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10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF SAN DIEGO

13 JONATHAN LOMELI, individually, and  
14 on behalf of other members of the general  
15 public similarly situated, and as an  
16 aggrieved employee pursuant to the Private  
Attorneys General Act ("PAGA"),

17 Plaintiff,

18 vs.

19 NOVELLUS LIVING LLC, a Delaware  
20 limited liability company; NOVELLUS  
21 CLAIREMONT LLC, a Delaware limited  
22 liability company; NOVELLUS LIVING  
23 HOLDING LLC, a Delaware limited  
24 liability company; and DOES 1 through 10,  
25 inclusive,

26 Defendants.

Case No.: 25CU037950C

**FIRST AMENDED CLASS ACTION  
COMPLAINT & ENFORCEMENT  
ACTION UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §§ 2698, ET  
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

**Jury Trial Demanded**

1 Plaintiff Jonathan Lomeli, individually and on behalf of all other members of the public  
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,  
3 alleges as follows:

#### 4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure  
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil  
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other  
8 current and former employees who worked for Defendants in California as non-exempt, hourly  
9 paid employees and received at least one wage statement and against whom one or more  
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision  
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)   
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,  
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court  
14 and will be established according to proof at trial. This Court has jurisdiction over this action  
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this  
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,  
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either  
19 citizens of California, have sufficient minimum contacts in California, or otherwise  
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction  
21 over them by the California courts consistent with traditional notions of fair play and substantial  
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no  
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”  
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information  
25 and belief, two-thirds or more of the class members and Defendants are citizens of California  
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the  
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought  
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years  
2 on behalf of the same proposed class against Defendants asserting the same or similar factual  
3 allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this county,  
5 and employed Plaintiff in this county, and thus a substantial portion of the transactions and  
6 occurrences related to this action occurred in this county.

### 7 THE PARTIES

8 4. Plaintiff Jonathan Lomeli is a resident of San Diego, in San Diego County,  
9 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from  
10 approximately January 2025 to April 2025. Plaintiff worked for Defendants as a Medication  
11 Technician and Patient Care Coordinator at Defendants' Novellus Clairemont assisted living  
12 facility located in San Diego, California. During his employment, Plaintiff typically worked  
13 eight (8) hours or more per day and five (5) days per week. Plaintiff's primary job duties  
14 included, without limitation, providing medications to patients, communicating with doctors,  
15 and preparing insurance paperwork.

16 5. NOVELLUS LIVING LLC was and is, upon information and belief, a Delaware  
17 limited liability company, and at all times hereinafter mentioned, an employer whose employees  
18 are engaged throughout this county and the State of California.

19 6. NOVELLUS CLAIREMONT LLC was and is, upon information and belief, a  
20 Delaware limited liability company, and at all times hereinafter mentioned, an employer whose  
21 employees are engaged throughout this county and the State of California.

22 7. NOVELLUS LIVING HOLDING LLC was and is, upon information and belief,  
23 a Delaware limited liability company, and at all times hereinafter mentioned, an employer  
24 whose employees are engaged throughout this county and the State of California.

25 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein  
26 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the  
27 complaint and serve such fictitiously named Defendants once their names and capacities  
28 become known.

1           9.       Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
2 were the partners, agents, owners, or managers of NOVELLUS LIVING LLC; NOVELLUS  
3 CLAIREMONT LLC; and/or NOVELLUS LIVING HOLDING LLC, at all relevant times.

4           10.      Plaintiff is informed and believes, and thereon alleges, that each and all of the  
5 acts and omissions alleged herein was performed by, or is attributable to NOVELLUS LIVING  
6 LLC; NOVELLUS CLAIREMONT LLC; NOVELLUS LIVING HOLDING LLC; and/or  
7 DOES 1 through 10 (collectively, “Defendants” or “Novellus”), each acting as the agent,  
8 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-  
9 Defendants and was acting within the course and scope of such agency, employment, joint  
10 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any  
11 and all Defendants were in accordance with, and represent, the official policy of Defendants.

