

1 GRAHAMHOLLIS APC
Nathan J. Reese (SBN 283150)
2 nreese@grahamhollis.com
Alex M. Kuner (SBN 323194)
3 akuner@grahamhollis.com
Samara A. Bahu (SBN 351440)
4 sbahu@grahamhollis.com
3555 Fifth Avenue Suite 200
5 San Diego, California 92103
Telephone: 619.692.0800
6 Facsimile: 619.692.0822

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Clerk of the Superior Court
By B. Montijo ,Deputy Clerk

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 CLAYTON SNOW, an individual, on behalf
of himself and other aggrieved employees of
11 DEFENDANTS, and the State of California,

12 Plaintiff,

13 v.

14 VISTA WOODS HEALTH ASSOCIATES
15 LLC dba VISTA KNOLL SPECIALIZED
CARE FACILITY; THE ENSIGN GROUP,
16 INC.; ENSIGN SERVICES, INC.;
FLAGSTONE HEALTHCARE SOUTH
17 LLC; and DOES 1 through 50, inclusive,

18 Defendants.
19

Case No.: 25CU031741C

**COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (Labor Code §§ 2698 et seq.)**

20 Plaintiff CLAYTON SNOW ("Plaintiff"), on behalf of himself and all other aggrieved employees
21 of Defendants VISTA WOODS HEALTH ASSOCIATES LLC dba VISTA KNOLL SPECIALIZED
22 CARE FACILITY; THE ENSIGN GROUP, INC.; ENSIGN SERVICES, INC.; FLAGSTONE
23 HEALTHCARE SOUTH LLC; and DOES 1 through 50, inclusive (collectively "Defendants"), alleges as
24 follows:

25 **INTRODUCTION**

26 1. This enforcement action is brought by Plaintiff on behalf of the State of California and all
27 current and former non-exempt employees who performed work for Defendants in California during the
28 relevant time period (referred to herein as "Aggrieved Employees").

2. Through this action, Plaintiff alleges that Defendants have violated the California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage Orders by, among other things:

- a. Misclassifying employees as exempt;
- b. Failing to timely pay all minimum, regular, and/or contractual wages for all hours worked;
- c. Failing to timely pay all overtime and double time wages;
- d. Failing to provide legally compliant meal periods or compensation in lieu thereof;
- e. Failing to authorize and permit legally compliant rest periods or compensation in lieu thereof;
- f. Failing to furnish accurate itemized wage statements;
- g. Failing to maintain accurate employment records;
- h. Failing to reimburse necessary business expenses;
- i. Failing to timely pay all wages due and owing upon separation of employment and the required waiting time penalties; and
- j. Requiring employees to sign agreements containing provisions which are prohibited by law, including agreements regarding arbitration of sexual harassment claims.

3. By and through this enforcement action, Plaintiff seeks to recover all available remedies including, but not limited to, civil penalties, reasonable attorneys’ fees, and litigation costs, as provided under California law.

4. All allegations in this complaint are based upon information and belief except those allegations specifically pertaining to Plaintiff, which are based upon his personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 410.10 and Labor Code section 2698 *et seq.* Pursuant to Labor Code

1 section 2698 *et seq.*, Plaintiff brings this action in his representative capacity on behalf of himself and
2 other Aggrieved Employees, as defined herein.

3 6. This Court has personal jurisdiction over Defendants because Defendants conduct business
4 in the State of California and have caused injuries in San Diego County, as well as throughout the State
5 of California, through their acts and/or omissions, and by and through their violations of the Labor Code
6 and relevant IWC Wage Orders, as alleged herein.

7 7. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a)
8 and 395.5. Defendants, including each fictitiously named defendant, transact business in San Diego
9 County and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful
10 acts alleged herein have a direct effect on Plaintiff and other Aggrieved Employees within San Diego
11 County and the State of California.

