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Electronically Filed
6/23/2025 1:56 PM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Brenda Williams, Deputy

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

REKHA CHAND, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

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

Case No.: CV-25-003494

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.***

- (1) Violation of California Labor Code §§ 510, 511, and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;

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liability company; LA JOLLA COVE HOLDINGS, LLC, a California limited liability company; MALIBU BEACH HOLDINGS, LLC, a California limited liability company; NEWPORT BEACH HOLDINGS LLC, a California limited liability company; SAN DIEGO BAY HOLDINGS, LLC, a California limited liability company; UTAH LAKE HOLDINGS LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Rekha Chand, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this
5 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
6 and occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Rekha Chand is a resident of Modesto, in Stanislaus County,
9 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
10 approximately May 2023 to November 2024. Plaintiff worked for Defendants as a Certified
11 Nursing Assistant at their skilled nursing facility, Riverbank Post Acute, located at 2649
12 Topeka Street, Riverbank, California 95367. During her employment, Plaintiff typically
13 worked twelve (12) hours per day and three (3) to four (4) days per week. Plaintiff's primary
14 job duties included, without limitation, dressing and grooming residents, emptying catheters,
15 transferring residents to and from bed and chair, changing linens, and recording residents'
16 healthcare information.

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

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

23 7. BETTER CARE, INCORPORATED was and is, upon information and belief, a
24 California corporation, and at all times hereinafter mentioned, an employer whose employees
25 are engaged throughout this county and the State of California.

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

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

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

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

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

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

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

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

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

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

28 18. LA JOLLA COVE HOLDINGS, LLC was and is, upon information and belief,

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

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

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

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

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

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

19 24. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
20 were the partners, agents, owners, or managers of QUEEN RIVER HOLDINGS LLC; LINKS
21 HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY
22 HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS
23 LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC;
24 FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON
25 BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER
26 HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS,
27 LLC; NEWPORT BEACH HOLDINGS LLC; SAN DIEGO BAY HOLDINGS, LLC; and
28 UTAH LAKE HOLDINGS LLC, at all relevant times.

1 25. Plaintiff is informed and believes, and thereon alleges, that each and all of the
2 acts and omissions alleged herein was performed by, or is attributable to, QUEEN RIVER
3 HOLDINGS LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE,
4 INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS
5 LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC;
6 ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC;
7 GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON
8 RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE
9 HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS
10 LLC; SAN DIEGO BAY HOLDINGS, LLC; UTAH LAKE HOLDINGS LLC; and/or DOES
11 1 through 10 (collectively, “Defendants” or “LINKS”), each acting as the agent, employee,
12 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants
13 and was acting within the course and scope of such agency, employment, joint venture, or
14 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
15 Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

23 28. Under California law, Defendants are jointly and severally liable as employers
24 for the violations alleged herein because they have each exercised sufficient control over the
25 wages, hours, working conditions, and employment status of Plaintiff and class members.
26 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
27 controlled their work schedule and/or conditions of employment, determined their rate of pay,
28 and maintained their employment records. Defendants suffered or permitted Plaintiff and

1 class members to work and/or “engaged” Plaintiff and class members so as to create a
2 common-law employment relationship. As joint employers of Plaintiff and class members,
3 Defendants are jointly and severally liable for the civil penalties and all other relief available
4 to Plaintiff and class members under the law.

5 29. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
6 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
7 members because Defendants have:

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

23 30. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
24 there has existed a unity of interest and ownership between Defendants such that any
25 individuality and separateness between the entities has ceased.

26 31. Furthermore, Defendants are jointly and severally liable as employers for the
27 violations alleged herein because Defendants have acted as a single integrated enterprise.
28 Courts consider four factors in determining whether two or more entities may be treated as a

1 single employer for the purposes of determining liability for labor code violations: (1)
2 centralized control of labor relations; (2) interrelation of operations; (3) common
3 management; and (4) common ownership or financial control. No factor is controlling and all
4 need not be present.

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

- 7 (a) Defendant LINKS HEALTHCARE GROUP LLC made final decisions
8 regarding employment matters related to Plaintiff and class members in
9 the same manner and through the same entity, regardless of which entity
10 was acting as Plaintiff's and class members' immediate employer;
- 11 (b) Defendant LINKS HEALTHCARE GROUP LLC controlled day-to-day
12 employment decisions of Defendants QUEEN RIVER HOLDINGS
13 LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY
14 HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE
15 BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC;
16 ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE
17 HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON
18 BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC;
19 KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS,
20 LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH
21 HOLDINGS LLC; SAN DIEGO BAY HOLDINGS, LLC; and UTAH
22 LAKE HOLDINGS LLC;
- 23 (c) Defendants shared common officers, directors, and/or managers;
- 24 (d) Defendants utilized the same bank accounts, accounting records, lines of
25 credit, payroll preparation, telephone lines, company websites, office
26 space, facilities, employees and/or other facets of operation; and/or
- 27 (e) Defendants were subject to common ownership and financial control.

28 33. QUEEN RIVER HOLDINGS LLC; LINKS HEALTHCARE GROUP LLC;

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

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

35. Plaintiff further alleges, upon information and belief, that Defendants QUEEN RIVER HOLDINGS LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; SAN DIEGO BAY HOLDINGS, LLC; and UTAH LAKE HOLDINGS LLC are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), QUEEN RIVER HOLDINGS LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER

1 BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC;
2 JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS,
3 LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH
4 HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; SAN
5 DIEGO BAY HOLDINGS, LLC; and UTAH LAKE HOLDINGS LLC
6 have the same principal and mailing addresses, “16544 FRANZEN
7 FARM R[OA]D, SAN DIEGO, CA 92127”;

8 (b) On the California Secretary of State’s website, QUEEN RIVER
9 HOLDINGS LLC; LINKS HEALTHCARE GROUP LLC;
10 BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY
11 HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE
12 RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC;
13 FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS,
14 LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER
15 HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA
16 COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; and
17 NEWPORT BEACH HOLDINGS LLC share the same agent for service
18 of process, “Link[s] Healthcare Group, LLC”;

19 (c) According to Statement of Information forms filed with the California
20 Secretary of State, QUEEN RIVER HOLDINGS LLC; LINKS
21 HEALTHCARE GROUP LLC; BRIDGEWATER BAY HOLDINGS
22 LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY
23 HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH
24 CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC;
25 GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS,
26 LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER
27 HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU
28 BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC;

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

19 GENERAL ALLEGATIONS

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

26 37. In particular, Plaintiff and class members, on information and belief, received
27 the same standardized documents and/or written policies. Upon information and belief, the
28 usage of standardized documents and/or written policies, including new-hire documents,

1 indicate that Defendants dictated policies at the corporate level and implemented them
2 company-wide, regardless of their employees' assigned locations or positions. Upon
3 information and belief, Defendants set forth uniform policies and procedures in several
4 documents provided at an employee's time of hire.

