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By: T. Dyer Deputy

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com

Ryan T. Kuhn [CSB No. 324538]
ryan@sullivanlawgroupapc.com

Cody D. Archer [CSB No. 361361]
cody@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC

2330 Third Avenue

San Diego, California 92101

(619) 702-6760 * (619) 702-6761 FAX

Attorneys for Plaintiff JANE ROWE in a Representative capacity, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

JANE ROWE in a Representative capacity,
and on behalf of other members of the
general public similarly situated,

Plaintiff,

v.

REGENCY PLACE ACQUISITION, LLC ,
a California Limited Limited Company;
REGENCY PLACE ACQUISITION OPCO,
LLC, a California Limited Liability
Company; REGENCY PLACE
ACQUISITION HOLDCO, LLC, a
California Limited Liability Company;
ALTA SENIOR LIVING, INC, a California
Corporation; and DOES 1-10, inclusive

Defendants

CASE NO. **25CV014617**

COMPLAINT FOR:

- 1. MEAL AND REST PERIOD VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
- 2. MINIMUM WAGE VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
- 3. OVERTIME VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
- 4. WAGE STATEMENT VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
- 5. FAILURE TO REIMBURSE PURSUANT TO LABOR CODE § 2698 et seq.**
- 6. FAILURE TO PAY WAGES UPON SEPARATION PURSUANT TO LABOR CODE § 2698 et seq.**

COMES NOW Plaintiff JANE ROWE ("Plaintiff"), in a Representative capacity, on behalf of all aggrieved employees, and on behalf of other members of the general public similarly situated, and alleges for her complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s). Also, the Ninth Circuit has recently held that, for purposes of establishing federal diversity jurisdiction, penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") may **not** be aggregated. *Urbino v. Orkin Servs. of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiff's injuries occurred in the County of Sacramento, State of California.
3. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant REGENCY PLACE ACQUISITION, LLC (Referred to herein as "Defendants" or "RPA"), was and is a California Limited Liability Company doing business throughout the state, including the County of Sacramento, State of California. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, REGENCY PLACE ACQUISITION OPCO, LLC (Referred to herein as "Defendants" or "RPA"), was and is a California Limited Liability Company doing business throughout the state, including the County of Sacramento, State of California. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, REGENCY PLACE ACQUISITION HOLDCO, LLC (Referred to herein as "Defendants" or "RPA"), was and is a California Limited Liability Company doing business throughout the state, including the County of Sacramento, State of California. Plaintiff is informed and believes and thereon

1 alleges that at all relevant times mentioned herein, ALTA SENIOR LIVING, INC (Referred
2 to herein as "Defendants" or "RPA"), was and is a California Corporation doing business
3 throughout the state, including the County of Sacramento, State of California. Accordingly,
4 Plaintiff will seek leave of court to amend this complaint to allege their true names and
5 capacities after the same have been ascertained.

- 6 4. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
7 Defendants are responsible in some manner for the wrongs and damages as herein alleged, and
8 in so acting was functioning as the agent, servant, partner, and employee of the co-defendants,
9 and in doing the actions mentioned below, was acting within the course and scope of his or her
10 authority as such agent, servant, partner, and employee with the permission and consent of the
11 co-defendants. Plaintiff's injuries as herein alleged were proximately caused by said
12 defendants. Wherever it is alleged herein that any act or omission was done or committed by
13 any specially named Defendant or Defendants, Plaintiff intends thereby to allege and does
14 allege that the same act or omission was also done and committed by each and every defendant
15 named as a DOE, both separately and in concert with the named Defendant or Defendants.
- 16 5. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them,
17 including DOES 1 through 10, are and at all times herein mentioned were either individuals,
18 sole proprietorships, partnerships, registered professionals, corporations, alter egos or other
19 legal entities which were licensed to do and/or were doing business in the County of
20 Sacramento, State of California at all times relevant to the subject matter of this action.