12 **THE PARTIES**

13 **I. PLAINTIFF**

14 8. Plaintiff Clayton Snow at all material times mentioned herein:

- 15 a. Was and is a resident of the County of San Diego, California;
- 16 b. Was employed by Defendants from September 7, 2022 through June 5, 2024;
- 17 c. Was initially employed by Defendants as a Registered Nurse ("RN") and classified
18 as non-exempt from September 7, 2022 through November 30, 2023, starting at an
19 hourly rate of \$35.00 per hour;
- 20 d. Was promoted to Lead Registered Nurse ("Lead RN") and classified as exempt
21 from December 1, 2023 through June 5, 2024, earning an annual salary of \$89,440;
- 22 e. Regularly worked twelve (12) hour shifts, five (5) days per week;
- 23 f. Was misclassified as an exempt employee while working as Lead RN;
- 24 g. Has complied with all requirements outlined in Labor Code section 2698 *et seq.*;
- 25 and
- 26 h. Is an "aggrieved employee" within the meaning of Labor Code section 2699(c).

27 **II. DEFENDANTS**

28 9. Defendant Vista Woods Health Associates LLC dba Vista Knoll Specialized Care Facility

1 is a Nevada limited liability company authorized to do business, and actually doing business, in the State
2 of California. Vista Knoll Specialized Care Facility is a skilled nursing facility located in Vista, California.

3 10. Defendant The Ensign Group, Inc. is a Delaware corporation with its principal place of
4 business in San Juan Capistrano, California. The Ensign Group, Inc. is authorized to do business, and is
5 actually doing business, in the State of California. On information and belief, The Ensign Group, Inc.
6 owns, operates, manages and/or is otherwise affiliated with Vista Woods Health Associates LLC and over
7 300 healthcare facilities across the United States.

8 11. Defendant Ensign Services, Inc. is a California corporation with its principal place of
9 business in San Juan Capistrano, California. Ensign Services, Inc. is authorized to do business, and is
10 actually doing business, in the State of California. On information and belief, Ensign Services, Inc.
11 provides administrative support and services to Vista Woods Health Associates LLC and other healthcare
12 facilities affiliated with The Ensign Group, Inc.

13 12. Defendant Flagstone Healthcare South LLC is a Nevada limited liability company
14 authorized to do business, and actually doing business, in the State of California. On information and
15 belief, Flagstone Healthcare South LLC is a parent company of Vista Woods Health Associates LLC and
16 other skilled nursing facilities in Southern California, and is a subsidiary owned by The Ensign Group,
17 Inc.

18 13. The true names and capacities, whether individual, corporate, subsidiary, partnership,
19 associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore
20 sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff
21 will amend this Complaint, setting forth the true names and capacities of these fictitiously named
22 defendants when their true names are ascertained.

23 14. At all times mentioned herein, the acts alleged to have been done and/or caused by each
24 named defendant are also alleged to have been done and/or caused by each of the fictitiously named
25 defendants, and by each of their agents and/or employees who acted within the scope of their agency
26 and/or employment.

27 15. At all times mentioned herein, each defendant, including each fictitiously named
28 defendant, is believed to have acted individually or as an officer, agent, or employee of the other

1 defendants.

2 16. At all times mentioned herein, each defendant, including each fictitiously named
3 defendant, acted as an agent, servant, employee, co-conspirator, alter-ego, or joint venture of each of the
4 other defendants, and in doing the things alleged herein acted within the course and scope of such agency,
5 employment, alter-ego, or in furtherance of the joint venture.

6 17. At all times mentioned herein, the acts and/or omissions of each of the defendants,
7 including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions
8 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
9 causing the wrongful conduct, harm, and/or damages alleged herein. Each of the defendants, including
10 each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and every one
11 of the acts and/or omissions complained herein. Each defendant, including each fictitiously named
12 defendant, was and is acting with authority of each and every other defendant and/or are acting as agents
13 of each and every other defendant or Doe defendant.

14 18. At all times mentioned herein, each defendant, including each fictitiously named
15 defendant, acted as a joint employer and/or integrated enterprise with all operations being controlled by
16 The Ensign Group, Inc. and/or Ensign Services, Inc., which control the policies, payroll, and procedures
17 for Defendants.

18 19. Each Defendant also has the same or substantially the same officers as each other
19 Defendant.

20 20. Defendants all have the same agent for service of process, which is 1501 Corporation
21 Cogency Global Inc.

22 21. Defendants maintain a single website outlining all affiliated locations:
23 <https://ensigngroup.net/locations>.

24 22. Likewise, the contact for each location contains an email address with ensignservices.net
25 being the point of contact.

26 23. At all times mentioned herein, there was a unity of interest and ownership between each
27 defendant, including each fictitiously named defendant, such that all defendants acted as a single employer
28 of Plaintiff and all other Aggrieved Employees.