5 38. Upon information and belief, Defendants maintain a centralized Payroll
6 department at their company headquarters in San Diego, California, which processes payroll
7 for all non-exempt, hourly paid employees working for Defendants at their various locations
8 in California, including Plaintiff and class members. Based upon information and belief,
9 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
10 employees in California, irrespective of their work locations. Upon information and belief,
11 Defendants process payroll for departing employees in the same manner throughout the State
12 of California, regardless of the manner in which each employee's employment ends.

13 39. Defendants continue to employ non-exempt or hourly paid employees in
14 California.

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

19 41. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
20 members were not paid for all hours worked because all hours worked were not recorded.

21 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive certain wages for
23 overtime compensation and that they were not receiving certain wages for overtime
24 compensation.

25 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to receive at least minimum
27 wages for compensation and that they were not receiving at least minimum wages for work
28 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff

1 and class members were not paid at least minimum wages for work done off-the-clock.

2 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to meal periods in
4 accordance with the California Labor Code and applicable IWC Wage Order or payment of
5 one (1) additional hour of pay at their regular rates of pay when they were not provided with
6 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
7 were not provided with all meal periods or payment of one (1) additional hour of pay at their
8 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
9 period.

10 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to rest periods in
12 accordance with the California Labor Code and applicable IWC Wage Order or payment of
13 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
14 permitted to take a compliant rest period and that Plaintiff and class members were not
15 authorized and permitted to take compliant rest periods or provided with payment of one (1)
16 additional hour of pay at their regular rates of pay when they were not authorized and
17 permitted to take a compliant rest period.

18 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to receive complete and
20 accurate wage statements in accordance with California law. In violation of the California
21 Labor Code, Plaintiff and class members were not provided complete and accurate wage
22 statements.

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

27 48. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to timely payment of all

1 wages earned upon termination of employment. In violation of the California Labor Code,
2 Plaintiff and class members did not receive payment of all wages due, including, but not
3 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
4 permissible time periods.

5 49. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to timely payment of wages
7 during their employment. In violation of the California Labor Code, Plaintiff and class
8 members did not receive payment of all wages, including, but not limited to, overtime wages,
9 minimum wages, and/or meal and rest period premiums, within permissible time periods.

10 50. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive full
12 reimbursement for all business-related expenses and costs they incurred during the course and
13 scope of their employment and that they did not receive full reimbursement of applicable
14 business-related expenses and costs incurred.

15 51. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that they had a duty to compensate
17 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
18 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
19 falsely represented to Plaintiff and class members that they were properly denied wages, all in
20 order to increase Defendants' profits.

21 **PAGA REPRESENTATIVE ALLEGATIONS**

22 52. At all times herein set forth, PAGA provides that any provision of law under
23 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
24 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
25 violations of the California Labor Code and applicable IWC Wage Order may, as an
26 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
27 themselves and other current or former employees pursuant to procedures outlined in
28 California Labor Code section 2699.3.

1 53. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
2 “any person who was employed by the alleged violator and personally suffered each of the
3 violations alleged.”

4 54. Plaintiff and other current and former employees of Defendants are “aggrieved
5 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
6 current or former employees and each of the alleged violations were committed against them.

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

10 (a) The aggrieved employee or representative shall give written notice by
11 online filing with the LWDA and by certified mail to the employer of
12 the specific provisions of the California Labor Code alleged to have
13 been violated, including the facts and theories to support the alleged
14 violation.

15 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
16 2699.3(a) and any employer response to that notice shall be
17 accompanied by a filing fee of seventy-five dollars (\$75).

18 (c) The LWDA shall notify the employer and the aggrieved employee or
19 representative by certified mail that it does not intend to investigate the
20 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
21 the postmark date of the aggrieved employee’s notice. Upon receipt of
22 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
23 (65) calendar days of the postmark date of the aggrieved employee’s
24 notice, the aggrieved employee may commence a civil action pursuant
25 to California Labor Code section 2699 to recover civil penalties.

26 56. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
27 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
28 provision other than those listed in Section 2699.5 after the following requirements have been

met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

57. On April 17, 2025, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1093004-25. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

58. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it

intends to investigate Plaintiff's claims and Defendants have not cured the violations.

59. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1197.1, 1198, and 2802.

60. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

61. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

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

63. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

64. Plaintiff brings this action on her own behalf, as well as on behalf of each and

1 all other persons similarly situated, and thus seeks class certification under California Code of
2 Civil Procedure section 382.

3 65. All claims alleged herein arise under California law for which Plaintiff seeks
4 relief authorized by California law.

5 66. Plaintiff's proposed class consists of and is defined as follows:

6 All persons who worked for Defendants as non-exempt, hourly
7 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial ("Class").

8 67. Plaintiff's proposed subclass consists of and is defined as follows:

9 All persons who worked for Defendants as non-exempt, hourly
10 paid employees in California and who received at least one wage
11 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

12 68. Members of the Class and Subclass are referred to herein as "class members."

13 69. Plaintiff reserves the right to redefine the Class and Subclass and to add
14 additional subclasses as appropriate based on further investigation, discovery, and specific
15 theories of liability.

16 70. There are common questions of law and fact as to class members that
17 predominate over questions affecting only individual members, including, but not limited to:

- 18 (a) Whether Defendants required Plaintiff and class members to work over
19 eight (8) hours per day, over twelve (12) hours per day, or over forty
20 (40) hours per week and failed to pay all legally required overtime
21 compensation to Plaintiff and class members;
- 22 (b) Whether Defendants failed to pay Plaintiff and class members at least
23 minimum wages for all hours worked;
- 24 (c) Whether Defendants failed to provide Plaintiff and class members with
25 meal periods;
- 26 (d) Whether Defendants failed to authorize and permit Plaintiff and class
27 members to take rest periods;
- 28 (e) Whether Defendants provided Plaintiff and class members with

complete and accurate wage statements as required by California Labor Code section 226(a);

- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums, due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums, due to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (j) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (k) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

71. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-

1 defined community of interest, and Plaintiff's claims (or defenses, if
2 any) are typical of all class members as demonstrated herein.

3 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
4 protect the interests of each class member with whom she has a well-
5 defined community of interest and typicality of claims, as demonstrated
6 herein. Plaintiff acknowledges that she has an obligation to make
7 known to the Court any relationship, conflicts or differences with any
8 class member. Plaintiff's attorneys, the proposed class counsel, are
9 versed in the rules governing class action discovery, certification, and
10 settlement. Plaintiff has incurred, and throughout the duration of this
11 action, will continue to incur costs and attorneys' fees that have been,
12 are, and will be necessarily expended for the prosecution of this action
13 for the substantial benefit of each class member.

14 (d) Superiority: The nature of this action makes the use of class action
15 adjudication superior to other methods. A class action will achieve
16 economies of time, effort, and expense as compared with separate
17 lawsuits, and will avoid inconsistent outcomes because the same issues
18 can be adjudicated in the same manner and at the same time for the
19 entire class.

20 (e) Public Policy Considerations: Employers in the State of California
21 violate employment and labor laws every day. Current employees are
22 often afraid to assert their rights out of fear of direct or indirect
23 retaliation. Former employees are fearful of bringing actions because
24 they believe their former employers might damage their future
25 endeavors through negative references and/or other means. Class
26 actions provide the class members who are not named in the complaint
27 with a type of anonymity that allows for the vindication of their rights
28 while simultaneously protecting their privacy.