21 **FACTUAL BACKGROUND**

- 22 6. Plaintiff was employed by Defendants from approximately June 2012 through April 26, 2024.
23 Throughout her employment with Defendants, Plaintiff has performed her job in a capable, and
24 competent manner.
- 25 7. Throughout the term of their employment, Plaintiff and all other aggrieved employees were,
26 and currently are, denied the benefits and protections of the Labor Code due to Defendants'
27 institutionalized pay practices, standard as to all of Defendants' California-based employees.
- 28 8. On April 10, 2025, counsel for Plaintiff prepared and submitted via online filing a letter to the

1 California Labor & Workforce Development Agency (“LWDA”). A copy of the letter was
2 mailed to Defendants, via USPS Certified Mail. The letter contained the specific provisions
3 of the California Labor Code and Business and Professions Code violated by Defendants, as
4 well as the facts and theories in support of Plaintiff’s claims. (Please see **Exhibit 1**, a true and
5 correct copy of this letter.)

- 6 9. The statutory time period for the LWDA to investigate and/or respond, and for the employer
7 to respond, has concluded.

8 **REPRESENTATIVE ALLEGATIONS**

- 9 10. As more specifically set forth below, Plaintiff brings this action in a representative capacity on
10 behalf of all current and former aggrieved employees of Defendants. Code Civ. Proc. § 2699;
11 *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-981. Plaintiff is proceeding in a
12 representative capacity under PAGA. Throughout the operative limitations period, Plaintiff and
13 all other aggrieved employees were denied the protections and benefits of the Labor Code due
14 to Defendants’ standard practices. Throughout their employment, Plaintiff and all other
15 aggrieved employees were and are denied full and accurate compensation, including overtime
16 compensation, in violation of, *inter alia*, Labor Code sections 510, 1194, and 1197. Plaintiff
17 and the other aggrieved employees were and are denied Meal and Rest Periods and Meal and
18 Rest Period payments, in violation of, *inter alia*, Labor Code sections 226.7 and 512.
19 Defendants failed to furnish accurate itemized wage statements in violation of, *inter alia*,
20 Labor Code section 226. Defendants failed to reimburse Plaintiff and other aggrieved
21 employees for necessary business expenditures in violation of, *inter alia*, Labor Code section
22 2802. Defendants failed to provide all compensation due at termination of employment in
23 violation of, *inter alia*, Labor Code sections 201 through 203.

- 24 11. Plaintiff brings this action on the grounds that she and other current and former aggrieved
25 employees of Defendants were and are improperly denied the mandated wages resulting from
26 the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The
27 number of current and former aggrieved employees is believed to be One Hundred and Twenty
28 (120) members.

- 1 12. The approximately One Hundred and Twenty (120) aggrieved employees are comprised of
2 Defendants' current or former California-based employees.
- 3 13. The questions of law and fact common to all aggrieved employees arising from Defendants'
4 actions include, among others, the following:
- 5 a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and
6 double time wages due and owing to them;
 - 7 b. Whether Defendants failed to pay its employees all compensation due and owing at
8 termination of employment;
 - 9 c. Whether Defendants failed to provide its employees with statutorily-compliant Meal
10 and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and
11 226.7, in that Defendants' written policies are not compliant with California law, and
12 Defendants do not allow its employees duty-free Meal and/or Rest Periods on occasion;
 - 13 d. Whether Defendants failed to properly provide Meal and Rest Period Premiums in
14 accordance with law;
 - 15 e. Whether Defendants failed to properly calculate and pay its employees overtime
16 compensation or Meal and Rest Period Premiums in accordance with law by failing to
17 properly calculate, into the Regular Rate of Pay, the value of all employee benefits and
18 other non-discretionary compensation; and
 - 19 f. Whether Defendants failed to properly reimburse its employees for necessary business
20 expenditures for, *inter alia*, cell phone costs and other work supplies, in violation of
21 Labor Code section 2802.
- 22 14. At all times mentioned herein, Defendants were subject to the Labor Codes and Industrial
23 Welfare Commission Wage Orders of the State of California, including, but not limited to,
24 California Labor Code section 2698 *et seq.*
- 25 15. At all times mentioned herein, Defendants are and were "employers" as that term is used
26 within the relevant sections of the California Labor Code.
- 27 16. Plaintiff has exhausted her administrative remedies and pre-filing requirements pursuant to
28 California Labor Code section 2699.3, and has also fulfilled all notice requirements under the

1 statute.