24. At all times mentioned herein, each defendant, including each fictitiously named defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff and all other Aggrieved Employees, including, but not limited to, implementing standard policies and procedures.

25. At all times mentioned herein, each defendant, including each fictitiously named defendant, had control over Plaintiff and all Aggrieved Employees.

26. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

27. Each defendant, including each fictitiously named defendant, is jointly and severally liable for the violations alleged herein.

FACTUAL ALLEGATIONS

28. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

29. Plaintiff was employed by Defendants from September 7, 2022 through June 5, 2024. During this period, Plaintiff initially worked as an RN from September 7, 2022 through November 30, 2023. As an RN, Plaintiff was classified by Defendants as a non-exempt employee, earned an hourly wage, and was paid on a bi-weekly basis.

30. On December 1, 2023, Plaintiff was promoted to the position of Lead RN, and remained in this position until June 5, 2024, when he resigned. As Lead RN, Plaintiff was classified by Defendants as an exempt employee, earned an annual salary, and was paid on a bi-weekly basis.

31. While working in the position of RN, Plaintiff was primarily responsible for administering medications (“med pass”), assessing patients, and monitoring patients overnight. Plaintiff was regularly responsible for as many as 200 patients during each shift.

32. While working in the position Lead RN, Plaintiff spent more than 50 percent of his working time performing the same job duties of an RN, including med pass and monitoring and assessing patients. Plaintiff spent a small portion of his time assisting the Assistant Director of Nursing with audits, preparing for state surveys, and ensuring compliance with state regulations.

33. Despite classifying Plaintiff as an exempt employee following his promotion to Lead RN,

1 Defendants continued to require Plaintiff to perform the same non-exempt duties he had performed as an
2 RN. Plaintiff's promotion did not substantially change his job duties or level of discretion and independent
3 judgment.

4 34. At all relevant times, Defendants employed, and continue to employ, other Aggrieved
5 Employees in California.

6 35. Defendants denied and continue to deny Plaintiff and other Aggrieved Employees the
7 rights afforded to them under the California Labor Code and applicable IWC Wage Order. Specifically,
8 Plaintiff asserts that Defendants failed to provide meal periods and/or timely pay premium wages; failed
9 to provide rest periods and/or timely pay premium wages; failed to timely pay all minimum, regular,
10 contractual, overtime, and/or double time wages; failed to furnish accurate itemized wage statements;
11 failed to maintain accurate records; failed to reimburse necessary business expenses; failed to timely pay
12 all wages due during and upon separation of employment and the required waiting time penalties; and
13 required employees to sign an arbitration agreement containing an unlawful provision regarding
14 arbitration of sexual harassment claim.

15 36. Defendants had and continue to have a policy and/or practice of not providing Plaintiff and
16 other Aggrieved Employees with the opportunity to take a thirty-minute, off-duty, uninterrupted meal
17 period that was free from the employer's control when they worked more than six hours in a day.
18 Defendants further had and continue to have a policy and/or practice of not providing Plaintiff and other
19 Aggrieved Employees with the opportunity to take a second thirty minute, off-duty, uninterrupted meal
20 period that was free from the employer's control when the employee worked more than ten hours in a day.

21 37. Throughout Plaintiff's time of employment, Defendants maintained a policy and practice
22 of understaffing their facility, which prevented Plaintiff and other Aggrieved Employees from taking
23 legally compliant meal breaks. Due to the demands of patient care and insufficient staffing levels requiring
24 Plaintiff to remain on duty at all times, Plaintiff was routinely unable to take a thirty-minute, off-duty,
25 uninterrupted meal break.

26 38. Defendants further maintained a policy and practice of requiring Plaintiff and other
27 Aggrieved Employees to falsely clock out for meal periods while continuing to work. For instance,
28 Defendants required employees to clock out for their meal periods before the end of their fifth hour of

1 their shift to reflect a compliant meal period and to avoid having to pay a meal period premium wage.
2 Therefore, Plaintiff and other Aggrieved Employees would clock out for their meal periods but were
3 required to continue working.

4 39. Despite receiving late, short, interrupted, or no meal periods at all, Defendants required
5 Plaintiff and other Aggrieved Employees to clock out for meal breaks to show that they had taken a
6 compliant meal break.

