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SUMMONS ISSUED

Per local Rule, This case is assigned to
Judge Douglas, Danielle K, for all purposes.

7 Attorneys for Plaintiff AMIYAH MONIQUE WARREN,
8 individually and on behalf of all others similarly situated

9 **IN THE SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF CONTRA COSTA**

11 AMIYAH MONIQUE WARREN, individually
and on behalf of all others similarly situated,

Case No. C25-02857

COMPLAINT

12 Plaintiff(s),

13 v.

14
15 OAKMONT MANAGEMENT GROUP LLC, a
California Limited Liability Company; and
16 DOES 1 through 100,

17 Defendant(s).

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Wage Statement Penalties
6. Waiting Time Penalties
7. Violation of Unfair Competition Law
8. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 **RELEVANT PARTIES**

2 1. Plaintiff Amiyah Monique Warren (“Plaintiff”) is an adult resident of Solano County,
3 California, and was at all times relevant residing in Solano County, California.

4 2. Defendant Oakmont Management Group LLC (“Defendant”) is a California Limited Liability
5 Company with its principal place of business located in Orange County, California. Defendant is
6 registered to and does conduct business in the State of California and is subject to the laws of the
7 State of California. All acts and omissions of Defendant employees as alleged herein occurred while
8 they were acting within the course and scope of their employment.

9 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
10 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious
11 names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and
12 capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed
13 and believes, and based on such information and belief alleges, that each of the fictitiously named
14 Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and
15 is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe
16 Defendants are collectively referred to as “Defendants”.

17 **JURISDICTION AND VENUE**

18 4. This action is properly filed in Contra Costa County because the acts and omissions that give
19 rise to Plaintiff’s claims took place in Contra Costa County, and Defendants transact substantial
20 business in this County.

21 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as alleged
22 herein occurred in Contra Costa County, California and Plaintiff suffered damages from such conduct
23 within Contra Costa County, California.

24 **FACTUAL ALLEGATIONS**

25 6. At all times relevant, Plaintiff was Defendants’ employee.

26 7. Plaintiff was employed by Defendants from in or about April 2021 through in or about
27 November 2024.

28 8. During her employment, Plaintiff worked at Defendant's Roseville and Concord facilities.

1 9. Plaintiff's job duties included passing medications, contacting doctors for refills, counting
2 narcotics every shift, answering concerns about medications with families and residents, reporting
3 condition changes, communicating with hospice, reporting medication errors, and calling 911 when
4 residents required emergency transport.

5 10. Plaintiff clocked in and out using time clock machines located in the copy room.

6 11. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff's meal
7 breaks were regularly interrupted by work-related calls, which required her to respond right away. On
8 some occasions, Plaintiff was required to end her meal break early in order to administer medication
9 to residents.

10 12. Defendant acknowledged some meal break violations by paying meal premiums to Plaintiff.
11 However, Defendant did not pay Plaintiff all of her premium wages owed for non-compliant meal
12 breaks.

13 13. Defendant wrote Plaintiff up for causing the company to pay mandatory meal premium
14 penalties.

15 14. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was never
16 provided a rest break throughout her employment. Despite not being provided with compliant rest
17 breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

18 15. Defendants failed to pay Plaintiff for all hours worked because Plaintiff regularly performed
19 work after clocking out, including redirecting residents in memory care units to prevent elopement.

20 16. Defendants failed to pay Plaintiff all overtime owed because Plaintiff was often required to
21 work beyond eight hours, without compensation.

22 17. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
23 underpaid Plaintiff's overtime. Specifically, Defendants did not include all non-discretionary pay that
24 Plaintiff earned when calculating Plaintiff's regular rate of pay.

25 18. Defendants failed to provide Plaintiff with accurate wage statements because the wage
26 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other
27 things.

28 19. In or about November 2024, Plaintiff's employment ended.

20. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

PAGA ALLEGATIONS

21. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor 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 outlined in Labor Code section 2699.3.

22. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

23. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

24. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

25. On May 20, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

26. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

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1 27. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants within one year prior to May 20, 2025, through final
3 disposition of this action.”

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Compliant Meal Periods**

6 **By Plaintiff Against All Defendants**

7 28. Plaintiff incorporates by reference the paragraphs above.

8 29. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
9 employee for a work period of more than five hours per day without providing the employee with a
10 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day without
11 providing the employee with a second meal period of not less than 30 minutes”.

12 30. An employer provides compliant meal breaks to its employees “if it relieves its employees of
13 all duty, relinquishes control over their activities and permits them a reasonable opportunity to take
14 an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004,
15 1040 (2012)).

16 31. Not only must an employer affirmatively relieve its employees of all duty during their meal
17 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
18 (*Brinker*, supra).

19 32. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

20 33. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
21 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
22 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
23 11 Cal. 5th 858 (2021)).

