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Attorneys for Plaintiff Irene Equihua,
on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

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

IRENE EQUIHUA, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

WINDSOR CYPRESS GARDENS
HEALTHCARE LLC, a California limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: **CVRI 2504678**

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7,
227.3, 510, 1194, AND 1198 AND PURSUANT
TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

1 Plaintiff IRENE EQUIHUA (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of WINDSOR
3 CYPRESS GARDENS HEALTHCARE LLC, a California limited liability company, and any
4 subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay all minimum and overtime wages earned during the course of
15 employment, in violation of Labor Code §§ 510, 558, 1194, and 1198. Plaintiff and Aggrieved
16 Employees were required to work off-the-clock and without compensation because
17 Defendants did not compensate them for all hours worked—they were not paid for time spent
18 training. None of this training time was compensated even though Defendants are required to
19 pay them since an employer is obligated to pay the wages of an hourly employee for all time
20 that the employee is under the control of the employer, and this includes all the time the
21 employee is suffered or permitted to work, whether or not required to do so. When Plaintiff
22 and Aggrieved Employees worked off-the-clock, they were under the control of Defendants
23 and required to be compensated for all hours worked. These instances deprived Plaintiff and
24 other Aggrieved Employees of significant hours worked and minimum and overtime wages
25 due, and constitute violations of Labor Code §§ 510, 558, 1194, and 1198 and IWC Wage
26 Order 4-2001;
27
28

1 b. Failing to pay correct premium wages to Plaintiff and other Aggrieved
2 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
3 Order No. 4-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a
4 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not
5 paid premium wages of one hour's pay for each missed rest period. Plaintiff and other
6 Aggrieved Employees were simply denied and not authorized to take their legally entitled rest
7 periods due to short-staffing and were never paid premium wages for missed rest periods. This
8 violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

9
10 c. Failing to provide Plaintiff and all other Aggrieved Employees with wage
11 statements that fully and accurately itemized the requirements set forth in Labor Code §
12 226(a). Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above.
13 As such, the wage statements provided by Defendants failed to accurately state all gross wages
14 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of
15 Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)
16 and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding
17 numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.
18 Furthermore, and independent of the above allegations, the wage statements issued to Plaintiff
19 and Aggrieved Employees fail to set forth the total hours worked, in violation of Labor Code
20 §§ 226(a)(2) and 226.3, and all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3—
22 the wage statements simply omit these entries, making it impossible to determine their
23 veracity or whether they are fully compensated for all hours worked at the correct rates of pay;
24 and
25

26 d. Failing to pay Plaintiff and Aggrieved Employees all wages due, including all
27 accrued, but unused vacation wages, at the separation of their employment based on the time
28 frames required by Labor Code §§ 201-202 and 227.3. As stated above, Plaintiff and other

1 Aggrieved Employees were not paid all wages due during the course of their employment and,
2 as a result of this failure, they were not timely paid all wages due at the separation of their
3 employment. Furthermore, and independent of the above allegations, Defendants also failed
4 to pay all vacation wages due and owing upon Plaintiff's separation, in violation of Labor
5 Code § 227.3, and Plaintiff alleges that Defendants maintain a practice of not paying out all
6 accrued, but unused vacation wages upon separation of employment. This violates Labor Code
7 §§ 201-202 and 227.3 and is alleged on behalf of Plaintiff and certain Aggrieved Employees
8 no longer employed by Defendants.
9

10 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
11 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

12 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
13 The Labor Code violations alleged against Defendants herein arose throughout California, including
14 in Riverside County.

15 III.

16 PARTIES

17 A. Plaintiff

18 5. Plaintiff IRENE EQUIHUA was employed by Defendants from June 2021 through
19 May 2025 as a non-exempt employee in Riverside County, California.

20 B. Defendants

21 6. Defendant WINDSOR CYPRESS GARDENS HEALTHCARE LLC, is a California
22 limited liability company that employed Plaintiff and Aggrieved Employees in Riverside County,
23 California.

24 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of Defendants sued herein as DOES 1 to 10, inclusive, were currently unknown to Plaintiff, who
26 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
27 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
28 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

3 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
4 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally
6 attributable to the other Defendants.

7 9. The Defendants named herein as DOE 1 through DOE 10 were and were persons
8 acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or
9 more provisions of the California Labor Code as alleged herein.

10 **IV.**

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
14 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
15 **LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 510, 1194, AND 1198 AND PURSUANT TO**
16 **LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

17 10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set
18 forth herein.

19 11. As a result of the acts alleged above, including the Labor Code violations set forth in
20 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

21 12. For each such violation, Plaintiff and all other Aggrieved Employees were entitled to
22 civil penalties subject to the following formula:

- 23 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
24 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3,
25 510, 1194, and 1198; and
26 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
27 Code §§ 226.3 and 558.
28

1 13. Civil penalties recovered will be allocated 65% to the Labor and Workforce
2 Development Agency, and 35% to the affected employees.

3 14. On June 16, 2025, Plaintiff sent a letter, by online submission to the LWDA and by
4 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
5 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
6 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
7 calendar days of June 16, 2025. Plaintiff may therefore commence this action to seek civil penalties
8 pursuant to Labor Code § 2698 *et seq.*

9 Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as
10 described below.

11 V.

12 **RELIEF REQUESTED**

13 WHEREFORE, Plaintiff prays for the following relief:

14 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
15 Aggrieved Employees;

16 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
17 and other applicable law;

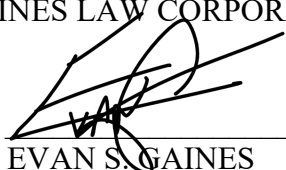
18 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
19 applicable law; and

20 4. Such other and further relief as this Court may deem just and proper.

21 Dated: August 21, 2025

Respectfully submitted,

22 GAINES LAW CORPORATION

23 By: 
24 _____

25 EVAN S. GAINES
26 Attorneys for Plaintiff
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