to Labor Code sections 2800 and 2802, an employer must reimburse its  
10 employee for all necessary expenditures incurred by the employee in direct consequence of the  
11 discharge of his or her job duties or in direct consequence of his or her obedience to the  
12 directions of the employer.

13           95. Defendants have intentionally and willfully failed to reimburse Plaintiff and the  
14 other class members for all necessary business-related expenses and costs. Plaintiff and the  
15 other class members are entitled to recover from Defendants their business-related expenses and  
16 costs incurred during the course and scope of their employment, plus interest accrued from the  
17 date on which the employee incurred the necessary expenditures at the same rate as judgments  
18 in civil actions in the State of California.

19                                   **EIGHTH CAUSE OF ACTION**

20                           **(Violation of California Labor Code § 2698, *et seq.*)**

21           **(Against DISCOVERY XT EMPLOYER LLC and DOES 1 through 100)**

22           96. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
23 through 95, and each and every part thereof with the same force and effect as though fully set  
24 forth herein.

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1           97.     The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes  
2 that any provision of the Labor Code which provides for a civil penalty to be assessed and  
3 collected by the California Labor and Workforce Development Agency (“LWDA”), or any of  
4 its departments, divisions, commissions, boards, agencies, or employees for a violation of the  
5 Labor Code, may be recovered through a civil action brought by an aggrieved employee on  
6 behalf of himself or herself, and other current or former employees.

7           98.     On April 21, 2025, Plaintiff provided written notice to the LWDA and  
8 Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated  
9 and the theories supporting the contentions. Attached hereto as **Exhibit 1** and incorporated by  
10 reference is a copy of the written notice to the LWDA. Plaintiff believes that on or about June  
11 25, 2025, the sixty-five (65) days’ notice period expired as to the LWDA and Defendant, and  
12 the LWDA did not take any action to investigate or prosecute this matter.

13           99.     On May 15, 2026, Plaintiff provided amended written notice to the LWDA and  
14 Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated  
15 and the theories supporting the contentions. Attached hereto as **Exhibit 2** and incorporated by  
16 reference is a copy of the written notice to the LWDA. Plaintiff believes that on or about July  
17 20, 2026, the sixty-five (65) days’ notice period will expire as to the LWDA and Defendant,  
18 and the LWDA will not take any action to investigate or prosecute this matter. Thus, Plaintiff  
19 exhausted his administrative remedies.

20           100.    Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved  
21 employees” as defined by Labor Code section 2699(c) in that they are all current and former  
22 hourly-paid or non-exempt employees of Defendants within the State of California at any time  
23 during the period from May 10, 2024, through July 27, 2026, and one or more of the alleged  
24 violations was committed against them.

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1                   **Failure to Pay Minimum and Overtime Wages**

2           101. At all times relevant herein, Defendants were required to compensate their non-  
3 exempt employees minimum wages for all hours worked and overtime wages for all hours  
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the  
5 mandate of Labor Code sections 510, 1194, 1197, and 1198.

6           102. As a policy and practice, Defendants failed to compensate Plaintiff and the  
7 other aggrieved current and former employees for all hours worked, resulting in a failure to  
8 pay all minimum wages and overtime wages, where applicable.

9                   **Failure to Provide Meal Periods and Rest Breaks**

10          103. In accordance with the mandates of Labor Code sections 226.7 and 512,  
11 Defendants were required to authorize and permit their non-exempt employees to take a 10-  
12 minute rest break for every four (4) hours worked or major fraction thereof and were further  
13 required to provide their non-exempt employees with a 30-minute meal period for every five  
14 (5) hours worked.

15          104. As a policy and practice, Defendants failed to provide Plaintiff and the other  
16 aggrieved current and former employees with legally mandated meal periods and rest breaks  
17 and failed to pay proper compensation for this failure.

18                   **Failure to Timely Pay Wages During Employment**

19          105. At all times relevant herein, Defendants were required to pay their employees  
20 within a specified time period pursuant to the mandate of Labor Code section 204.

21          106. As a policy and practice, Defendants failed to pay Plaintiff and the other  
22 aggrieved current and former employees all wages due and owing them within the required  
23 time period.

24                   **Failure to Timely Pay Wages Upon Termination**

25          107. At all times relevant herein, Defendants were required to pay their employees  
26 all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections  
27 201 to 204.