- 2 17. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were
3 denied the protections and benefits of the Labor Code and IWC Wage Order(s) due to
4 Defendants' standard practices. Said violations are set forth below.

5 **FIRST CAUSE OF ACTION**
6 **Meal and Rest Period Violations Pursuant to Labor Code § 2698 et seq.**
7 **Representative Action**
8 **(By Plaintiff against Defendants and DOES 1 through 10)**

- 9 18. Plaintiff hereby incorporates by reference paragraphs 1 through 17 as though fully set forth
10 herein.

- 11 19. Labor Code section 1198 states:

12 The maximum hours of work and the standard conditions of labor fixed
13 by the commission shall be the maximum hours of work and the
14 standard conditions of labor for employees. The employment of any
15 employee for longer hours than those fixed by the order or under
16 conditions of labor prohibited by the order is unlawful.

17 Defendants violated this section by establishing working conditions below the standard of the
18 applicable Wage Order.

- 19 20. Under applicable California law, "An employer may not employ an employee for a work period
20 of more than five hours per day without providing the employee with a Meal Period of not less
21 than 30 minutes [...] An employer may not employ an employee for a work period of more than
22 10 hours per day without providing the employee with a second Meal Period of not less than
23 30 minutes" Lab. Code § 512(a); see also 8 Cal. Code Regs. § 11050 (11)(A).

- 24 21. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the Meal
25 Period shall be considered an "on duty" Meal Period and counted as time worked. 8 Cal. Code
26 Regs. § 11050 (11).

- 27 22. California law requires employers to provide nonexempt employees with a 10-minute Rest
28 Period for every four hours worked, or "major fraction thereof." 8 Cal. Code Regs. § 11050
(11).

- 29 23. An employer who fails to provide Meal or Rest Periods as required by an applicable Wage
30 Order must pay the employee one additional hour of pay at the employee's regular rate of pay

for each workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11050 (11), (12).

24. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period policies.

25. For example, Defendants do not possess a legal Meal Period policy or legal Rest Period policy, and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods or Rest Periods. As an example, Regency Time Records (produced by Regency) show that on April 21, 2024, Ms. Rowe started a shift at 5:49 a.m. and then ended this shift at 12:00 p.m. On this date, Ms. Rowe **worked a shift lasting 6 hours and 11 minutes** without receiving a Meal Period. (Please see **Exhibit 1; therein A**).

26. Defendants would also pressure employees to either skip, or cut short, Meal Periods and Rest Periods, based on workload volume and coverage issues.

27. In addition, Defendants had notice of Plaintiff working outside of her scheduled and/or reported hours, as well as within Meal and Rest Periods, but failed to provide any compensation for this work-time.

28. Defendants willfully failed and refused to pay Plaintiff and all other aggrieved employees one additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period was not provided, as required by Labor Code section 226.7 and IWC Wage Order 5 § (11), (12).

29. Any payments made by Defendants for non-compliant Meal Periods were not paid at the employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage Orders. Instead, these payments were made at an employee's base rate and did not include the value of, *inter alia*, all actual compensation owed, and/or all employee benefits such as, for example, non-discretionary compensation and other employee benefits.

30. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

31. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on

1 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,
2 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
3 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
4 Prayer For Relief.

5 32. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
6 pursuant to Labor Code sections 2699(a) for each of these employees.

7 33. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
8 section 2699(g)(1).