7 40. Thus, as a result of Defendant's illegal policies, Plaintiff and other Aggrieved Employees
8 were denied the opportunity to take legally compliant meal periods in violation of the applicable IWC
9 Wage Order.

10 41. Due to Defendants' understaffing and the demands of patient care, Plaintiff and the
11 Aggrieved Employees were further not authorized or permitted by Defendants to take an off-duty,
12 uninterrupted, ten-minute rest period for every four hours worked or major fraction thereof. Thus, Plaintiff
13 and other Aggrieved Employees were not provided with legally compliant rest periods.

14 42. Although Plaintiff and Aggrieved Employees were not provided with compliant meal
15 periods and were not authorized and permitted to take compliant rest periods, Defendants did not timely
16 pay Plaintiff and, on information and belief, other Aggrieved Employees premium wages equivalent to
17 one additional hour of pay at their regular rate of pay for each day they were not provided with compliant
18 meal periods or were not authorized and permitted to take compliant rest periods. Therefore, Defendants
19 owe Plaintiff and, on information and belief, other Aggrieved Employees premium wages for each
20 workday that Plaintiff and other Aggrieved Employees were not provided with compliant meal periods
21 and/or rest periods.

22 43. Defendants had and continue to have a policy and/or practice of not timely paying Plaintiff
23 and all Aggrieved Employees for all minimum, regular, contractual, overtime, and/or double time wages
24 for all time engaged in work or spent under the control of Defendants. As described herein, Plaintiff and,
25 on information and belief, other Aggrieved Employees consistently worked through their meal periods
26 while they were clocked out. Plaintiff and other Aggrieved Employees therefore did not receive the
27 statutory minimum wage for all time they were suffered or permitted to work because they were not
28 properly compensated at the minimum wage or at their regular rate of pay for all time they were suffered

1 or permitted to work.

2 44. Additionally, when Plaintiff was promoted to Lead Registered Nurse, his offer letter
3 promised a rate of \$44.00 per hour for “med pass” floor work. However, Defendants failed to honor this
4 promised wage rate, claiming the offer letter contained a mistake. Despite Plaintiff's multiple attempts to
5 resolve this issue through Human Resources, Defendants continued to refuse to pay the promised wage
6 rate.

7 45. Furthermore, throughout his employment, Plaintiff regularly worked twelve (12) hour
8 shifts, five (5) days per week. Despite working substantial time that should have been considered overtime
9 had he been properly classified as non-exempt, Defendants failed to pay Plaintiff overtime compensation
10 due to misclassifying him as exempt.

11 46. Throughout his employment, Defendants required Plaintiff and, on information and belief,
12 other Aggrieved Employees to use their personal cell phones for work-related communications and duties.
13 Despite this requirement, Defendants failed to reimburse Plaintiff and, on information and belief, other
14 Aggrieved Employees for the reasonable expenses incurred in using his personal cell phone for work
15 purposes.

16 47. As a direct result of Defendants' illegal policies and procedures, Defendants failed to
17 maintain accurate records reflecting all of Plaintiff's and, on information and belief, other Aggrieved
18 Employees' time worked and wages paid, in violation of California law. In addition, Defendants failed to
19 provide accurate wage statements showing the correct total amounts of regular and overtime hours
20 worked, the correct amounts of gross and net wages earned and paid, and all applicable hourly rates and
21 the corresponding number of hours worked at each hourly rate.

22 48. Defendants failed to timely pay Plaintiff and, on information and belief, other former
23 Aggrieved Employees all wages due and payable during and upon separation of employment, including
24 minimum, regular, contractual, overtime, double time, and premium wages, due to the aforementioned
25 Labor Code violations, nor have Defendants paid the required waiting time penalties for the late payment
26 of such wages.

27 49. Defendants further maintained a policy requiring employees to sign mandatory arbitration
28 agreements that included provisions requiring arbitration of sexual harassment claims, in violation of

1 California law.

2 50. The policies, practices, and conduct described above similarly affected other Aggrieved
3 Employees who worked for Defendants during the relevant time period. Upon information and belief,
4 other employees of Defendants experienced similar violations, including missed meal and rest breaks,
5 unpaid overtime, and failure to receive proper wages.

6 51. On April 2, 2025, Plaintiff provided written notice to the California Labor and Workforce
7 Development Agency (“LWDA”) and Defendants of the Labor Code violations alleged herein, including
8 the facts and theories supporting each alleged violations, as required by Labor Code section 2699.3.