28    ///

1           108. As a result of Defendants' Labor Code violations alleged above, Defendants  
2 failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to  
3 Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor  
4 Code section 203.

5                   **Failure to Provide Complete and Accurate Wage Statements**

6           109. At all times relevant herein, Defendants were required to keep accurate records  
7 regarding their California employees pursuant to the mandate of Labor Code sections 226,  
8 1174, and 1776.

9           110. As a result of Defendants' various Labor Code violations, Defendants failed to  
10 keep accurate records regarding Plaintiff and the other aggrieved current and former  
11 employees. For example, Defendants failed in their affirmative obligation to keep accurate  
12 records regarding Plaintiff and the other aggrieved current and former employees' gross  
13 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly  
14 rates and the number of hours worked at each hourly rate.

15                   **Failure to Provide and Properly Pay Paid Sick Days**

16           111. At all times relevant herein, Defendants were required to provide their  
17 employees with paid sick days at their regular rate of pay pursuant to Labor Code section 246,  
18 *et seq.*

19           112. As a policy and practice, Defendants failed to provide Plaintiff and other  
20 aggrieved current and former employees with paid sick days at the proper rate of pay pursuant  
21 to Labor Code section 246, *et seq.*

22                   **Failure to Reimburse Business Expenses**

23           113. At all times relevant herein, Defendants were required to reimburse its  
24 employees for any and all necessary expenditures or losses incurred by the employees in  
25 direct consequences of the discharge or his or her duties pursuant to the mandate of Labor  
26 Code sections 2800 and 2802.

27           ///

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1           114. As a policy and practice, Defendants failed to reimburse Plaintiff and the other  
2 aggrieved current and former employees for all business expenses incurred and owing them  
3 within the required time period.

4                   **Retaliating, Discriminating, or Taking Adverse Action Against Employees**

5           115. At all times relevant herein, Defendants were required not to take retaliatory,  
6 discriminatory, or adverse actions against employees for exercising their legal rights as set  
7 forth in Labor Code section 98.6.

8           116. As a policy and practice, Defendants took retaliatory, discriminatory, or  
9 adverse actions against Plaintiff and the other aggrieved current and former employees for  
10 attempting to exercise their legal rights (*e.g.*, reporting wage theft, unsafe working  
11 conditions).

12                   **Paying Lower Wages While Appearing to Pay Higher Wages**

13           117. At all times relevant herein, Defendants were prohibited from secretly paying  
14 employees lower wages while appearing to pay employees higher rates that are mandated by a  
15 statute or contract pursuant to Labor Code section 223.

16           118. As a policy and practice, Defendants secretly paid Plaintiff and the other  
17 aggrieved current and former employees lower wages while appearing to pay them higher  
18 rates that are mandated by a statute or contract.

19                   **Paying All Vested Vacation Time**

20           119. At all times relevant herein, Defendants are required to pay out all vested  
21 vacation time as wages to the employees upon the employees' termination at the employees'  
22 final rate of pay pursuant to Labor Code section 227.3.

23           120. As a policy or practice, Defendants failed to pay out all vested vacation time as  
24 wages to Plaintiff and the other aggrieved current and former employees as their final rate of  
25 pay.

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1                   **Written Injury Prevention Program and Written Workplace Violence**  
2                   **Prevention Plan**

3           121.   At all times relevant herein, Defendants were required to establish, implement,  
4 and maintain an effective written injury prevention program and maintain records of the steps  
5 taken to implement and maintain their required injury prevention program pursuant to Labor  
6 Code sections 6401.7 and 6401.7(d). Afterwards, Defendant were required to implement an  
7 effective written workplace violence prevention plan pursuant to Labor Code section 6401.9.

8           122.   As a policy and practice, Defendants failed to establish, implement, and  
9 maintain an effective written injury prevention program and maintain records of the steps  
10 taken to implement and maintain their required injury prevention program. Defendants also  
11 failed to implement an effective written workplace violence prevention plan.