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510, 511, and 1198—Unpaid Overtime**
3 **(Against all Defendants)**

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

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

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

15 75. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and class members working more than eight (8) hours in a day
17 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
18 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

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

25 77. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 78. California Labor Code section 511 and the applicable IWC Wage Order allow
4 employers, with the employees' approval, to offer an alternative workweek schedule that
5 authorizes employees to work no more than ten (10) hours per day within a 40-hour workweek
6 without receiving overtime compensation. An alternative workweek schedule must pay the
7 employees overtime at one and one-half times their regular hourly rate for work in excess of
8 ten (10) hours per day or forty (40) hours per week. The applicable IWC Wage Order also
9 allows employees in the healthcare industry to work in excess of ten (10) hours but not more
10 than 12 hours per day within a 40-hour workweek without receiving overtime compensation.
11 Overtime must be paid at twice the employees' regular hourly rate for work in excess of
12 twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage order further provide
13 that an employer may not implement an alternative workweek schedule unless at least two-
14 thirds of the affected employees approve the schedule through a secret ballot election, and the
15 results must be reported to the California Division of Labor Standards Enforcement within 30
16 days after the results are final.

17 79. During the relevant time period, Defendants willfully failed to pay all overtime
18 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
19 class members were not paid overtime premiums for all of the hours they worked in excess of
20 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
21 hours in a week, because all hours worked were not recorded.

22 80. First, Defendants had, and continue to have, company-wide policies and/or
23 practices of understaffing their facilities such that there were too few employees on duty to
24 handle the heavy workload. Because Defendants did not employ or staff a sufficient number
25 of employees to meet resident demand, there was no one available to relieve employees
26 needing meal period coverage, and Plaintiff and class members did not receive all
27 uninterrupted meal periods to which they were entitled. Further, Defendants had a company-
28 wide practice and/or policy of failing to schedule meal periods, which further caused Plaintiff

1 and class members to not be relieved of their duties for compliant meal periods. For example,
2 Plaintiff sometimes worked through her meal periods because she was responsible for caring
3 for about 13 residents and lacked meal period coverage. In addition, due to understaffing,
4 Plaintiff had to cut her meal periods short 1-2 times per week to help other employees with
5 resident care.

6 81. Second, because Defendants frowned upon employees accruing meal period
7 premiums, Defendants' management pressured employees to clock out for meal periods, upon
8 threat of discipline, even when they did not receive a compliant meal period. For example,
9 Plaintiff was instructed by Defendants' management to clock out for her meal period but to
10 continue working through her unpaid meal period if she was busy with residents. Thus,
11 Defendants did not record all hours worked during meal periods, and Plaintiff and class
12 members performed work during meal periods for which they were not paid.

13 82. Third, on information and belief, Defendants had, and continue to have, a
14 company-wide policy and/or practice of failing to pay proper overtime when they required
15 Plaintiff and class members to work outside of their regularly scheduled alternative workweek
16 schedule and failed to pay all applicable overtime and/or double-time compensation owed for
17 such hours of work. In addition, on information and belief, to the extent Defendants
18 implemented an alternative workweek schedule as to Plaintiff and class members, Defendants
19 failed to comply with all requirements for implementing an alternative workweek schedule,
20 including, but not limited to, holding proper workweek elections for the employees working
21 alternative workweeks. Accordingly, Defendants owe Plaintiff and class members unpaid
22 overtime wages.

23 83. Defendants knew or should have known that as a result of these company-wide
24 practices and/or policies, Plaintiff and class members were performing their assigned duties
25 off-the-clock during their meal periods, and were suffered or permitted to perform work for
26 which they were not paid. Because Plaintiff and class members worked shifts of eight (8)
27 hours or more a day and/or shifts of twelve (12) hours or more a day, or forty (40) hours a
28 week or more, some of this off-the-clock work qualified for overtime premium pay.

1 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime
2 hours they actually worked.

3 84. Defendants' failure to pay Plaintiff and class members the balance of overtime
4 compensation as required by California law, violates the provisions of California Labor Code
5 sections 510, 511, and 1198. Pursuant to California Labor Code section 1194, Plaintiff and
6 class members are entitled to recover from Defendants their unpaid overtime compensation, as
7 well as interest, costs, and attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198—**

10 **Unpaid Minimum Wages**

11 **(Against all Defendants)**

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

14 86. At all relevant times, California Labor Code sections 1182.12, 1182.15, 1194,
15 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is
16 the minimum wage to be paid to employees, and the payment of a wage less than the
17 minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-
18 2001 as "the time during which an employee is s suffered or permitted to work for the
19 employer, whether or not required to do so, as interpreted in accordance with the provisions of
20 the Fair Labor Standards Act." Cal. Code Regs. tit. 8, § 11050(2)(M) (defining "Hours
21 Worked").

22 87. As stated above, due to Defendants' uniform policies and/or practices of
23 understaffing, assigning heavy workloads, and resultant lack of meal period coverage,
24 Plaintiff and class members were impeded from taking all uninterrupted meal periods to which
25 they were entitled and were required to work off-the-clock during meal periods, have their
26 meal periods interrupted and/or were otherwise not relieved of all duties during unpaid meal
27 periods. Moreover, as stated, in order to limit meal period premiums that Defendants would
28 otherwise owe, Defendants pressured Plaintiff and class members to clock out for meal

1 periods, upon threat of discipline, even when meal periods were missed, short, and/or
2 interrupted. Thus, Defendants systematically failed to pay Plaintiff and class members for
3 actual hours worked during unpaid meal periods because these hours were not always
4 correctly recorded.

5 88. Defendants did not pay minimum wages for all hours worked by Plaintiff and
6 class members. To the extent that these off-the-clock hours did not qualify for overtime
7 premium payment, Defendants did not pay at least minimum wages for those hours worked
8 off-the-clock in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197,
9 1197.1, and 1198.

10 89. Defendants' failure to pay Plaintiff and class members minimum wages violates
11 California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198. Pursuant to
12 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
13 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
14 interest thereon.

15 **THIRD CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

17 **Violations**

18 **(Against all Defendants)**

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

21 91. At all relevant times herein set forth, California Labor Code section 512(a)
22 provides that an employer may not require, cause, or permit an employee to work for a period
23 of more than five (5) hours per day without providing the employee with a meal period of not
24 less than thirty (30) minutes, except that if the total work period per day of the employee is
25 not more than six (6) hours, the meal period may be waived by mutual consent of both the
26 employer and the employee. Under California law, first meal periods must start after no more
27 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

28 92. At all relevant times herein set forth, California Labor Code sections 226.7,

1 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
2 meal period mandated by an applicable order of the IWC.

