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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
8/4/2025 5:56 PM
By: Eric Rowe, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JASMINE MCHENRY, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

WATERMANIDENCE OPCO, LLC, a
California limited liability company; PACS
GROUP, INC., a Delaware corporation;
DERICK APT, individually; JOSH
JERGENSEN, individually; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2522536

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

COMES NOW, Plaintiff JASMINE MCHENRY (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

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

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of San Bernardino. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of San Bernardino.

PARTIES

5. Plaintiff JASMINE MCHENRY is an individual residing in the State of California, County of San Bernardino.

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6. Defendant WATERMANIDENCE OPCO, LLC at all times herein mentioned, was and is, upon information and belief, a California limited liability company and an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

7. Defendant PACS GROUP, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

8. Defendant DERICK APT at all times herein relevant was acting either individually or as an officer, owner, director, agent, or employee of Defendants WATERMANIDENCE OPCO, LLC and PACS GROUP, INC., who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code sections 558 and 1197.1.

9. Defendant JOSH JERGENSEN at all times herein relevant was acting either individually or as an officer, owner, director, agent, or employee of Defendants WATERMANIDENCE OPCO, LLC and PACS GROUP, INC., who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code sections 558 and 1197.1.

10. At all relevant times, WATERMANIDENCE OPCO, LLC and PACS GROUP, INC. were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

11. At all times herein relevant, WATERMANIDENCE OPCO, LLC, PACS GROUP, INC., DERICK APT, JOSH JERGENSEN, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and assigns of each other, and were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge,

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1 permission, encouragement, authorization, and/or consent of each defendant designated as a
2 DOE herein.

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

11 13. WATERMANIDENCE OPCO, LLC, PACS GROUP, INC., DERICK APT,
12 JOSH JERGENSEN, and DOES 1 through 100 will hereinafter collectively be referred to as
13 “Defendants.”

14 14. Plaintiff further alleges that Defendants, including the unknown defendants
15 identified as DOES, directly or indirectly controlled or affected the working conditions,
16 wages, working hours, and conditions of employment of Plaintiff and the other aggrieved
17 employees so as to make each of said Defendants employers and employers liable under the
18 statutory provisions set forth herein.

19 **PAGA ALLEGATIONS**

20 15. At all times herein set forth, California Private Attorneys General Act
21 (“PAGA”) was applicable to Plaintiff’s employment by Defendants.

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

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1 17. Pursuant to PAGA, a civil action under PAGA may be brought by an
2 “aggrieved employee,” who is any person that was employed by the alleged violator and
3 against whom the alleged violations were committed.

4 18. Plaintiff was employed by Defendants, and the alleged violations were
5 committed against her during her time of employment, and she is, therefore, an aggrieved
6 employee. Plaintiff and the other employees are “aggrieved employees” as defined by
7 California Labor Code section 2699(c) in that they are all current or former employees of
8 Defendants, and the alleged violations were committed against them.

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

- 12 a. The aggrieved employee shall give written notice by online submission
13 (hereinafter, “Employee’s Notice”) to the LWDA and by U.S. Certified
14 Mail to the employer of the specific provisions of the California Labor
15 Code alleged to have been violated, including the facts and theories to
16 support the alleged violations.
- 17 b. The LWDA shall provide notice (hereinafter, “LWDA Notice”) to the
18 employer and the aggrieved employee by certified mail that it does not
19 intend to investigate the alleged violations within sixty (60) calendar
20 days of the postmark date of the Employee’s Notice. Upon receipt of
21 the LWDA Notice, or if the LWDA Notice is not provided within
22 sixty-five (65) calendar days of the postmark date of the Employee’s
23 Notice, the aggrieved employee may commence a civil action pursuant
24 to California Labor Code section 2699 to recover civil penalties, in
25 addition to any other penalties to which the employee may be entitled.