9 52. As of the date of this filing, the LWDA has not provided notice of its intent to investigate
10 the alleged violations. Therefore, pursuant to Labor Code section 2699.3, Plaintiff has satisfied all
11 prerequisites to maintain this civil action for assessment and collection of civil penalties.

12 53. The violations of the Labor Code and applicable Wage Orders alleged herein were knowing
13 and intentional. Defendants were aware, or should have been aware, of their legal obligations to their
14 employees and either knowingly chose not to comply with these obligations or were willfully blind to
15 their legal obligations.

16 **PAGA DESIGNATION**

17 54. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
18 paragraphs of this Complaint.

19 55. By and through this enforcement action, Plaintiff intends to represent the following
20 aggrieved employees:

21 All current and former non-exempt employees who performed work for
22 Defendants in California during the period commencing on the date that is
23 within one year and sixty-five days prior to the filing of this Complaint
through and including the last date of trial (hereinafter the “PAGA Period”).

24 56. The Aggrieved Employees are all “employees” as the term is used in the Labor Code and
25 the IWC Wage Orders regulating wages, hours, and working conditions in the State of California.

26 57. A more precise definition of the Aggrieved Employees may be determined after further
27 investigation and discovery. Plaintiff reserves his right to redefine the group of Aggrieved Employees as
28 permitted by California law.

58. Pursuant to Labor Code section 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

59. Plaintiff is an “aggrieved employee” under PAGA because he was employed by Defendants and personally experienced each of the alleged violations outlined herein, and therefore is properly suited to represent the interests of other Aggrieved Employees.

60. Plaintiff has exhausted his administrative remedies because he has complied with the notice requirements outlined in Labor Code section 2699.3. On April 2, 2025, Plaintiff submitted notice to the LWDA and Defendants informing them of Defendants’ alleged Labor Code violations pursuant to PAGA. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of its intent to investigate the alleged violations.

61. As set forth herein, Defendants have committed, and continue to commit, numerous violations for which the Labor Code and applicable IWC Wage Orders entitle Plaintiff, in his representative capacity, to recover civil penalties as well as attorneys’ fees and costs from Defendants.

62. Pursuant to Labor Code section 2699(g)(1), an employee who prevails in a civil action brought pursuant to PAGA shall be entitled to an award of reasonable attorneys’ fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, attorneys’ fees and costs.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff, in his Representative Capacity, against Defendants and Does 1-50)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code section 2698 *et seq.*]

63. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

64. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved

Employees, is entitled to and thus seeks to recover civil penalties through an enforcement action based on violations of the following Labor Code and IWC Wage Order provisions:

- a. Failing to pay minimum, regular, contractual, overtime, and double time wages for all hours worked in violation of Labor Code sections 204, 510, 558, 1194, 1197, and 1198 and the “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order;
- b. Failing to provide legally compliant meal periods or timely pay premium wages for non-compliant meal periods in violation of Labor Code sections 226.7, 512, 558, and the “Meal Periods” section of the applicable IWC Wage Order;
- c. Failing to authorize and permit legally compliant rest periods or timely pay premium wages for non-compliant rest periods in violation of Labor Code section 226.7 and the “Rest Periods” section of the applicable IWC Wage Order;
- d. Failing to furnish accurate itemized wage statements in violation of Labor Code section 226 and the “Records” section of the applicable IWC Wage Order;
- e. Failing to maintain accurate employment records in violation of Labor Code section 1174 and the “Records” section of the applicable IWC Wage Order;
- f. Failing to reimburse necessary business expenses in violation of Labor Code section 2802 and the “Uniforms and Equipment” section of the applicable IWC Wage Order;
- g. Failing to timely pay all wages due and owing upon separation of employment in violation of Labor Code sections 201, 202, 203; and
- h. Requiring employees to sign unlawful agreements regarding arbitration of sexual harassment claims in violation of Labor Code section 432.5.

65. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code section 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee, and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees,

1 is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 210 for Defendants'
2 violations of Labor Code section 204.

3 66. For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil
4 penalty of \$250 per employee per violation for an initial citation and \$1,000 per employee for each
5 violation in a subsequent citation, in addition to any other penalty provided by law. Plaintiff, in his
6 representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and
7 therefore seeks, the civil penalty imposed by Labor Code section 226.3 for Defendants' violations of Labor
8 Code section 226(a).