12           11.      At all relevant times, Defendants, and each of them, ratified each and every act  
13 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
14 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
15 the damages herein alleged.

16           12.      Plaintiff is informed and believes, and thereon alleges, that each of said  
17 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
18 omissions, occurrences, and transactions alleged herein.

19           13.      Under California law, Defendants are jointly and severally liable as employers  
20 for the violations alleged herein because they have each exercised sufficient control over the  
21 wages, hours, working conditions, and employment status of Plaintiff and class members. Each  
22 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled  
23 their work schedule and/or conditions of employment, determined their rate of pay, and  
24 maintained their employment records. Defendants suffered or permitted Plaintiff and class  
25 members to work and/or “engaged” Plaintiff and class members so as to create a common-law  
26 employment relationship. As joint employers of Plaintiff and class members, Defendants are  
27 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and  
28 class members under the law.

1           14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,  
2 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class  
3 members because Defendants have:

- 4           (a) jointly exercised meaningful control over the work performed by Plaintiff  
5 and class members;
- 6           (b) jointly exercised meaningful control over Plaintiff's and class members'  
7 wages, hours, and working conditions, including the quantity, quality  
8 standards, speed, scheduling, and operative details of the tasks performed  
9 by Plaintiff and class members;
- 10          (c) jointly required that Plaintiff and class members perform work which is  
11 an integral part of Defendants' businesses; and
- 12          (d) jointly exercised control over Plaintiff and class members as a matter of  
13 economic reality in that Plaintiff and class members were dependent on  
14 Defendants, who shared the power to set the wages of Plaintiff and class  
15 members and determined their working conditions, and who jointly  
16 reaped the benefits from the underpayment of their wages and  
17 noncompliance with other statutory provisions governing their  
18 employment.

19          15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times  
20 there has existed a unity of interest and ownership between Defendants such that any  
21 individuality and separateness between the entities has ceased.

22          16. NOVELLUS LIVING LLC, NOVELLUS CLAIREMONT LLC, and/or  
23 NOVELLUS LIVING HOLDING LLC, and DOES 1 through 10 are therefore alter egos of each  
24 other.

25          17. Adherence to the fiction of the separate existence of Defendants would permit an  
26 abuse of the corporate privilege, and would promote injustice by protecting Defendants from  
27 liability for the wrongful acts committed by them under the name "NOVELLUS."

28          18. Plaintiff further alleges, upon information and belief, that Defendants

NOVELLUS LIVING LLC, NOVELLUS CLAIREMONT LLC, and NOVELLUS LIVING HOLDING LLC are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), NOVELLUS LIVING LLC and NOVELLUS LIVING HOLDING LLC have the same principal address and mailing address, "3001 LAVA RIDGE C[OUR]T[.] [SUITE] 340 ROSEVILLE, CA 95661";
- (b) According to their most recent "Statement of Information" forms filed with the California Secretary of State, NOVELLUS LIVING LLC; NOVELLUS CLAIREMONT LLC; and NOVELLUS LIVING HOLDING LLC share the same managers or members, including, but not limited to, Christopher [J.] Coulter and Larry [J.] John, who serve as Managers and/or Members of NOVELLUS LIVING LLC; NOVELLUS CLAIREMONT LLC; and NOVELLUS LIVING HOLDING LLC;
- (c) On the California Secretary of State's website, NOVELLUS LIVING LLC; NOVELLUS CLAIREMONT LLC; and NOVELLUS LIVING HOLDING LLC, share the same agent for service of process, "Christopher [J.] Coulter"; and
- (d) On information and belief, NOVELLUS LIVING LLC, NOVELLUS CLAIREMONT LLC, and/or NOVELLUS LIVING HOLDING LLC utilize the same standardized employment forms and issue the same employment policies.

### **GENERAL ALLEGATIONS**

19. Defendants operate assisted living and memory care facilities for seniors, and have at least three (3) facilities in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Roseville, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping

1 policies and meal and rest period policies, to employees throughout California.