26 20. On May 30, 2025, Plaintiff provided written notice by online submission to
27 the LWDA and by U.S. Certified Mail to Defendants WATERMANIDENCE OPCO, LLC,
28 PACS GROUP, INC., DERICK APT, and JOSH JERGENSEN of the specific provisions of

1 the California Labor Code alleged to have been violated, including the facts and theories to
2 support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five
3 (65) calendar days of the date of Plaintiff's notice. Plaintiff has not received any notice of
4 Defendants' intention to cure the alleged violations.

5 21. Therefore, Plaintiff has satisfied the administrative prerequisites under
6 California Labor Code section 2699.3(a) to recover civil penalties against Defendants for
7 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
8 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

9 **GENERAL ALLEGATIONS**

10 22. At all relevant times set forth herein, Defendants employed Plaintiff and other
11 aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in
12 the State of California, including, but not limited to, all current and former hourly paid or
13 non-exempt employees who worked at any of the following facilities: Alhambra Post Acute,
14 Antelope Valley Care Center, Arlington Gardens Care Center, Auburn Oaks Care Center,
15 Balboa Nursing & Rehabilitation Center, Beverly Hills Rehabilitation Center, Central
16 Gardens Post Acute, Concord Post Acute, Cottonwood Canyon Healthcare Center, Crystal
17 Ridge Care Center, Delta View Post Acute, Escondido Post Acute, Gateway Post Acute,
18 Hemet Hills Post Acute, Jurupa Hills Post Acute, La Mesa Healthcare Center, Las Colinas
19 Post Acute, Linwood Meadows Care Center, Lone Tree Post Acute, Marysville Post Acute,
20 Medical Hill Healthcare Center, Mission Valley Post Acute, Napa Valley Care Center, Oak
21 Glen Post Acute, Ocean Ridge Post Acute, Pacific Coast Post Acute, Paradise Valley Health
22 Care Center, Pleasant Hill Post Acute, Rancho Bellagio Post Acute, Reo Vista Healthcare
23 Center, Riverwalk Post Acute, Rossmoor Post Acute, San Bruno Skilled Nursing, San Jacinto
24 Valley Post Acute, Santa Rosa Post Acute, Sherwood Oaks Post Acute, Stoney Point
25 Healthcare Center, Sunnyvale Post Acute, The Pines at Placerville Healthcare Center, Trellis
26 Chino, Valley View Post Acute, Villa Las Palmas Healthcare Center, Vista Real Post Acute,
27 Western Slope Health Center, White Blossom Care Center, and Willow Springs Healthcare
28 Center (hereinafter collectively referred to as the "other aggrieved employees").

23. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately February 2025 to approximately April 2025 in the State of California, County of San Bernardino.

24. Defendants hired Plaintiff and the other aggrieved employees and failed to compensate them for all hours worked, missed meal periods, or missed rest breaks.

25. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees' employment, and to supervise their daily employment activities.

26. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

27. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

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

29. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other aggrieved employees the required rest and meal

1 periods during the relevant time period as required under the Industrial Welfare Commission
2 (“IWC”) Wage Orders, and, thus, they are entitled to any and all applicable penalties.

3 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
5 receive all meal periods or payment of one additional hour of pay at Plaintiff’s and the other
6 aggrieved employees’ regular rate of pay when a meal period was missed, and they did not
7 receive all meal periods or payment of one additional hour of pay at Plaintiff’s and the other
8 aggrieved employees’ regular rate of pay when a meal period was missed.

9 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
11 receive all rest periods or payment of one additional hour of pay at Plaintiff’s and the other
12 aggrieved employees’ regular rate of pay when a rest period was missed, and they did not
13 receive all rest periods or payment of one additional hour of pay at Plaintiff’s and the other
14 aggrieved employees’ regular rate of pay when a rest period was missed.

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

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

24 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
26 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
27 employees did not receive payment of all wages, including overtime and minimum wages

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1 and meal and rest period premiums, within any time permissible under California Labor
2 Code section 204.

3 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
5 receive complete and accurate wage statements in accordance with California law, but they
6 did not receive complete and accurate wage statements from Defendants. The deficiencies
7 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and
8 the other aggrieved employees.