12                   **Penalties**

13           123.   Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of  
14 the other current and former aggrieved employees, requests and is entitled to recover from  
15 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but  
16 not limited to:

- 17                   a.     Penalties under Labor Code section 2699 in the amount of a hundred  
18                         dollars (\$100) for each aggrieved employee per pay period for the initial  
19                         violation, and two hundred dollars (\$200) for each aggrieved employee  
20                         per pay period for each subsequent violation;
- 21                   b.     Penalties under Code of Regulations Title 8 section 11040 in the  
22                         amount of fifty dollars (\$50) for each aggrieved employee per pay  
23                         period for the initial violation, and one hundred dollars (\$100) for each  
24                         aggrieved employee per pay period for each subsequent violation;

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- 1 c. Penalties under Labor Code section 210 in addition to, and entirely  
2 independent and apart from, any other penalty provided in the Labor  
3 Code in the amount of a hundred dollars (\$100) for each aggrieved  
4 employee per pay period for the initial violation, and two hundred  
5 dollars (\$200) for each aggrieved employee per pay period for each  
6 subsequent violation;
- 7 d. Penalties under Labor Code section 1197.1 in the amount of a hundred  
8 dollars (\$100) for each aggrieved employee per pay period for the initial  
9 violation, and two hundred fifty dollars (\$250) for each aggrieved  
10 employee per pay period for each subsequent violation;
- 11 e. Any and all additional penalties as provided by the Labor Code and/or  
12 other statutes; and
- 13 f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194,  
14 and 2699, and any other applicable statute.

15 **NINTH CAUSE OF ACTION**

16 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

17 **(Against DISCOVERY XT EMPLOYER LLC and DOES 1 through 100)**

18 124. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
19 through 123, and each and every part thereof with the same force and effect as though fully  
20 set forth herein.

21 125. Defendants' conduct, as alleged herein, has been, and continues to be unfair,  
22 unlawful and harmful to Plaintiff, the other class members, to the general public, and  
23 Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the  
24 public interest within the meaning of Code of Civil Procedure section 1021.5.

25 126. Defendants' activities as alleged herein are violations of law, and constitute  
26 unlawful business acts and practices in violation of Business & Professions Code section  
27 17200, *et seq.*

28 ///

1           127. A violation of Business & Professions Code section 17200, *et seq.* may be  
2 predicated on the violation of any state or federal law. In this instant case, Defendants' policy  
3 and practice of requiring Plaintiff and the other class members work overtime hours without  
4 paying them proper compensation violate Labor Code sections 510 and 1198. Defendants'  
5 policy and practice of requiring Plaintiff and the other class members, to work through their  
6 meal and rest periods without paying them proper compensation violate Labor Code sections  
7 226.7 and 512(a). Defendants' policy and practice of failing to timely pay wages to Plaintiff  
8 and the other class members violate Labor Code sections 201 and 202. Defendants also  
9 violated Labor Code sections 226(a), 1194, 1197, 2800, and 2802.

10           128. As a result of the herein described violations of the law, Defendants unlawfully  
11 gained an unfair advantage over other businesses.

12           129. Plaintiff and the other class members have been personally injured by  
13 Defendants' unlawful business acts and practices as alleged herein, including but not  
14 necessarily limited to the loss of money and/or property.

15           130. Pursuant to Business & Professions Code section 17200, *et seq.*, Plaintiff and  
16 the other class members are entitled to restitution of the wages withheld and retained by  
17 Defendants during a period that commences four years prior to the filing of this Complaint; an  
18 award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other  
19 applicable laws; and an award of costs.

20                                   **DEMAND FOR JURY TRIAL**

21           Plaintiff, individually, and on behalf of other members of the general public similarly  
22 situated, requests a trial by jury.

23                                   **PRAYER FOR RELIEF**

24           WHEREFORE, Plaintiff, individually and on behalf of all other members of the  
25 general public similarly situated, prays for relief and judgment against Defendants, jointly and  
26 severally, as follows:

27           ///

28           ///

1 **Class Certification**

- 2 1. That this action be certified as a class action;
- 3 2. That Plaintiff be appointed as representative of the Class;
- 4 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 5 4. That Defendants provide to Class Counsel immediately the names and most
- 6 current contact information (address, e-mail, and telephone numbers) of all class members.

7 **As to the First Cause of Action**

- 8 5. That the Court declare, adjudge, and decree that Defendants violated Labor
- 9 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
- 10 overtime wages due to Plaintiff and the other class members;
- 11 6. For general unpaid wages at overtime wage rates and such general and special
- 12 damages as may be appropriate;
- 13 7. For pre-judgment interest on any unpaid overtime compensation commencing
- 14 from the date such amounts were due;
- 15 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
- 16 Labor Code section 1194; and
- 17 9. For such other and further relief as the court may deem just and proper.