2 20. In particular, Plaintiff and class members, on information and belief, received  
3 the same standardized documents and/or written policies. Upon information and belief, the  
4 usage of standardized documents and/or written policies, including new-hire documents,  
5 indicate that Defendants dictated policies at the corporate level and implemented them  
6 company-wide, regardless of their employees' assigned locations or positions. Upon  
7 information and belief, Defendants set forth uniform policies and procedures in several  
8 documents provided at an employee's time of hire.

9 21. Upon information and belief, Defendants maintain a centralized Payroll  
10 department at their company headquarters in Roseville, California, which processes payroll for  
11 all non-exempt, hourly paid employees working for Defendants at their various locations in  
12 California, including Plaintiff and class members. Based upon information and belief,  
13 Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees  
14 in California, irrespective of their work locations. Upon information and belief, Defendants  
15 process payroll for departing employees in the same manner throughout the State of California,  
16 regardless of the manner in which each employee's employment ends.

17 22. Defendants continue to employ non-exempt or hourly paid employees in  
18 California.

19 23. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
20 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and  
21 advisors knowledgeable about California labor and wage law, employment and personnel  
22 practices, and about the requirements of California law.

23 24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class  
24 members were not paid for all hours worked because all hours worked were not recorded.

25 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
26 should have known that Plaintiff and class members were entitled to receive certain wages for  
27 overtime compensation and that they were not receiving certain wages for overtime  
28 compensation.

1           26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
2 should have known that Plaintiff and class members were entitled to receive at least minimum  
3 wages for compensation and that they were not receiving at least minimum wages for work that  
4 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and  
5 class members were not paid at least minimum wages for work done off-the-clock.

6           27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
7 should have known that Plaintiff and class members were entitled to meal periods in accordance  
8 with the California Labor Code and applicable IWC Wage Order or payment of one (1)  
9 additional hour of pay at their regular rates of pay when they were not provided with timely,  
10 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not  
11 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates  
12 of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

13           28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
14 should have known that Plaintiff and class members were entitled to rest periods in accordance  
15 with the California Labor Code and applicable IWC Wage Order or payment of one (1)  
16 additional hour of pay at their regular rates of pay when they were not authorized and permitted  
17 to take a compliant rest period and that Plaintiff and class members were not authorized and  
18 permitted to take compliant rest periods or provided with payment of one (1) additional hour of  
19 pay at their regular rates of pay when they were not authorized and permitted to take a compliant  
20 rest period.

21           29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
22 should have known that Plaintiff and class members were entitled to receive complete and  
23 accurate wage statements in accordance with California law. In violation of the California  
24 Labor Code, Plaintiff and class members were not provided complete and accurate wage  
25 statements.

26           30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
27 should have known that they had a duty to maintain accurate and complete payroll records in  
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

2       31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
3 should have known that Plaintiff and class members were entitled to timely payment of all  
4 wages earned upon termination of employment. In violation of the California Labor Code,  
5 Plaintiff and class members did not receive payment of all wages due, including, but not limited  
6 to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible  
7 time periods.

8       32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
9 should have known that Plaintiff and class members were entitled to timely payment of wages  
10 during their employment. In violation of the California Labor Code, Plaintiff and class members  
11 did not receive payment of all wages, including, but not limited to, overtime wages, minimum  
12 wages, and/or meal and rest period premiums, within permissible time periods.

13       33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
14 should have known that Plaintiff and class members were entitled to receive full reimbursement  
15 for all business-related expenses and costs they incurred during the course and scope of their  
16 employment and that they did not receive full reimbursement of applicable business-related  
17 expenses and costs incurred.

18       34. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
19 mentioned, Defendants knew or should have known that Defendants had a duty to provide  
20 Plaintiff and class members with written notice of the material terms of their employment with  
21 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

22       35. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
23 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff  
24 and class members for all hours worked, and that Defendants had the financial ability to pay  
25 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
26 represented to Plaintiff and class members that they were properly denied wages, all in order to  
27 increase Defendants' profits.