9 **SECOND CAUSE OF ACTION**
10 **Minimum Wage Violations Pursuant to Labor Code § 2698 et seq.**
11 **Representative Action**
12 **(By Plaintiff against Defendants and DOES 1 through 10)**

13 34. Plaintiff hereby incorporates by reference paragraphs 1 through 33 as though fully set forth
14 herein.

15 35. Defendants failed to pay its employees all compensation due in violation of, among other
16 statutes, Labor Code section 1197. California law holds that the failure to pay for any work
17 time constitutes a violation of minimum wage laws. *Armenta v. Osmose, Inc.*, (2005) 135 Cal.
18 App.4th 314, 323. These violations were caused by and through Defendants' failure to
19 maintain accurate Time Records (as required by California law), to the detriment of the
20 employees. Specifically, although Defendants would receive "to-the-minute" start and end
21 times (from their employees' mandated timekeeping practices), Defendants would thereafter
22 alter - and deduct time from - the Time Records, prior to payment of compensation to the
23 employees. Additionally, the right to receive the proper minimum wage compensation was
24 impacted by Defendants knowingly failing to consider other work performed by the employees,
25 including all time employees were under Defendants' control. These actions, and instructions,
26 caused the employees to lose compensation, including proper minimum wage compensation
27 and overtime compensation.

28 36. As a result of Defendants' failure to comply with the provisions of the Labor Code, Plaintiff
and all other aggrieved employees have been damaged in an amount to be proven at trial.

1 37. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
2 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,
3 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
4 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
5 Prayer For Relief.

6 38. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
7 pursuant to Labor Code sections 2699(a) for each of these employees.

8 39. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
9 section 2699(g)(1).

10 **THIRD CAUSE OF ACTION**
11 **Overtime Violations Pursuant to Labor Code § 2698 et seq.**
12 **Representative Action**
13 **(By Plaintiff against Defendants and DOES 1 through 10)**

14 40. Plaintiff hereby incorporates by reference paragraphs 1 through 39 as though fully set forth
15 herein.

16 41. Defendants failed to pay Plaintiff and all other aggrieved employees all compensation,
17 including overtime compensation, due in violation of, among other statutes, Labor Code
18 section 510. These violations occurred due to Defendants' illegal policies, referenced above,
19 whereby employees experienced monetary under-compensation. The systematic failure to
20 provide proper overtime compensation is a violation of California law.

21 42. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring
22 certain compensation when calculating the Regular Rate of Pay including, but not limited to,
23 various forms of bonus and/or incentive pay, and the value of employee benefits and employee
24 discounts, in violation of Labor Code section 510.

25 43. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
26 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
27 proved at trial.

28 44. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,

1 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
2 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
3 Prayer For Relief.

4 45. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
5 pursuant to Labor Code sections 2699(a) for each of these employees.

6 46. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
7 section 2699(g)(1).

8 **FOURTH CAUSE OF ACTION**
9 **Wage Statement Violations Pursuant to Labor Code § 2698 et seq.**
10 **Representative Action**
11 **(By Plaintiff against Defendants and DOES 1 through 10)**

12 47. Plaintiff hereby incorporates by reference paragraphs 1 through 46 as though fully set forth
13 herein.

14 48. Defendants failed to provide Plaintiff and all other aggrieved employees with accurate itemized
15 wage statements in violation of, among other statutes, Labor Code section 226. These
16 violations include, but are not limited to, Defendants' failure to accurately identify all
17 applicable regular and overtime (including double-time) rates of pay in violation of section
18 226(a)(9), and providing inaccurate representations of both "gross" and "net wages."
19 Defendants also failed to accurately list "all applicable hourly rates in effect during the pay
20 period and the corresponding number of hours worked at each hourly rate," in violation of
21 226(a)(9). Defendants also failed to provide an accurate showing of the "total hours worked,"
22 in violation of Labor Code section 226(a)(2). For example, Defendants had notice of
23 employees working outside of their scheduled and/or reported hours, as well as within Meal
24 and Rest Periods, but did not provide compensation.