18 **As to the Second Cause of Action**

- 19 10. That the Court declare, adjudge, and decree that Defendants violated Labor
- 20 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide
- 21 all meal periods (including second meal periods) to Plaintiff and the other class members;
- 22 11. That the Court make an award to Plaintiff and the other class members of one
- 23 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
- 24 period was not provided;
- 25 12. For all actual, consequential, and incidental losses and damages, according to
- 26 proof;
- 27 13. For premium wages pursuant to Labor Code section 226.7(b);

28 ///

1           14.     For pre-judgment interest on any unpaid wages from the date such amounts  
2 were due;

3           15.     For reasonable attorneys' fees and costs of suit incurred herein; and

4           16.     For such other and further relief as the court may deem just and proper.

5                           **As to the Third Cause of Action**

6           17.     That the Court declare, adjudge, and decree that Defendants violated Labor  
7 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest  
8 periods to Plaintiff and the other class members;

9           18.     That the Court make an award to Plaintiff and the other class members of one  
10 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
11 period was not provided;

12           19.     For all actual, consequential, and incidental losses and damages, according to  
13 proof;

14           20.     For premium wages pursuant to Labor Code section 226.7(b);

15           21.     For pre-judgment interest on any unpaid wages from the date such amounts  
16 were due; and

17           22.     For such other and further relief as the court may deem just and proper.

18                           **As to the Fourth Cause of Action**

19           23.     That the Court declare, adjudge, and decree that Defendants violated Labor  
20 Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the  
21 other class members;

22           24.     For general unpaid wages and such general and special damages as may be  
23 appropriate;

24           25.     For pre-judgment interest on any unpaid compensation from the date such  
25 amounts were due;

26           26.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
27 Labor Code section 1194(a);

28           27.     For liquidated damages pursuant to Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

**As to the Fifth Cause of Action**

29. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the court may deem just and proper.

**As to the Sixth Cause of Action**

34. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(g); and

38. For such other and further relief as the court may deem just and proper.

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40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the court may deem just and proper.

45. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2698, *et seq.*, for civil penalties pursuant to Defendants' violations of Labor Code sections 98.6, 201, 202, 203, 204, 210, 218.5, 221, 223, 225.5, 226(a), 226.3, 227.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 6401.7, 6401.7(d), and 6401.9;

47. For such other and further relief as the Court may deem just and proper.

48. That the Court declare, adjudge, and decree that Defendants violated Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by Labor Code section 201 and 202.

/ / /

1           49.     For restitution of unpaid wages to Plaintiff and other class members and all  
2 pre-judgment interest from the day such amounts were due and payable;

3           50.     For the appointment of a receiver to receive, manage and distribute any and all  
4 funds disgorged from Defendants and determined to have been wrongfully acquired by  
5 Defendants as a result of violation of Business and Professions Code sections 17200, *et seq.*;

6           51.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
7 Code of Civil Procedure section 1021.5;

8           52.     For injunctive relief to ensure compliance with this section, pursuant to  
9 Business and Professions Code sections 17200, *et seq.*; and

10          53.     For such other and further relief as the court may deem just and proper.

11  
12 Dated: May 28, 2026

**JUSTICE LAW CORPORATION**

13  
14 By:   
15 Douglas Han  
16 Shunt Tatavos-Gharajeh  
17 Christopher Petersen  
18 *Attorneys for Plaintiff*  
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# **EXHIBIT 1**



April 21, 2025

**BY U.S. MAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov  
State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**Re: Discovery XT Employer LLC, DT Employer LLC, Discovery Senior Living LLC, and Provincial Senior Living**

Dear Representative:

We have been retained to represent Alex Alvarado against Discovery XT Employer LLC, DT Employer LLC, Discovery Senior Living LLC, and Provincial Senior Living (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "Discovery XT").

Mr. Alvarado is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Alvarado may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Discovery XT Employer LLC is a Texas limited liability company located at 3461 Bonita Bay Blvd. 100, Bonita Springs, FL 34134. DT Employer LLC is a Delaware limited liability company located at 7930 Jones Branch Drive, Mclean, VA 22102. Discovery Senior Living LLC is a Delaware limited liability company located at 3461 Bonita Bay Blvd. 100, Bonita Springs, FL 34134. Provincial Senior Living LLC is a Delaware limited liability company located at 3461 Bonita Bay Blvd. 100, Bonita Springs, FL 34134.