3 93. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
4 and the applicable IWC Wage Order also require employers to provide a second meal period
5 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
6 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
7 total hours worked is no more than twelve (12) hours, the second meal period may be waived
8 by mutual consent of the employer and the employee only if the first meal period was not
9 waived. The applicable IWC Wage Order further provides that employees in the healthcare
10 industry who work shifts in excess of eight (8) hours in a workday may waive one of their two
11 meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit.
12 8, § 11050(11)(D).

13 94. During the relevant time period, Defendants had, and continue to have, a
14 company-wide policy and/or practice of understaffing their facilities such that there were too
15 few employees on duty to handle the heavy workload. Because Defendants did not employ or
16 staff a sufficient number of employees to meet resident demand, there was no one available to
17 relieve employees needing meal period coverage, and Plaintiff and class members did not
18 receive all timely, uninterrupted meal periods to which they were entitled. Further,
19 Defendants had a company-wide practice and/or policy of failing to schedule meal periods,
20 which further caused Plaintiff and class members to not be relieved of their duties for
21 compliant meal periods.

22 95. As a result, Plaintiff and class members had to work through all or part of their
23 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
24 before taking meal periods. For example, Plaintiff sometimes missed her first meal periods
25 because she was responsible for caring for over 13 residents and lacked meal period coverage.
26 Additionally, Plaintiff had to cut her meal periods short 1-2 times per week to help other
27 employees with resident care. For the same reasons, Plaintiff also had to take her meal period
28 late, after the fifth hour of work, about 2-3 times per week.

1 96. Second, as stated, because Defendants frowned upon employees accruing meal
2 period premiums, Defendants' management pressured employees to clock out for meal
3 periods, upon threat of discipline, regardless of whether they had received a compliant meal
4 period or not, in order to strictly limit the meal period premiums that would need to be paid by
5 Defendants. For example, as stated, Plaintiff was instructed by her manager to record that she
6 had received compliant meal periods on shifts when she had not, in fact, received these timely,
7 uninterrupted meal periods.

8 97. Third, Defendants did not provide Plaintiff and class members with second 30-
9 minute meal periods on days that they worked in excess of ten (10) hours in one day. For
10 example, during the relevant time period, Plaintiff regularly worked shifts in excess of 10
11 hours in one day and never took a second meal period. Plaintiff and class members did not
12 sign valid meal period waivers on days that they were entitled to meal periods and were not
13 relieved of all duties.

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

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

26 100. Defendants' conduct violates the applicable IWC Wage Order, and California
27 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
28 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular

1 rate of compensation for each work day that the meal period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
4 **(Against all Defendants)**

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

7 102. At all relevant times herein set forth, the applicable IWC Wage Order and
8 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
9 members' employment by Defendants.

10 103. At all relevant times, the applicable IWC Wage Order provides that "[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period" and that the "rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof" unless the total daily work time is less than three and one-half
15 (3 ½) hours.

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

24 105. During the relevant time period, Defendants regularly failed to authorize and
25 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
26 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
27 policies and practices, including understaffing and assigning heavy workloads, prevented
28 Plaintiff and class members from being able to take rest periods. Defendants also failed to

1 schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period
2 coverage, further led to Plaintiff and class members not being authorized and permitted to take
3 rest periods.

4 106. Furthermore, during the relevant time period, Defendants maintained and
5 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
6 and class members remain on the work premises during their rest periods. Because Plaintiff
7 and class members were restricted from leaving the premises during rest periods, even when
8 they were not in sole charge of residents, they were denied the ability to use their rest periods
9 freely for their own purposes, such as running personal errands. Thus, Defendants effectively
10 maintained control over Plaintiff and class members during rest periods.

11 107. As a result of Defendants' practices and policies, Plaintiff and class members
12 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
13 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff
14 often had to forgo her rest periods due to the heavy workload, understaffing, and Defendants'
15 failure to schedule rest periods for employees.

16 108. Defendants have also engaged in a company-wide practice and/or policy of not
17 paying rest period premiums owed when compliant rest periods are not authorized and
18 permitted. Because of this practice and/or policy, Plaintiff and class members have not
19 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
20 class members rest periods and failed to pay them rest period premiums due, in violation of
21 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

22 109. Defendants' conduct violates the applicable IWC Wage Order and California
23 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
24 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
25 compensation for each work day that a compliant rest period was not authorized and
26 permitted.

27 //

28 //

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

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

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

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

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

28 114. The wage statement deficiencies also include, among other things, failing to list

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

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

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

1 members, in violation of section 1198. Also, in light of Defendants' failure to provide
2 Plaintiff and Subclass members with second 30-minute meal periods to which they were
3 entitled, Defendants kept no records of meal start and end times for second meal periods.

4 117. Plaintiff and Subclass members are entitled to recover from Defendants the
5 greater of their actual damages caused by Defendants' failure to comply with California Labor
6 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
7 employee.

8 **SIXTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**

10 **Termination**

11 **(Against all Defendants)**

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

14 119. This cause of action is dependent upon, and wholly derivative of, the overtime
15 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
16 Plaintiff and those class members no longer employed by Defendants upon their termination.

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

24 121. During the relevant time period, Defendants willfully failed to pay Plaintiff and
25 class members who are no longer employed by Defendants the earned and unpaid wages set
26 forth above, including but not limited to, overtime wages, minimum wages, and/or meal and
27 rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their
28 leaving Defendants' employ.

122. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment

(Against all Defendants)

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

124. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

125. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (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 first (1st) and the tenth (10th) day of the following month.

126. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of

wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

127. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

128. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

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

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

131. During the relevant time period, Defendants, on a company-wide basis, required Plaintiff and class members to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to

1 reimburse them for the costs of their work-related mobile device expenses. For example,
2 Plaintiff and class members used their personal mobile devices to communicate with
3 Defendants' management regarding work-related matters, such as issues with residents.
4 Although Defendants required Plaintiff and class members to utilize their personal mobile
5 devices and/or mobile data to carry out their work-related responsibilities, Defendants failed
6 to reimburse them for these costs.

7 132. Defendants could have provided Plaintiff and class members with the actual
8 equipment for use on the job, such as company mobile devices; or Defendants could have
9 reimbursed employees for the costs of their mobile device usage. Instead, Defendants passed
10 these operating costs onto Plaintiff and class members.

11 133. Defendants' company-wide policy and/or practice of not reimbursing
12 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
13 and class members violates California Labor Code section 2802. Defendants have
14 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
15 business-related expenses and costs.

16 134. Pursuant to California Labor Code section 2802, Plaintiff and class members
17 are entitled to recover from Defendants their business-related expenses incurred during the
18 course and scope of their employment, plus interest, costs, and attorneys' fees.

19 **NINTH CAUSE OF ACTION**

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

21 **(Against all Defendants)**

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

24 136. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
25 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
26 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 511, 1174(d),
27 and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
28 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,

1 including sections 226(a), 226.7, 246, 510, 512(a), 516, 1182.12, 1182.15, 1194, 1197,
2 1197.1, and 2802.