25 49. Further, the Defendants' wage statement listings are confusing and employees cannot readily
26 ascertain their total hours worked, applicable rates, and all gross and net wages. As one
27 example, Defendants are apparently using a time calculating system other than "minutes", but
28 without explanation to the employees within the wage statement.

50. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor

1 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
2 proven at trial.

3 51. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
4 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,
5 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
6 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
7 Prayer For Relief.

8 52. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
9 pursuant to Labor Code sections 2699(a) for each of these employees.

10 53. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
11 section 2699(g)(1).

12 **FIFTH CAUSE OF ACTION**
13 **Failure to Reimburse Pursuant to Labor Code § 2698 et seq.**
14 **Representative Action**
(By Plaintiff against Defendants and DOES 1 through 10)

15 54. Plaintiff hereby incorporates by reference paragraphs 1 through 53 as though fully set forth
16 herein.

17 55. Defendants failed to reimburse their employees for all necessary business expenditures
18 incurred in direct consequence of the discharge of their duties in violation of, among other
19 statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendants'
20 standard policies which require its employees to incur mileage and to use their own cell phones
21 for work-related purposes, without reimbursement.

22 56. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
23 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
24 proven at trial.

25 57. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
26 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,
27 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
28 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below

1 Prayer For Relief.

2 58. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
3 pursuant to Labor Code sections 2699(a) for each of these employees.

4 59. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
5 section 2699(g)(1).

6 **SIXTH CAUSE OF ACTION**
7 **Failure to Pay Wages Upon Separation Pursuant to Labor Code § 2698 et seq.**
8 **Representative Action**
9 **(By Plaintiff against Defendants and DOES 1 through 10)**

10 60. Plaintiff hereby incorporates by reference paragraphs 1 through 59 as though fully set forth
11 herein.

12 61. Defendants failed to provide Plaintiff and other aggrieved employees with all wages earned and
13 unpaid at termination in violation of, among other statutes, Labor Code sections 201 through
14 203. These violations resulted from, among other unlawful actions, Defendants' willful failure
15 to provide accurate and complete compensation to aggrieved employees under Labor Code
16 sections 226.7, 510, 512, 1197, and 2802, as set forth above.

17 62. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
18 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
19 proven at trial.

20 63. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
21 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,
22 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
23 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
24 Prayer For Relief.

25 64. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
26 pursuant to Labor Code sections 2699(a) for each of these employees.

27 65. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
28 section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of all aggrieved employees, prays for judgment as follows:

1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code section 2699(g)(1);
2. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2); and
3. For such other relief as the Court deems just and proper.

Dated: June 20, 2025

SULLIVAN & YAECKEL LAW GROUP, APC

Ryan Kuhn

Eric K. Yaeckel
Ryan T. Kuhn
Cody D. Archer
Attorneys for Plaintiff JANE ROWE in a
Representative capacity, and on behalf of other
members of the general public similarly situated

Exhibit 1

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

April 10, 2025

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: **Jane Rowe v. Regency Place Acquisition, LLC; Regency Place Acquisition Opco, LLC; Regency Place Acquisition Holdco, LLC; Alta Senior Living, Inc.; and Alta Senior Living, LLC**
Our File No.: 7467

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Regency Place Acquisition, LLC; Regency Place Acquisition Opco, LLC; Regency Place Acquisition Holdco, LLC; Alta Senior Living, Inc.; and Alta Senior Living, LLC; (hereinafter collectively referred to as “Regency”), in the above referenced matter. This “written notice” is filed on behalf of Jane Rowe (hereinafter referred to as “Plaintiff” or “Ms. Rowe”) and all current and former non-exempt employees employed by Regency. Thank you for your assistance and instruction on this issue.