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<sup>1</sup> Mr. Alvarado does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Alvarado will amend this notice when the true names and capacities are known. Mr. Alvarado is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Alvarado and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Discovery XT employed Mr. Alvarado as an hourly-paid non-exempt Sales Employee within one year of the date of this letter (until in or around December of 2024) in the State of California. Discovery XT directly controlled the wages, hours and/or working conditions of Mr. Alvarado's and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Alvarado may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Discovery XT within the State of California.

Discovery XT failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Discovery XT has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Alvarado and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Discovery XT failed to compensate Mr. Alvarado and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Discovery XT also failed to include non-discretionary bonuses into Mr. Alvarado's and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Alvarado and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Discovery XT routinely required Mr. Alvarado and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Discovery XT's policies and expectations and fulfill orders. Discovery XT failed to provide coverage to Mr. Alvarado and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Discovery XT failed to authorize and permit Mr. Alvarado and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Discovery XT failed to compensate Mr. Alvarado and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Discovery XT required Mr. Alvarado and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Discovery XT required Mr. Alvarado and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code section 203.

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. During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Discovery XT did not provide Mr. Alvarado and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Discovery XT were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Alvarado and other aggrieved employees, (2) total hours worked by Mr. Alvarado and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Alvarado and other aggrieved employees, (5) net wages earned by Mr. Alvarado and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Alvarado and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Discovery XT failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Alvarado and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Discovery XT did not provide Mr. Alvarado and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Alvarado and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Discovery XT, including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Mr. Alvarado and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Alvarado will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Discovery XT within one year of the date of this letter, as allowed by law.

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LWDA  
April 21, 2025  
Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only):**

Legal Department  
c/o Discovery XT Employer LLC, Discovery Senior Living LLC, and Provincial Senior Living LLC  
3461 Bonita Bay Blvd. 100  
Bonita Springs, FL 34134

Legal Department  
c/o DT Employer LLC  
7930 Jones Branch Drive  
McLean, VA 22102

Discovery XT Employer LLC, DT Employer LLC, and Provincial Senior Living LLC  
c/o CSC Lawyers Incorporating Service  
2710 Gateway Oaks Drive  
Sacramento, CA 95833  
*Agent for Service of Process for* Discovery XT Employer LLC, DT Employer LLC, and Provincial Senior Living LLC

Registered Agent Solutions, Inc.  
c/o Discovery Senior Living LLC  
720 14th St  
Sacramento, CA 95814  
*Agent for Service of Process for* Discovery Senior Living LLC

# **EXHIBIT 2**



May 15, 2026

**BY U.S. MAIL/ELECTRONIC SUBMISSION**

PAGAFilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: Discovery XT Employer LLC  
LWDA Case No. 1093637-25**

Dear Representative:

We hereby amend our April 21, 2025, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the April 21, 2025, letter is attached to this submission as **Exhibit A** for reference. We are amending the letter to update the Labor Code violations alleged and remove most of the entities identified as employers.

We have been retained to represent Alex Alvarado against Discovery XT Employer LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "Discovery XT").

Mr. Alvarado is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Alvarado may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Discovery XT Employer LLC is a Texas limited liability company located at 3461 Bonita Bay Blvd. 100, Bonita Springs, FL 34134.

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<sup>1</sup> Mr. Alvarado does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Alvarado will amend this notice when the true names and capacities are known. Mr. Alvarado is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Alvarado and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Discovery XT employed Mr. Alvarado as an hourly-paid non-exempt Sales Employee within one year of the date of this letter (until in or around December of 2024) in the State of California. Discovery XT directly controlled the wages, hours and/or working conditions of Mr. Alvarado's and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Alvarado may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Discovery XT within the State of California.

Discovery XT failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Discovery XT has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 98.6, 201, 202, 203, 204, 210, 218.5, 221, 223, 225.5, 226(a), 226.3, 227.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 6401.7, 6401.7(d), and 6401.9, and the IWC Wage Orders.

California Labor Code section 98.6 prohibits employers from retaliating, discriminating, or taking any adverse action against employees for attempting to exercise their legal rights set forth in this section.

During the relevant time period, Discovery XT violated California Labor Code section 98.6 by taking adverse actions against Mr. Alvarado and other aggrieved employees for attempting to exercise their legal rights (e.g., reporting wage theft, unsafe working conditions).