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

- 5 (a) Violation of Labor Code sections 510, 511, and 1198, and the applicable
6 IWC Wage Order for Defendants' failure to compensate Plaintiff and
7 other aggrieved employees with all required overtime pay, as alleged
8 herein;
- 9 (b) Violation of Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1,
10 and 1198, and the applicable IWC Wage Order for Defendants' failure
11 to compensate Plaintiff and other aggrieved employees with at least
12 minimum wages for all hours worked, as alleged herein;
- 13 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
15 and other aggrieved employees with meal periods, as alleged herein;
- 16 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
17 applicable IWC Wage Order for Defendants' failure to authorize and
18 permit Plaintiff and other aggrieved employees to take rest periods, as
19 alleged herein;
- 20 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
21 IWC Wage Order for failure to provide accurate and complete wage
22 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 23 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
24 IWC Wage Order for failure to maintain payroll records, as alleged
25 herein;
- 26 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
27 earned wages upon termination, as alleged herein;
- 28 (h) Violation of Labor Code section 204 for failure to pay all earned wages

during employment, as alleged herein; and

- (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein.

138. Therefore, Plaintiff and other aggrieved employees are entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

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

140. Defendants are “persons” as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

141. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

142. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

143. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants’ policies and practices have violated state law in at least the following respects:

- (a) Requiring non-exempt, hourly paid employees, including Plaintiff and class members, to work overtime without paying them proper

1 compensation in violation of California Labor Code sections 510, 511,
2 and 1198, and the applicable IWC Wage Order, as alleged herein;

3 (b) Failing to pay at least minimum wage to Plaintiff and class members in
4 violation of California Labor Code sections 1182.12, 1182.15, 1194,
5 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
6 herein;

7 (c) Failing to provide all meal periods to Plaintiff and class members in
8 violation of California Labor Code sections 226.7, 512(a), 516, and
9 1198, and the applicable IWC Wage Order, as alleged herein;

10 (d) Failing to authorize and permit Plaintiff and class members to take all
11 rest periods in violation of California Labor Code sections 226.7, 516,
12 and 1198, and the applicable IWC Wage Order, as alleged herein;

13 (e) Failing to provide Plaintiff and class members with accurate wage
14 statements and failing to maintain accurate payroll records in violation
15 of California Labor Code sections 226(a), 1174(d), and 1198, and the
16 applicable IWC Wage Order, as alleged herein;

17 (f) Failing timely to pay all earned wages to Plaintiff and class members in
18 violation of California Labor Code section 204, as alleged herein; and

19 (g) Failing to reimburse Plaintiff and class members for all business
20 expenses necessarily incurred in violation of California Labor Code
21 section 2802, as alleged herein.

22 144. As a result of the violations of California law herein described, Defendants
23 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
24 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
25 herein.

26 145. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
27 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
28 Defendants during a period that commences four years prior to the filing of the initial

1 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
2 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
3 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

4 **ELEVENTH CAUSE OF ACTION**

5 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

6 **Unfair Business Practices**

7 **(Against all Defendants)**

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

10 147. Defendants are "persons" as defined by California Business & Professions
11 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
12 and/or associations.

13 148. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
14 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
15 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
16 seeks to enforce important rights affecting the public interest within the meaning of Code of
17 Civil Procedure section 1021.5.

18 149. Defendants' activities, namely Defendants' company-wide practice and/or
19 policy of not paying Plaintiff and class members all meal and rest period premiums due to
20 them under Labor Code section 226.7, deprived Plaintiff and class members of the
21 compensation guarantee and enhanced enforcement implemented by section 226.7. The
22 statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to
23 compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v.*
24 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
25 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
26 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
27 unfair business practice in violation of California Business & Professions Code sections
28 17200, *et seq.* (*Id.*)

1 150. A violation of California Business & Professions Code sections 17200, *et seq.*
2 may be predicated on any unfair business practice. In the instant case, Defendants' policies
3 and practices have violated the spirit of California's meal and rest period laws and constitute
4 acts against the public policy behind these laws.

5 151. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
6 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
7 benefits implemented by section 226.7 withheld and retained by Defendants during a period
8 that commences four years prior to the filing of the initial complaint; a permanent injunction
9 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
10 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
11 Procedure section 1021.5 and other applicable laws; and an award of costs.

12 **REQUEST FOR JURY TRIAL**

13 Plaintiff requests a trial by jury.

14 **PRAYER FOR RELIEF**

15 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
16 against Defendants, jointly and severally, as follows:

17 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
18 excess of twenty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
19 reserves the right to amend her prayer for relief to seek a different amount.

20 **Class Certification**

- 21 2. That this case be certified as a class action;
22 3. That Plaintiff be appointed as the representative of the Class and Subclass;
23 4. That counsel for Plaintiff be appointed as class counsel.

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

25 5. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 510, 511, and 1198, and the applicable IWC Wage Order by willfully
27 failing to pay all overtime wages due to Plaintiff and class members;

28 6. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 7. For pre-judgment interest on any unpaid overtime compensation commencing
3 from the date such amounts were due, or as otherwise provided by law;

4 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
5 California Labor Code section 1194(a); and

6 9. For such other and further relief as the Court may deem equitable and
7 appropriate.

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

9 10. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198, and the applicable IWC
11 Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

12 11. For general unpaid wages and such general and special damages as may be
13 appropriate;

14 12. For pre-judgment interest on any unpaid compensation from the date such
15 amounts were due, or as otherwise provided by law;

16 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
17 California Labor Code section 1194(a);

18 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

19 15. For such other and further relief as the Court may deem equitable and
20 appropriate.

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

22 16. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
24 willfully failing to provide all meal periods to Plaintiff and class members;

25 17. That the Court make an award to the Plaintiff and class members of one (1)
26 hour of pay at each employee's regular rate of pay for each workday that a meal period was
27 not provided;

28 18. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 19. For premiums pursuant to California Labor Code section 226.7(c);

3 20. For pre-judgment interest on any unpaid meal period premiums from the date
4 such amounts were due, or as otherwise provided by law;

5 21. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

7 22. For such other and further relief as the Court may deem equitable and
8 appropriate.

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

10 23. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
12 failing to authorize and permit Plaintiff and class members to take all rest periods;

13 24. That the Court make an award to the Plaintiff and class members of one (1) hour
14 of pay at each employee's regular rate of pay for each workday that a rest period was not
15 authorized and permitted;

16 25. For all actual, consequential, and incidental losses and damages, according to
17 proof;

18 26. For premiums pursuant to California Labor Code section 226.7(c);

19 27. For pre-judgment interest on any unpaid rest period premiums from the date
20 such amounts were due, or as otherwise provided by law;

21 28. For attorneys' fees pursuant to California Code of Civil Procedure section
22 1021.5, or as otherwise provided by law; and

23 29. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 **As to the Fifth Cause of Action**

26 30. That the Court declare, adjudge and decree that Defendants violated the
27 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
28 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate

1 itemized wage statements thereto;

2 31. For all actual, consequential, and incidental losses and damages, according to
3 proof;

4 32. For injunctive relief pursuant to California Labor Code section 226(h);

5 33. For statutory penalties pursuant to California Labor Code section 226(e);

6 34. For attorneys' fees and costs pursuant to California Labor Code section
7 226(e)(1); and

8 35. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Sixth Cause of Action**