Please Note: In providing said notice, Plaintiff intends to proceed in a “representative capacity only.” Plaintiff is not seeking any individual relief. This is consistent with recent California Court of Appeal precedent. See *Balderas v Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533; and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69. However, Plaintiff is also aware of a potentially conflicting Court of Appeal Opinion in *Leeper v. Shipt, Inc.* (2024) Second Dist, Div One, Case No. B339670. The *Leeper* Court required a PAGA Plaintiff to proceed on a representative and individual basis. Accordingly, Plaintiff has also provided notice herein of individual labor code violations experienced by Plaintiff. Plaintiff will pursue penalties for these individual violations only in the event that future precedent, or a ruling from the Court, requires that Plaintiff proceed in an individual and representative basis.

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The specific provisions alleged to have been violated by Regency are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 510, 511, 512, 1194, and 2802, as well as IWC Wage Order 5, and/or any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11050 *et seq.*, or any other applicable wage orders.

Facts and theories supporting the allegations: Ms. Rowe was employed as an employee for Regency from approximately June, 2012 through April 26, 2024.

Throughout the term of Plaintiff's employment, Regency required Plaintiff and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Regency failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 204, 1194, 510, IWC Wage Order 5, and/or any other applicable wage orders. This illegal action is due, in part, to Regency's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Regency would instruct Plaintiff to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Regency would often require Plaintiff to work extended hours (beyond scheduled hours), without compensation. Plaintiff would routinely arrive an hour early for work several times per week to prepare for activities and events scheduled throughout the day and run errands to the store for the kitchen staff. Plaintiff was instructed not to clock in early, in order to avoid accruing Overtime. Further, Regency would regularly contact Plaintiff outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.
- Additionally, among other issues, Regency has notice of Plaintiff, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Plaintiff would miss up to four Meal Periods per week because she was busy taking residents to appointments or other activities, she was instructed to write these Meal Periods in manually on her timecard at the end of the week and sign her name even though she did not experience compliant Meal Periods. Plaintiff was frequently scheduled to be "On Call" outside of when her work shifts ended, but was never compensated for this time. Further, Regency failed to properly calculate and pay overtime at the actual overtime rate of pay, as Regency ignores certain compensation, like "Incentive Pay" and "Bonus" pay when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- Regency failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 5, and/or any other applicable wage orders. For example, Regency does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy the employees were on a given day. As an example, Regency Time Records (produced by Regency) show that on April 21, 2024, Ms. Rowe started a shift at 5:49 a.m. and then ended this shift at 12:00 p.m. On this date, Ms. Rowe **worked a shift lasting 6 hours and 11 minutes** without receiving a Meal Period. (Please see **Exhibit A**).
- Regency would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or residents at all times. Regency has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added. Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Regency failed to pay Meal Period Premiums at the proper rate, as Regency fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.
- Regency required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Regency would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.

- Regency illegally retained control over its employees during Meal Periods. For example, Regency required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- Regency failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 5, and/or any other applicable wage orders. For example, Regency does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. Regency makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Regency would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors and/or residents at all times. Regency has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Regency would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Regency required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Regency would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Plaintiff was required to respond to supervisors and/or residents Rest Periods.
- Finally, Regency illegally retained control over its employees during Rest Periods. For example, Regency required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- Regency violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Plaintiff and other employees were not compensated for all hours worked (due in part to Regency’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- Regency violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Regency (a) would

not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Regency would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Regency violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Regency does not explain how its system describes “time worked” on the Wage Statement itself. As one example, for the pay period ending January 15, 2024 Regency Wage Statements indicate Ms. Rowe was paid for “6.83” regular hours. (Please see **Exhibit B**). As such, Plaintiff cannot “readily ascertain” what these figures mean. This is because Regency is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.83”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Regency failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- Regency failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Plaintiff and other non-exempt employees, including expenses for cell-phone costs.

Willful Failure to Provide All Compensation to Ex-Employees

- Regency failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Regency failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

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To confirm, Regency is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Eric K. Yaeckel, Esq.