California Labor Code section 223 makes it unlawful for an employer to secretly pay employees lower wages while appearing to pay employees higher rates that are mandated by a statute or contract.

During the relevant time period, Discovery XT would regularly pay Mr. Alvarado and other aggrieved employees lower wages despite being mandated to pay Mr. Alvarado and other aggrieved employees higher wages pursuant to the California Labor Codes and employment contracts.

California Labor Code section 225.5 imposes civil penalties on employers who unlawfully withhold wages that are in violation of California Labor Code section 212, 216, 221, 222, or 223.

Discovery XT should be fined civil penalties for its violation of California Labor Code section 212, 216, 221, 222, or 223.

California Labor Code section 227.3 mandates that unless provided otherwise by a collective-bargaining agreement, all vested vacation time must be paid out as wages to the employees upon the employees' termination at the employees' final rate of pay.

During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees vested vacation time as wages at their final rate of pay upon their termination.

California Labor Code section 6401.7 mandates that employers must establish, implement, and maintain an effective written injury prevention program. By extension, California Labor Code section 6401.7(d) mandates that employers must maintain records of the steps taken to implement and maintain their required injury prevention program. Finally, California Labor Code section 6401.9 mandates that employers must implement an effective written workplace violence prevention plan.

During the relevant time period, Discovery XT violated California Labor Code sections 6401.7, 6317(d), and 6401.9 by failing to establish, implement, and maintain an effective written injury prevention program, failing to maintain records of the steps taken to implement and maintain their required injury prevention program, and failing to implement an effective written workplace violence prevention plan.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

During the relevant time period, Mr. Alvarado and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Discovery XT failed to compensate Mr. Alvarado and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Discovery XT also failed to include non-discretionary bonuses into Mr. Alvarado's and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Alvarado and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular

rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, Discovery XT routinely required Mr. Alvarado and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Discovery XT's policies and expectations and fulfill orders. Discovery XT failed to provide coverage to Mr. Alvarado and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Discovery XT failed to authorize and permit Mr. Alvarado and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Discovery XT failed to compensate Mr. Alvarado and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven."

During the relevant time period, Discovery XT required Mr. Alvarado and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

During the relevant time period, Discovery XT required Mr. Alvarado and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and is liable under California Labor Code section 203.

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. California Labor Code section 204 also requires 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. Finally, California Labor Code section 204 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.

During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is liable under California Labor Code section 210.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

During the relevant time period, Discovery XT did not provide Mr. Alvarado and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Discovery XT were in violation of California Labor Code section

226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Alvarado and other aggrieved employees, (2) total hours worked by Mr. Alvarado and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Alvarado and other aggrieved employees, (5) net wages earned by Mr. Alvarado and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Mr. Alvarado and other aggrieved employees have been denied their wages and premium wages and are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.

During the relevant time period, Discovery XT failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Alvarado and other aggrieved employees.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, Discovery XT did not provide Mr. Alvarado and other aggrieved employees with the minimum wages to which they were entitled despite

constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer.

During their employment, Mr. Alvarado and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Discovery XT, including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Mr. Alvarado and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 98.6, 201, 202, 203, 204, 210, 218.5, 221, 223, 225.5, 226(a), 226.3, 227.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 6401.7, 6401.7(d), and 6401.9, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Alvarado will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Discovery XT within one year of the date of this letter, as allowed by law.

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LWDA  
May 15, 2026  
Page 8 of 8

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

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

Douglas Han, Esq.

**CC: (By Email Only):**

**Haley A. Murphy**

hmurphy@pettitkohn.com  
Thomas S. Ingrassia  
tingrassia@pettitkohn.com  
Melina Corona  
mcorona@pettitkohn.com

*Counsel for Discovery XT*



# **EXHIBIT A**

April 21, 2025

**BY U.S. MAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov  
State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**Re: Discovery XT Employer LLC, DT Employer LLC, Discovery Senior Living LLC, and Provincial Senior Living**

Dear Representative:

We have been retained to represent Alex Alvarado against Discovery XT Employer LLC, DT Employer LLC, Discovery Senior Living LLC, and Provincial Senior Living (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "Discovery XT").