11 36. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
13 and/or meal and rest period premiums owed at the time of termination of the employment of
14 Plaintiff and other terminated class members;

15 37. For all actual, consequential and incidental losses and damages, according to
16 proof;

17 38. For waiting time penalties according to proof pursuant to California Labor
18 Code section 203 for all employees who have left Defendants' employ;

19 39. For pre-judgment interest on any unpaid wages from the date such amounts
20 were due, or as otherwise provided by law;

21 40. For attorneys' fees pursuant to California Code of Civil Procedure section
22 1021.5, or as otherwise provided by law; and

23 41. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 **As to the Seventh Cause of Action**

26 42. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
28 overtime wages, minimum wages, and/or meal and rest period premiums during their

1 employment;

2 43. For all actual, consequential and incidental losses and damages, according to
3 proof;

4 44. For statutory penalties according to proof pursuant to California Labor Code
5 section 210;

6 45. For pre-judgment interest on any unpaid wages from the date such amounts
7 were due, or as otherwise provided by law;

8 46. For attorneys' fees pursuant to California Code of Civil Procedure section
9 1021.5, or as otherwise provided by law; and

10 47. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 48. As to the Eighth Cause of Action That the Court declare, adjudge and decree
13 that Defendants violated the following California Labor Code provisions as to Plaintiff and
14 other aggrieved employees: 510, 511, and 1198 (by failing to pay all overtime compensation);
15 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages
16 for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods);
17 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and
18 1198 (by failing to provide accurate wage statements and maintain accurate payroll records);
19 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to
20 timely pay all earned wages during employment); and 2802 (by failing to reimburse business
21 expenses);

22 49. For civil penalties pursuant to the California Labor Code, including sections
23 210, 226.3, 256, 558, 1174.5, 1197.1, 2699(a), (f), and (k), for violations of California Labor
24 Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.15,
25 1194, 1197, 1197.1, 1198, and 2802;

26 50. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
27 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
28 sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194,

1197, 1197.1, 1198, and 2802;

51. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1197.1, 1198, and 2802;

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

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

55. For unpaid business-related expenses and such general and special damages as may be appropriate;

56. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

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

58. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

59. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

60. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to

1 take all rest periods, failing to provide Plaintiff and class members accurate and complete
2 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
3 failing to timely pay Plaintiff and class members all earned wages during employment, and
4 failing to reimburse Plaintiff and class members for business-related expenses, constitutes an
5 unlawful business practice in violation of California Business and Professions Code sections
6 17200, *et seq.*;

7 61. For restitution of unpaid wages to Plaintiff and all class members and
8 prejudgment interest from the day such amounts were due and payable;

9 62. For the appointment of a receiver to receive, manage, and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by
11 Defendants as a result of violations of California Business & Professions Code sections
12 17200, *et seq.*;

13 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Code of Civil Procedure section 1021.5; and

15 64. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 **As to the Eleventh Cause of Action**

18 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
19 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
20 an unfair business practice in violation of California Business and Professions Code sections
21 17200, *et seq.*;

22 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
23 from Plaintiff and class members and prejudgment interest from the day such amounts were
24 due and payable;

25 67. For the appointment of a receiver to receive, manage, and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violations of California Business & Professions Code sections
28 17200, *et seq.*;

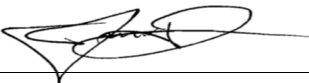
- 1 68. For reasonable attorneys’ fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5;
3 69. For pre-judgment and post-judgment interest as provided by law; and
4 70. For such other and further relief as the Court may deem equitable and
5 appropriate.

6
7 Dated: June 23, 2025

Respectfully submitted,

Capstone Law APC

9
10 By: _____



Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Rekha Chand

EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

SAIRAH BUDHWANI
310.712.8154 Direct
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April 17, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Rekha Chand v. Queen River Holdings LLC, et al.*

Dear PAGA Administrator:

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

The employers may be contacted directly at the addresses below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ms. Chand intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Chand seeks relief on behalf of herself, the State of California, and other persons who are or were employed by LINKS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

LINKS employed Ms. Chand as an hourly paid, non-exempt employee from approximately May 2023 to November 2024. Ms. Chand worked for LINKS as a Certified Nursing Assistant at its skilled nursing facility, Riverbank Post Acute, located at 2649 Topeka Street, Riverbank, California 95367. During her employment, Ms. Chand typically worked twelve (12) hours per day, and three (3) to four (4) days per week. At the time Ms. Chand's employment with LINKS ended, she earned approximately \$22.46 per hour. Her job duties included, without limitation, dressing and grooming residents, emptying catheters, transferring residents to and from bed and chair, changing linens, and recording residents' healthcare information.

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

¹ These facts, theories, and claims are based on Ms. Chand's experience and counsel's review of those records currently available relating to Ms. Chand's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Chand reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

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

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

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

Violation of California Labor Code §§ 510, 511, and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

California Labor Code section 511 and the applicable IWC Wage Order allow employers, with the employees' approval, to offer an alternative workweek schedule that authorizes employees to work no more than ten (10) hours per day within a 40-hour workweek without receiving overtime compensation. An alternative workweek schedule must pay the employees overtime at one and one-half times their regular hourly rate for work in excess of ten (10) hours per day or forty (40) hours per week. The applicable IWC Wage Order also allows employees in the healthcare industry to work in excess of ten (10) hours but not more than 12 hours per day within a 40-hour workweek without receiving overtime compensation. Overtime must be paid at twice the employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage order further provide that an employer may not implement an alternative workweek schedule unless at least two-thirds of the affected employees approve the schedule through a secret ballot election, and the results must be reported to the California Division of Labor Standards Enforcement within 30 days after the results are final.

LINKS willfully failed to pay all overtime wages owed to Ms. Chand and other aggrieved employees. During the relevant time period, Ms. Chand and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, LINKS had, and continues to have, company-wide policies and/or practices of understaffing its facilities such that there were too few employees on duty to handle the heavy workload. Because LINKS did not employ or staff a sufficient number of employees to meet resident demand, there was no one available to relieve employees needing meal period coverage, and Ms. Chand and other aggrieved employees did not receive all uninterrupted meal periods to which they were entitled. Further, LINKS had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Chand and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Chand sometimes missed her first meal periods because she was responsible for caring for about 13 residents and lacked meal period coverage. In addition, due to understaffing, Ms. Chand had to cut her meal periods short 1-2 times per week to help other employees with resident care.

Second, because LINKS frowned upon employees accruing meal period premiums, LINKS's management pressured employees to clock out for meal periods, upon threat of discipline, even when they did not receive a compliant meal period. For example, Ms. Chand was instructed by LINKS's management to clock out for her meal period but to continue working through her unpaid meal period if she was busy with residents. Thus, LINKS did not record all hours worked during meal periods, and Ms. Chand and other aggrieved employees performed work during meal periods for which they were not paid.