24 34. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
25 break was missed.

26 35. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
27 penalties, attorney fees, and costs.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Compliant Rest Periods**

3 **By Plaintiff Against All Defendants**

4 36. Plaintiff incorporates by reference the paragraphs above.

5 37. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
6 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
7 per four hours or major fraction thereof.

8 38. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
9 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
10 5th 257, 269 (2016)).

11 39. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

12 40. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
13 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
14 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
15 11 Cal. 5th 858 (2021)).

16 41. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
17 break was missed.

18 42. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest, penalties,
19 attorney fees, and costs.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay for All Hours Worked**

22 **By Plaintiff Against All Defendants**

23 43. Plaintiff incorporates by reference the paragraphs above.

24 44. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
25 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
26 40 hours in a workweek.

27 45. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

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1 46. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
2 penalties, attorney fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay All Overtime Owed**

5 **By Plaintiff Against All Defendants**

6 47. Plaintiff incorporates by reference the paragraphs above.

7 48. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
8 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
9 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
10 one-half times the regular rate of pay for an employee.”

11 49. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

12 50. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
13 interest, penalties, attorney fees, and costs.

14 **FIFTH CAUSE OF ACTION**

15 **Wage Statement Penalties**

16 **By Plaintiff Against All Defendants**

17 51. Plaintiff incorporates by reference the paragraphs above.

18 52. Labor Code section 226(a) requires employers to provide itemized wage statements to its
19 employees that identify accurate information regarding their compensation. Defendants, as a matter
20 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
21 statements to Plaintiff in violation of Labor Code section 226(a).

22 53. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and
23 incomplete.

24 54. Defendants knowingly and intentionally issued wage statements that were inaccurate and
25 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff
26 in that Plaintiff was unable to accurately verify and/or calculate their wages.

27 55. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
28 costs.

1 **SIXTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 56. Plaintiff incorporates by reference the paragraphs above.

5 57. Labor Code sections 201 and 202 require that an employer provide an employee with all wages
6 due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's
7 resignation.

8 58. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
9 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
10 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
11 thirty days.

12 59. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the conclusion
13 of employment.

14 60. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
15 and costs.

16 **SEVENTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 61. Plaintiff incorporates by reference the paragraphs above.

20 62. Defendants' conduct described herein constitutes unfair competition.

21 63. Specifically, Defendants have gained an unfair advantage over other similarly situated
22 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
23 owed.

24 64. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
25 wrongfully withheld wages.

26 65. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

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1 **EIGHTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 66. Plaintiff incorporates by reference the paragraphs above.

5 67. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 68. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 69. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu
10 thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 70. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 71. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 72. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 73. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and
22 2699 apply.

23 74. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor
25 Code section 2699 apply.

26 75. With respect to violations of Labor Code 1030-1033 for failure to provide reasonable break
27 time and/or a private location, other than a bathroom, for the purpose of expressing breast milk for
28 Plaintiff and the Aggrieved Employees.

1 76. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
2 to Labor Code section 2699(g).

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

5 First Cause of Action

- 6 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 7 2. Interest
- 8 3. Attorneys' fees
- 9 4. Costs
- 10 5. Other relief the court deems proper

11 Second Cause of Action

- 12 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 13 2. Interest
- 14 3. Attorneys' fees
- 15 4. Costs
- 16 5. Other relief the court deems proper

17 Third Cause of Action

- 18 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 19 2. Liquidated damages
- 20 3. Interest
- 21 4. Attorneys' fees
- 22 5. Costs
- 23 6. Other relief the court deems proper

24 Fourth Cause of Action

- 25 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 26 2. Interest
- 27 3. Attorneys' fees
- 28 4. Costs

1 5. Other relief the court deems proper

2 Fifth Cause of Action

3 1. Penalties pursuant to Labor Code section 226

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Sixth Cause of Action

8 1. Penalties pursuant to Labor Code section 203

9 2. Attorneys' fees

10 3. Costs

11 4. Other relief the court deems proper

12 Seventh Cause of Action

13 1. Restitution of all wrongfully withheld wages

14 2. Attorneys' fees

15 3. Costs

16 4. Other relief the court deems proper

17 Eighth Cause of Action

18 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

19 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
20 violate the California Labor Code in the manner alleged herein

21 3. Attorneys' fees

22 4. Costs

23 5. Other relief the court deems proper

24 DATED: October 2, 2025

25
26 *Nicole Clancy*
27 NICOLE CLANCY
28 Attorney for Plaintiff
AMIYAH MONIQUE WARREN,
individually and on behalf of all
others similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: October 2, 2025

Nicole Clancy

NICOLE CLANCY
Attorney for Plaintiff
AMIYAH MONIQUE WARREN,
individually and on behalf of all
others similarly situated