Mr. Alvarado is pursuing his California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Alvarado may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Discovery XT Employer LLC is a Texas limited liability company located at 3461 Bonita Bay Blvd. 100, Bonita Springs, FL 34134. DT Employer LLC is a Delaware limited liability company located at 7930 Jones Branch Drive, Mclean, VA 22102. Discovery Senior Living LLC is a Delaware limited liability company located at 3461 Bonita Bay Blvd. 100, Bonita Springs, FL 34134. Provincial Senior Living LLC is a Delaware limited liability company located at 3461 Bonita Bay Blvd. 100, Bonita Springs, FL 34134.

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<sup>1</sup> Mr. Alvarado does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Alvarado will amend this notice when the true names and capacities are known. Mr. Alvarado is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Alvarado and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Discovery XT employed Mr. Alvarado as an hourly-paid non-exempt Sales Employee within one year of the date of this letter (until in or around December of 2024) in the State of California. Discovery XT directly controlled the wages, hours and/or working conditions of Mr. Alvarado's and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Alvarado may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Discovery XT within the State of California.

Discovery XT failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Discovery XT has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Alvarado and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Discovery XT failed to compensate Mr. Alvarado and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Discovery XT also failed to include non-discretionary bonuses into Mr. Alvarado's and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Alvarado and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Discovery XT routinely required Mr. Alvarado and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Discovery XT's policies and expectations and fulfill orders. Discovery XT failed to provide coverage to Mr. Alvarado and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Discovery XT failed to authorize and permit Mr. Alvarado and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Discovery XT failed to compensate Mr. Alvarado and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Discovery XT required Mr. Alvarado and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Discovery XT required Mr. Alvarado and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code section 203.

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. During the relevant time period, Discovery XT failed to pay Mr. Alvarado and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Discovery XT did not provide Mr. Alvarado and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Discovery XT were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Alvarado and other aggrieved employees, (2) total hours worked by Mr. Alvarado and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Mr. Alvarado and other aggrieved employees, (5) net wages earned by Mr. Alvarado and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Alvarado and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Discovery XT failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Alvarado and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Discovery XT did not provide Mr. Alvarado and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Mr. Alvarado and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Discovery XT, including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Mr. Alvarado and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Alvarado will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Discovery XT within one year of the date of this letter, as allowed by law.

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LWDA  
April 21, 2025  
Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only):**

Legal Department  
c/o Discovery XT Employer LLC, Discovery Senior Living LLC, and Provincial Senior Living LLC  
3461 Bonita Bay Blvd. 100  
Bonita Springs, FL 34134

Legal Department  
c/o DT Employer LLC  
7930 Jones Branch Drive  
Mclean, VA 22102

Discovery XT Employer LLC, DT Employer LLC, and Provincial Senior Living LLC  
c/o CSC Lawyers Incorporating Service  
2710 Gateway Oaks Drive  
Sacramento, CA 95833  
*Agent for Service of Process for* Discovery XT Employer LLC, DT Employer LLC, and Provincial Senior Living LLC

Registered Agent Solutions, Inc.  
c/o Discovery Senior Living LLC  
720 14th St  
Sacramento, CA 95814  
*Agent for Service of Process for* Discovery Senior Living LLC



**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On May 28, 2026, I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

on interested parties in this action a true and correct copy thereof to the email addresses as follows:

Haley A. Murphy (hmurphy@pettitkohn.com)  
Thomas S. Ingrassia (tingrassia@pettitkohn.com)  
Melina Corona (mcorona@pettitkohn.com)

Staff:

Joseph Martinez (jmartinez@pettitkohn.com)  
Kimberly Shipp (kshipp@pettitkohn.com)  
Valerie Browne (vbrowne@pettitkohn.com)

**PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**  
11622 El Camino Real, Suite 300  
San Diego, CA 92130

*Attorney(s) for Defendant Discovery XT Employer LLC*

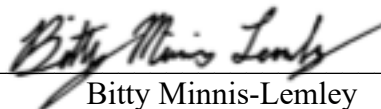
**[X] BY E-MAIL**

Pursuant to an agreement between the Parties regarding electronic service, the above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 28, 2026, at Pasadena, California.

  
Bitty Minnis-Lemley

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**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

On June 3, 2026, I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

for the following case: **Alvarado v. Discovery XT Employer LLC.**  
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-1093637-25**  
**Court Case No.: BCV-25-102585**  
**Kern Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

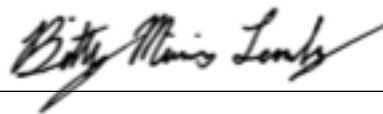
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 3, 2026, at Pasadena, California.



Bitty Minnis-Lemley