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1 **PAGA REPRESENTATIVE ALLEGATIONS**

2 36. At all times herein set forth, PAGA provides that any provision of law under the  
3 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and  
4 collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the  
5 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by  
6 aggrieved employees in a civil action brought on behalf of themselves and other current or  
7 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

8 37. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as  
9 “any person who was employed by the alleged violator and personally suffered each of the  
10 violations alleged.”

11 38. Plaintiff and other current and former employees of Defendants are “aggrieved  
12 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current  
13 or former employees and each of the alleged violations were committed against them.

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

- 17 (a) The aggrieved employee or representative shall give written notice by  
18 online filing with the LWDA and by certified mail to the employer of the  
19 specific provisions of the California Labor Code alleged to have been  
20 violated, including the facts and theories to support the alleged violation.
- 21 (b) An aggrieved employee’s notice filed with the LWDA pursuant to  
22 2699.3(a) and any employer response to that notice shall be accompanied  
23 by a filing fee of seventy-five dollars (\$75).
- 24 (c) The LWDA shall notify the employer and the aggrieved employee or  
25 representative by certified mail that it does not intend to investigate the  
26 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the  
27 postmark date of the aggrieved employee’s notice. Upon receipt of the  
28 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)

1 calendar days of the postmark date of the aggrieved employee's notice,  
2 the aggrieved employee may commence a civil action pursuant to  
3 California Labor Code section 2699 to recover civil penalties.

4 40. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,  
5 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision  
6 other than those listed in Section 2699.5 after the following requirements have been met:

7 (a) The aggrieved employee or representative shall give written notice by  
8 online filing with the LWDA and by certified mail to the employer of the  
9 specific provisions of the California Labor Code alleged to have been  
10 violated (other than those listed in Section 2699.5), including the facts  
11 and theories to support the alleged violation.

12 (b) An aggrieved employee's notice filed with the LWDA pursuant to  
13 2699.3(c) and any employer response to that notice shall be accompanied  
14 by a filing fee of seventy-five dollars (\$75).

15 (c) The employer may cure the alleged violation within thirty-three (33)  
16 calendar days of the postmark date of the notice sent by the aggrieved  
17 employee or representative. The employer shall give written notice  
18 within that period of time by certified mail to the aggrieved employee or  
19 representative and by online filing with the LWDA if the alleged violation  
20 is cured, including a description of actions taken, and no civil action  
21 pursuant to Section 2699 may commence. If the alleged violation is not  
22 cured within the 33-day period, the aggrieved employee may commence  
23 a civil action pursuant to Section 2699.

24 41. On July 28, 2025, Plaintiff provided written notice by online filing to the LWDA  
25 and by Certified Mail to Defendants of the specific provisions of the California Labor Code  
26 alleged to have been violated, including facts and theories to support the alleged violations, in  
27 accordance with California Labor Code section 2699.3. Plaintiff's written notice was  
28 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA

1 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case  
2 Number LWDA-CM-1114846-25. A true and correct copy of Plaintiff's written notice to the  
3 LWDA and Defendants is attached hereto as "Exhibit 1."

4 42. As of the filing date of this complaint, over 65 days have passed since Plaintiff  
5 sent the notice described above to the LWDA, and the LWDA has not responded that it intends  
6 to investigate Plaintiff's claims and Defendants have not cured the violations.

7 43. Thus, Plaintiff has satisfied the administrative prerequisites under California  
8 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for  
9 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,  
10 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

11 44. Labor Code section 558(a) provides "[a]ny employer or other person acting on  
12 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
13 provision regulating hours and days of work in any order of the Industrial Welfare Commission  
14 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for  
15 each underpaid employee for each pay period for which the employee was underpaid . . . . (2)  
16 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for  
17 each pay period for which the employee was underpaid . . . ." Labor Code section 558(c)  
18 provides "[t]he civil penalties provided for in this section are in addition to any other civil or  
19 criminal penalty provided by law."

20 45. Defendants, at all times relevant to this complaint, were employers or persons  
21 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'  
22 rights by violating various sections of the California Labor Code as set forth above.