Via Certified U.S. Mail

CSC-LAWYERS INCORPORATING SERVICE

Agent of Service of Process for
Regency Place Acquisition, LLC
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

CSC-LAWYERS INCORPORATING SERVICE

Agent of Service of Process for
Regency Place Acquisition Opco, LLC
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

CSC-LAWYERS INCORPORATING SERVICE

Agent of Service of Process for
Regency Place Acquisition Holdco, LLC
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

CSC-LAWYERS INCORPORATING SERVICE

Agent of Service of Process for
Alta Senior Living, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

WARREN J. KESSLER

Agent of Service of Process for
Alta Senior Living, LLC
1900 Avenue Of The Stars, Ste. 2100
Los Angeles, CA 90067

Exhibit A

4/24/24, 11:54 AM

TimeTender

↔ X

ROWE JANE [0422]

Approve Calendar

Transactions as of 04/24 11:48

Type	Day	Time	Code/Net
IN	16	0654a	
OUT*	16	1030a	03.60
IN *	16	1100a	
OUT	16	0332p	04.53
IN	17	0652a	
OUT	17	1134a	04.70
IN	17	1204p	
OUT	17	0326p	03.37
IN	18	0703a	
OUT*	18	1030a	03.45
IN *	18	1100a	
OUT	18	0326p	04.43
IN	19	0658a	
OUT*	19	1030a	03.53
IN *	19	1100a	
OUT	19	0326p	04.43 (WK = 32.05)
IN	21	0549a	
OUT*	21	1200p	06.18
MSC	21	0100	
IN	23	0650a	
OUT*	23	1030a	03.67
IN *	23	1100a	
OUT	23	0327p	04.45
IN	24	0700a	
OUT*	24	1030a	03.50
IN *	24	1100a	(WK = 17.80)
Prd REG:	49.53	OT:	00.32 Other: 01.00
Ytd LVE:	00.00	SCK:	40.00 VAC: 08.00
Back Print Close			

(*) Asterisk indicates manual adjustment; (\$) = Pay, (#) = Units/pieces
WK = Weekly gross, auto adjusts not included

clock out 3:27pm
← - 4 hours

Thursday 4/25 8 hours
Friday 4/26 8 hours

Total Reg [69.53]

REGENCY PLACE ACQUISITION, LLC (2131A)

8190 ARROYO VISTA DRIVE
SACRAMENTO, CA 95823
000-000-0000

OASIS OUTSOURCING III, LLC
2054 VISTA PARKWAY STE 300
WEST PALM BEACH, FL 33411
OASIS SAN AQUA TEAM 888-827-1735

Voucher #: 007102 Sub Order: 1

Check Date	04-26-2024	Period Start	04-16-2024	Period End	04-30-2024	Check No.	580416-18
Employee ID	804696	Employee Name	JANE L ROWE	State Tax S/I	Method Of Payment	Hourly	

CURRENT EARNINGS DETAIL						DEDUCTIONS / TAXES		
Date	Description	Rate	Hours/Units	Amount	Hours Worked	Description	Amount	Y-T-D
04-24-2024	VAC PAY OUT	29.8700	21.32	630.63	0.00	VACAT	630.63	20.00
04-30-2024	REG PAY	29.8700	63.53	1908.83	63.53	DENTAL 125	0.00	168.00
04-30-2024	OT PAY	44.8050	0.22	11.34	0.22	MEDICAL 125	205.24	1,218.25
04-30-2024	MISSED HEAL BRK	29.8700	1.00	29.87	1.00	FEDERAL INCOME	39.66	297.18
						VEDICARE - EE	170.99	1,213.02
						SOCIAL SEC - EE	03.91	473.18
						CALIFORNIA TAX	30.34	225.43
						CALIFORNIA DISABILITY		

Totals:	92.17	2757.90	70.85
Type	DIRECT DEPOSIT	Amount	Net Pay
	48044	2,227.36	2,227.36
			Net Pay Y-T-D
			16,949.27