Third, on information and belief, LINKS had, and continues to have, a company-wide policy and/or practice of failing to pay proper overtime when they required Ms. Chand and other aggrieved employees to work outside of their regularly scheduled alternative workweek schedule and failed to pay all applicable overtime and/or double-time compensation owed for such hours of work. In addition, on information and belief, to the extent LINKS implemented an alternative workweek schedule as to Ms. Chand and other aggrieved employees, LINKS failed to comply with all requirements for implementing an alternative workweek schedule, including, but not limited to, holding proper workweek elections for the employees working alternative workweeks. Accordingly, LINKS owes Ms. Chand and other aggrieved employees unpaid overtime wages.

LINKS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Chand and other aggrieved employees were performing their assigned duties off-the-clock during their meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Chand and other aggrieved employees worked shifts of eight (8) hours or more a day and/or shifts of twelve (12) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Chand and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

LINKS's failure to pay Ms. Chand and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Chand and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code Regs. tit. 8, § 11050(2)(M) (defining “Hours Worked”).

As set forth above, during the relevant time period, due to LINKS’s uniform policies and/or practices of understaffing, assigning heavy workloads, and resultant lack of meal period coverage, Ms. Chand and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, in order to limit meal period premiums that LINKS would otherwise owe, LINKS pressured Ms. Chand and other aggrieved employees to clock out for meal periods, upon threat of discipline, even when meal periods were missed, short, and/or interrupted. Thus, LINKS systematically failed to pay Ms. Chand and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

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

Accordingly, LINKS regularly failed to pay at least minimum wages to Ms. Chand and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198. Ms. Chand and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the healthcare industry who

work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11050(11)(D).

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

As a result, Ms. Chand and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Chand sometimes missed her first meal periods because she was responsible for caring for over 13 residents and lacked meal period coverage. Additionally, Ms. Chand had to cut her meal periods short 1-2 times per week to help other employees with resident care. For the same reasons, Ms. Chand also had to take her meal period late, after the fifth hour of work, about 2-3 times per week.

Second, as stated, because LINKS frowned upon employees accruing meal period premiums, LINKS's management pressured employees to clock out for meal periods, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by LINKS. For example, as stated, Ms. Chand was instructed by her manager to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods.

Third, LINKS did not provide Ms. Chand and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during the relevant time period, Ms. Chand regularly worked shifts in excess of 10 hours in one day and never took a second meal period. Ms. Chand and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

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

Furthermore, LINKS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Chand and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

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

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, LINKS regularly failed to authorize and permit Ms. Chand and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, LINKS's company-wide practices, including understaffing and assigning heavy workloads, prevented Ms. Chand and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, LINKS failed to schedule rest periods, which, coupled with LINKS's failure to provide adequate rest period coverage, further led to Ms. Chand and other aggrieved employees not being authorized and permitted to take rest periods.

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

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

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

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

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. LINKS has not provided Ms. Chand and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, LINKS has knowingly and intentionally provided Ms. Chand and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LINKS issued uniform wage statements to Ms. Chand and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, LINKS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because LINKS did not record the time Ms. Chand and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), LINKS did not list the correct amount of gross wages and net wages earned by Ms. Chand and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, LINKS failed to accurately list the total number of hours worked by Ms. Chand and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, LINKS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Chand and other aggrieved employees, in violation of section 1198. Also, in light of LINKS’s failure to provide Ms. Chand and other aggrieved employees with second 30-minute meal periods to which they were entitled, LINKS kept no records of meal start and end times for second meal periods.

Because LINKS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Chand and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Chand and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Chand and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, LINKS failed to pay Ms. Chand and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

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

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

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

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

Thus, LINKS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Chand and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” LINKS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Chand’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Chand seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Chand acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against LINKS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

Best Regards,



Sairah Budhwani

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

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

4589 0700 5270 0200 0046 02



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

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OFFICIAL USE

CHAND V. QUEEN

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

COMPLETE INFORMATION

1. Complete return address
2. Postage paid and delivery point (the source)

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

COMPLETE INFORMATION ON DELIVERY

3. Signature

X

4. Restricted Delivery

5. To deliver address different from that of
the return address, address return ☐ No ☐ Yes



95980 54012 89005 40005 59892 82

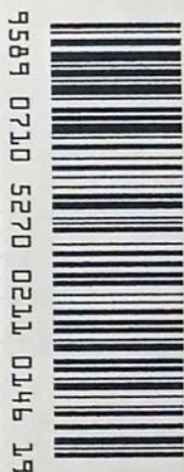
6. Service type (Priority Mail, Registered Mail, etc.)

4589 0700 5270 0200 0046 02

7. Signature (Required for Registered Mail)

Domestic Return Receipt

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

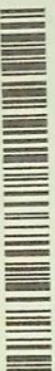


Links Healthcare Group LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

SENDER: COMPLETE THIS SECTION

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

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



9590 9402 8803 4005 5692 75

2 Article Number (Transfer from service label)

9589 0710 5270 0211 0146 19

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

iii Restricted Delivery

Domestic Return Receipt

9589 0710 5270 0211 0146 19

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Certified Mail Fee

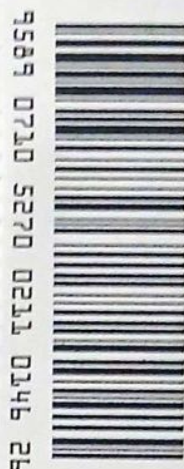
CHAND V. QUEEN

Extra Services & Fees (check box, add dollar amount in parentheses)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

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

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

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



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

9589 0710 5270 0211 0146 26

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CHAND V. QUEEN

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

SENDER: COMPLETE THIS SECTION

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

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



9590 9402 8803 4005 5692 68

2 9589 0710 5270 0211 0146 26

3. Service Type

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

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

1 Restricted Delivery

Domestic Return Receipt

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

Return to sender if undeliverable. See reverse for instructions.

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



9589 0710 5270 0211 0146 57

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

SENDER: COMPLETE THIS SECTION

☐ Complete items 1, 2, and 3.
☐ Print your name and address on the reverse so that we can return the card to you.

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

9590 9402 8803 4005 5692 37

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0146 57

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COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Restricted Delivery

Domestic Return Receipt

9589 0710 5270 0211 0146 57

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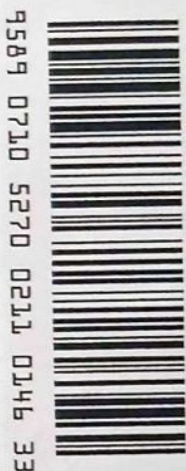
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CHAND V. QUEEN

Chesapeake Bay Holdings LLC
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SAN DIEGO, CA 92127

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Los Angeles, CA. 90067



9589 0710 5270 0211 0146 33

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

SENDER: COMPLETE THIS SECTION

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

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



9590 9402 8803 4005 5692 51

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0146 33

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

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

Domestic Return Receipt

9589 0710 5270 0211 0146 33

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CHAND V. QUEEN

- ☐ Extra Services & Fees (check box, or return Receipt (hardcopy))
- ☐ Return Receipt (hardcopy)
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery

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

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Los Angeles, CA. 90067



9589 0710 5270 0211 0146 40

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

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

1
Bristol Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

2
Article Number (Transfer from service label)
9589 0710 5270 0211 0146 40

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name)