9 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Defendants had to keep complete and accurate payroll
11 records for Plaintiff and the other aggrieved employees in accordance with California law,
12 but they did not keep complete and accurate payroll records.

13 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
15 reimbursement for necessary business-related expenses and costs.

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

22 42. At all material times set forth herein, Defendants failed to pay overtime wages
23 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
24 were required to work more than eight (8) hours per day and/or forty (40) hours per week
25 without overtime compensation.

26 43. At all material times set forth herein, Defendants failed to provide
27 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

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44. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees at least minimum wages for all hours worked.

45. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation.

46. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

47. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

48. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiff and the other aggrieved employees.

49. At all material times set forth herein, Defendants failed to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs.

50. At all material times set forth herein, Defendants failed to properly compensate Plaintiff and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

51. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against WATERMANIDENCE OPCO, LLC, PACS GROUP, INC., DERICK APT, JOSH JERGENSEN, and DOES 1 through 100)

52. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. PAGA expressly establishes that any provision of the California Labor Code, which provides for a civil penalty to be assessed and collected by the LWDA or any of its

1 departments, divisions, commissions, boards, agencies, or employees for a violation of the
2 California Labor Code, may be recovered through a civil action brought by an aggrieved
3 employee on behalf of himself or herself and other current or former employees.

4 54. Whenever the LWDA or any of its departments, divisions, commissions,
5 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil
6 action is authorized to exercise the same discretion, subject to the same limitations and
7 conditions, to assess a civil penalty.

8 55. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
9 employees” as defined by California Labor Code section 2699(c) in that they are all current
10 or former employees of Defendants, and the alleged violations were committed against them.

11 **Failure to Pay Overtime**

12 56. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
13 other aggrieved employees is in violation of the IWC Wage Orders and constitutes a
14 violation of California Labor Code sections 510 and 1198.

15 **Failure to Provide Meal Periods**

16 57. Defendants’ failure to provide legally required meal periods to Plaintiff and
17 the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a
18 violation of California Labor Code sections 226.7 and 512(a).

19 **Failure to Provide Rest Periods**

20 58. Defendants’ failure to provide legally required rest periods to Plaintiff and the
21 other aggrieved employees is in violation of the IWC Wage Orders and constitutes a
22 violation of California Labor Code section 226.7.

23 **Failure to Pay Minimum Wages**

24 59. Defendants’ failure to pay legally required minimum wages to Plaintiff and
25 the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a
26 violation of California Labor Code sections 1194, 1197, and 1197.1.

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Failure to Timely Pay Wages Upon Termination

60. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

61. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

62. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

63. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

64. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

65. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699(f) in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period

1 or two hundred dollars (\$200) for each aggrieved employee per pay
2 period for each violation where there has been a prior finding or
3 determination that Defendants' policies or practices were unlawful or
4 where Defendants' conduct was malicious, fraudulent, or oppressive;

- 5 b. Penalties under California Code of Regulations Title 8 section 11010, et
6 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
7 pay period for the initial violation, and one hundred dollars (\$100) for
8 each aggrieved employee per pay period for each subsequent violation;
- 9 c. Penalties under California Labor Code section 210 in addition to, and
10 entirely independent and apart from, any other penalty provided in the
11 California Labor Code in the amount of one hundred dollars (\$100) for
12 each aggrieved employee per pay period for the initial violation, and two
13 hundred dollars (\$200) for each aggrieved employee per pay period for
14 each subsequent violation; and
- 15 d. Any and all additional penalties and sums as provided by the California
16 Labor Code and/or other statutes.

17 66. Pursuant to California Labor Code section 2699(m), civil penalties recovered
18 by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the
19 LWDA for the enforcement of labor laws and education of employers and employees about
20 their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

21 67. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
22 costs pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable
23 statute.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees
26 pursuant to the Private Attorneys General Act, prays for relief and judgment against
27 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

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As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 558 and 2699(a), (f), (k), plus costs/expenses and attorneys’ fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and
2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: August 4, 2025

LAWYERS for JUSTICE, PC

By:  _____
Arby Aiwan
Attorneys for Plaintiff