Y-T-D EARNINGS		Total:	2,227.36	PAID TIME OFF		Total:	530.54	7,528.57
Description	Amount	Description	C/D	Accrued	Used	Available	EMPLOYER CONTRIBUTIONS	
MISSED HEAL BRK	292.87							
OT PAY	1,381.79							
REG PAY	20,636.28							
VAC PAY	430.07							
SICK PAY	1,160.00							
VAC PAY OUT	636.83							

Totals:	24,477.34	** IMPORTANT NOTES **	Total:
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58041648

Oasis
A PAYCHEX company

REGENCY PLACE ACQUISITION, LLC
8190 ARROYO VISTA DRIVE
SACRAMENTO, CA 95823

04-28-2024

AMOUNT

** VOID **

Pay: Your net pay has been directly deposited into your bank account.

To The Order Of: JANE L ROWE
6920 DEMARET DR
SACRAMENTO, CA 95822

OASIS OUTSOURCING, LLC
2054 VISTA PARKWAY, SUITE 300
WEST PALM BEACH, FL 33411

JANE L ROWE
6920 DEMARET DR
SACRAMENTO, CA 95822

21315 MAIN 60
202421

Exhibit B

REGENCY PLACE ACQUISITION, LLC (21316)

0190 ARROYO VISTA DRIVE
SACRAMENTO, CA 95822
958-998-0000

OASIS OUTSOURCING LLC
2054 VISTA PARKWAY STE 300
WEST PALM BEACH, FL 33411
OASIS SHI AQUA TEAM 088-627-4735

Voucher #: 006804 Sub Order: 36

Employee ID	Employee Name	Check Date	Period Start	Period End	Check No
K94696	JANIE L ROWE	01-22-2024	01-01-2024	01-15-2024	57320004

Fed Tax S/A State Tax S/A Method Of Payment: Hourly

Charge Date	Description	CURRENT EARNINGS DETAIL				DEDUCTIONS / TAXES		
		Rate	Hours/Units	Amount	Hours Worked	Description	Amount	Y-T-D
01-15-2024	OFF PAY	215000	0.00	207.11	563	MEDICAL INS	12.00	965.00
01-15-2024	REG PAY	290000	74.00	2147.45	74.00	DENTAL INS	3.50	7.00
						VISION	107.92	186.62
						FEDERAL INCOME	25.22	65.00
						MEDICARE - EE	120.56	277.34
						SOCIAL SEC - EE	24.21	83.06
						CALIFORNIA TAX	21.61	42.31
						CALIFORNIA UNEMPLOYMENT		

Totals:		30.00	2344.56	80.00
Type	Amount	Net Pay		
48044	1,644.12	1,644.12		
Total:		Net Pay Y-T-D		
1,644.12		3,715.45		

Y-T-D EARNINGS				PAID TIME OFF			
Description	Amount	Description	C/O	Accrued	Used	Available	
MISSED MEAL DRK	29.00	SICK	0.00	24.00	0.00	24.00	
OT PAY	438.49	VACATION	5.00	63.96	62.31	0.65	
REG PAY	4,813.42	CRA22COVIDTEST	0.00	0.00	0.00	0.00	
VAC PAY	196.07		0.00	0.00	0.00	0.00	

Total:		800.44	1,763.53
EMPLOYER CONTRIBUTIONS			
Description	Amount	Y-T-D	

Total:	5,478.98	** IMPORTANT NOTES **	Total:
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57320004

Oasis
A PAYCHEX company

REGENCY PLACE ACQUISITION, LLC
8150 ARROYO VISTA DRIVE
SACRAMENTO, CA 95822

01-22-2024

AMOUNT

VOID **

Pay: Your net pay has been directly deposited into your bank account.

To The Order Of: JANIE L ROWE
6920 DEMARET DR
SACRAMENTO, CA 95822

OASIS OUTSOURCING, LLC
2054 VISTA PARKWAY, SUITE 300
WEST PALM BEACH, FL 33411

JANIE L ROWE
6920 DEMARET DR
SACRAMENTO, CA 95822

21316 MAIN 80
20242