C. Date of Delivery

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail

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

Restricted Delivery

Domestic Return Receipt

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Certified Mail Fee

Extra Services & Fees (Printed box):
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery

CHAND V. QUEEN

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

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1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0146 64

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

SENDER: COMPLETE THIS SECTION

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

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



9590 9402 8803 4005 5692 20

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0146 64

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
- ☒ X ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

If YES, enter delivery address below:

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

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Danube River Holdings LLC
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SAN DIEGO, CA 92127

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

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Extra Services & Fees (check box, or
insert Receipt number)

CHAND V. QUEEN

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

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SENDER: COMPLETE THIS SECTION

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

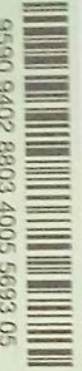
Received by (Printed Name)

G. Date of Delivery

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

3. Service Type

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



9590 9402 8803 4005 5693 05

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0146 88

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Los Angeles, CA. 90067



9589 0710 5270 0211 0146 95

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

9589 0710 5270 0211 0146 95

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Certified Mail Fee

CHAND V. QUEEN

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

Extra Services & Fees (check box, add \$)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Postage \$
Total Fee \$
Sent To \$
Street Address
City, State

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

SENDER: COMPLETE THIS SECTION

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

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

Service Type

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

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

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0146 95

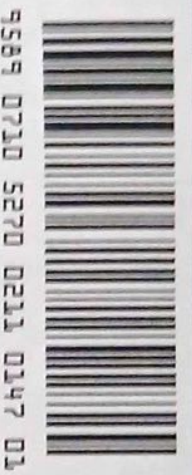
Over \$500

Restricted Delivery

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1875 Century Park, East, 1000
Los Angeles, CA 90067



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

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

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SENDER: COMPLETE THIS SECTION

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

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

COMPLETE THIS SECTION ON DELIVERY

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

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



9590 9402 8803 4005 5693 29

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0147 01

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

stricted Delivery

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

Domestic Return Receipt

9 589 0720 5270 0211 0147 18

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

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY							
■ Complete Items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> A. Signature X </td> <td style="width: 50%; padding: 5px;"> ☐ Agent ☐ Addressee </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> Received by (Printed Name) </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> C. Date of Delivery </td> </tr> </table>		A. Signature X	☐ Agent ☐ Addressee	Received by (Printed Name)		C. Date of Delivery	
A. Signature X	☐ Agent ☐ Addressee								
Received by (Printed Name)									
C. Date of Delivery									
Jackson River Holdings, LLC 16544 FRANZEN FARM RD SAN DIEGO, CA 92127		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Is delivery address different from Item 1? If YES, enter delivery address below: </td> <td style="width: 50%; padding: 5px;"> ☐ Yes ☐ No </td> </tr> </table>		Is delivery address different from Item 1? If YES, enter delivery address below:	☐ Yes ☐ No				
Is delivery address different from Item 1? If YES, enter delivery address below:	☐ Yes ☐ No								
2. Article Number (Transfer from service label) 9590 9402 8803 4005 5693 36		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery </td> <td style="width: 50%; padding: 5px;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table>		Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery				
Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery								
9589 0720 5270 0211 0147 18		cited Delivery							

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee)
☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Restricted Mail Insurance (see instructions)

Postage

Other

Total

Cent

City

CHAND V. QUEEN

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

PS Form 3800, January 2002 PSN 7530-02-000-9047 See Reverse for Instructions

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



9589 0710 5270 0211 0147 25

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

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Certified Mail Fee

Extra Services & Fees (check box, add fee)

☒ Return Receipt (hardcopy) \$ 3.00

☐ Return Receipt (electronic) \$ 0.00

☐ Signature Confirmation[™] \$ 0.00

☐ Registered Mail[™] \$ 0.00

☐ Insured Mail[®] \$ 0.00

☐ Priority Mail Express[®] \$ 0.00

☐ Signature Confirmation[™] Restricted Delivery \$ 0.00

CHAND V. QUEEN

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

City

State

Zip

PS Form 3800, January 2023 PSN 7530-02-000-9007 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

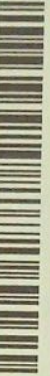
- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you!

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

COMPLETE THIS SECTION ON DELIVERY

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

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



9590 9402 8803 4005 5693 43

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0147 25

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

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

Domestic Return Receipt

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



9589 0710 5270 0211 0147 32

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

SENDER: COMPLETE THIS SECTION

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

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



9590 9402 8803 4005 5693 50

Article Number (Transfer from service label)

9589 0710 5270 0211 0147 32

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ C. \$

☐ A. \$

☐ A. \$

Postage \$

Total \$

Sent \$

City, State, ZIP+4

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

CHAND V. QUEEN

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

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

9589 0710 5270 0211 0147 49

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

9589 0710 5270 0211 0147 49

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

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

OFFICIAL USE

Signature of Addressee
CHAND V. QUEEN

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

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

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

9590 9402 8803 4005 5693 67

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0147 49

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name) C. Date of Delivery

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

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

Domestic Return Receipt

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



9589 0710 5270 0211 0147 56

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

9589 0710 5270 0211 0147 56

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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee)
• Return Receipt (hardcopy) \$
• Return Receipt (electronic) \$

CHAND V. QUEEN

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

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

SENDER: COMPLETE THIS SECTION

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

See Back for more sections that need to exist

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

C. Date of Delivery

☐ Agent
☐ Addressee

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

3. Service Type

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

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



9590 9402 8803 4005 5693 74

9589 0710 5270 0211 0147 56

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

Domestic Return Receipt

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



9589 0710 5270 0211 0147 63

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

9589 0710 5270 0211 0147 63

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

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

Certified Mail Fee

CHAND V. QUEEN

Extra Services & Fees (check box, add)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

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

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

SENDER: COMPLETE THIS SECTION

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

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



9590 9402 8803 4005 5693 81

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0147 63

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt

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

CERTIFIED MAIL



9589 0710 5270 0211 0147 70

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

9589 0710 5270 0211 0147 70

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

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

Official Mail Form

Extra Services & Fees (check box, and fee)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

CHAND V. QUEEN

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

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

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
X
- Agent
□ Addressee

Received by (Printed Name)

C. Date of Delivery

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



9590 9402 8803 4005 5693 98

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0147 70

Service Type

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

Printed Delivery

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

Domestic Return Receipt

1 **PROOF OF SERVICE**

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

5 On **June 23, 2025**, I served the document described as **FIRST AMENDED CLASS**
6 **ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE**
7 **ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on
8 the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓]
9 to interested parties as follows [or] [] as stated on the attached service list:

10 Links Healthcare Group, LLC
11 16544 FRANZEN FARM RD
12 SAN DIEGO, CA 92127

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

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

19 [] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
20 electronically via OneLegal eService to the individuals listed above, as they exist on
21 that database. This will constitute service of the document(s).

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed on **June 23, 2025**, at Los Angeles, California.

24
25
26 Sophia Flores
27 Type/Print Name

28

Signature