9 67. For violations of Labor Code sections 510 and 512, in addition to any other recovery
10 provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid
11 employee for the initial violation, and \$100 per pay period for each underpaid employee for each
12 subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision
13 regulating hours and days of work in any order of the IWC. Plaintiff, in his representative capacity on
14 behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty
15 imposed by Labor Code section 558 for Defendants' violations of Labor Code sections 510 and 512.

16 68. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to
17 maintain accurate and complete records in accordance with subsection (d) of Labor Code section 1174.
18 This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that
19 would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d).
20 Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled
21 to, and therefore seeks, the civil penalty imposed by Labor Code section 1174.5 for Defendants' violations
22 of Labor Code sections 1174(d).

23 69. Labor Code section 1197.1 imposes on any employer who pays or causes to be paid to any
24 employee a wage less than the minimum wage fixed by an applicable state or local law a civil penalty of
25 \$100 for any initial violation that is intentionally committed for each underpaid employee for each pay
26 period for which the employee is underpaid, and \$250 for each subsequent violation for the same specific
27 offense for each underpaid employee for each pay period for which the employee is underpaid regardless
28 of whether the initial violation is intentionally committed. The civil penalties provided for in section

1 1197.1 are in addition to any other penalty provided by law. Plaintiff, in his representative capacity on
2 behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty
3 imposed by Labor Code section 1197.1 for Defendants' failure to pay at least minimum wage for all hours
4 worked.

5 70. Labor Code section 2699(f) imposes, for all provisions of the Labor Code for which a civil
6 penalty is not specifically provided, a civil penalty of \$100 per pay period per employee, or \$200 per pay
7 period per employee if (i) within the five years preceding the alleged violation, the agency or any court
8 issued a finding or determination to the employer that its policy or practice giving rise to the violation was
9 unlawful, or (ii) the court determines that the employer's conduct giving rise to the violation was
10 malicious, fraudulent, or oppressive. The penalties under section 2699(f) shall apply to violations of Labor
11 Code sections 201, 202, 203, 204, 226.7, 432.5, 510, 512, 1194, 1197, 1198, and 2802. Plaintiff, in his
12 representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and
13 therefore seeks, the civil penalties imposed by Labor Code section 2699(f).

14 71. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action
15 brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As
16 such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is
17 entitled to, and therefore seeks, attorneys' fees and costs.

18 72. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
19 Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code
20 sections 218.5, 226(e), 1194, 2699(k)(1), and 2802, as well as Code of Civil Procedure section 1021.5 and
21 the "common fund" theory, the "substantial benefit" theory, and the "catalyst" theory.

22 73. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
23 Employees, requests further relief as described in the below prayer for relief.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, in his representative capacity on behalf of the State of California and all
26 Aggrieved Employees, prays for judgment against Defendants and in favor of the State of California,
27 Plaintiff, and all Aggrieved Employees as follows:

28 a. For any and all civil penalties available for the Labor Code violations alleged herein

- including, but not limited to, civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 2699(f), and any other applicable law;
- b. For civil penalties pursuant to Labor Code section 2699(f);
 - c. For civil penalties of \$250 per employee per violation for initial violations and \$1,000 per employee for subsequent violations pursuant to Labor Code section 226.3;
 - d. For civil penalties of \$100 per employee per violation for initial violations and \$200 per employee per violation for subsequent violations, plus 25% of the amount unlawfully withheld, pursuant to Labor Code section 210;
 - e. For civil penalties of \$50 per pay period for each underpaid employee for initial violations and \$100 per pay period for each underpaid employee for subsequent violations pursuant to Labor Code section 558;
 - e. For civil penalties of \$500 for failure to maintain accurate and complete records pursuant to Labor Code section 1174.5;
 - f. For reasonable attorneys' fees and costs of suit to the extent permitted by law including, but not limited to, Labor Code sections 218.5, 226(e), 1194, 2699(k)(1), 2802, Code of Civil Procedure section 1021.5, the "common fund" theory, the "substantial benefit" theory, the "catalyst" theory, and other applicable law; and
 - g. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Dated: June 18, 2025

GRAHAMHOLLIS APC
By: 
Nathan J. Reese
Alex M. Kuner
Samara A. Bahu

Attorneys for Plaintiff Clayton Snow