23 46. As set forth below, Defendants have violated numerous provisions of both the  
24 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage  
25 Order.

26 47. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.  
27 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the  
28 public interest as a private attorney general, seeks assessment and collection of civil penalties

1 and injunctive relief for himself, all other aggrieved employees, and the State of California  
2 against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a),  
3 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

#### 4 **CLASS ACTION ALLEGATIONS**

5 48. Plaintiff brings this action on his own behalf, as well as on behalf of each and all  
6 other persons similarly situated, and thus seeks class certification under California Code of Civil  
7 Procedure section 382.

8 49. All claims alleged herein arise under California law for which Plaintiff seeks  
9 relief authorized by California law.

10 50. Plaintiff's proposed class consists of and is defined as follows:

11 All persons who worked for Defendants as non-exempt, hourly  
12 paid employees in California, within four (4) years prior to the  
filing of the initial complaint until the date of trial ("Class").

13 51. Plaintiff's proposed subclass consists of and is defined as follows:

14 All persons who worked for Defendants as non-exempt, hourly  
15 paid employees in California and who received at least one wage  
16 statement within one (1) year prior to the filing of the initial  
complaint until the date of trial ("Subclass").

17 52. Members of the Class and Subclass are referred to herein as "class members."

18 53. Plaintiff reserves the right to redefine the Class and Subclass and to add  
19 additional subclasses as appropriate based on further investigation, discovery, and specific  
20 theories of liability.

21 54. There are common questions of law and fact as to class members that  
22 predominate over questions affecting only individual members, including, but not limited to:

23 (a) Whether Defendants required Plaintiff and class members to work over  
24 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)  
25 hours per week and failed to pay all legally required overtime  
26 compensation to Plaintiff and class members;

27 (b) Whether Defendants failed to pay Plaintiff and class members at least  
28 minimum wages for all hours worked;

- (c) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

55. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all

1 members would be unfeasible and impractical. The membership of the  
2 entire class is unknown to Plaintiff at this time; however, the class is  
3 estimated to be greater than one hundred (100) individuals and the  
4 identity of such membership is readily ascertainable by inspection of  
5 Defendants' employment records.

6 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect  
7 the interests of each class member with whom he has a well-defined  
8 community of interest, and Plaintiff's claims (or defenses, if any) are  
9 typical of all class members as demonstrated herein.

10 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect  
11 the interests of each class member with whom he has a well-defined  
12 community of interest and typicality of claims, as demonstrated herein.  
13 Plaintiff acknowledges that he has an obligation to make known to the  
14 Court any relationship, conflicts or differences with any class member.  
15 Plaintiff's attorneys, the proposed class counsel, are versed in the rules  
16 governing class action discovery, certification, and settlement. Plaintiff  
17 has incurred, and throughout the duration of this action, will continue to  
18 incur costs and attorneys' fees that have been, are, and will be necessarily  
19 expended for the prosecution of this action for the substantial benefit of  
20 each class member.

21 (d) Superiority: The nature of this action makes the use of class action  
22 adjudication superior to other methods. A class action will achieve  
23 economies of time, effort, and expense as compared with separate  
24 lawsuits, and will avoid inconsistent outcomes because the same issues  
25 can be adjudicated in the same manner and at the same time for the entire  
26 class.

27 (e) Public Policy Considerations: Employers in the State of California violate  
28 employment and labor laws every day. Current employees are often

afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

## FIRST CAUSE OF ACTION

## Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

**(Against all Defendants)**

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

57. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

58. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

59. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

60. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's

1 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the  
2 employee, including nondiscretionary bonuses and incentive pay.

3 61. California Labor Code section 510 codifies the right to overtime compensation  
4 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)  
5 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh  
6 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for  
7 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on  
8 the seventh (7th) day of work.

9 62. During the relevant time period, Defendants willfully failed to pay all overtime  
10 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class  
11 members were not paid overtime premiums for all of the hours they worked in excess of eight  
12 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours  
13 in a week, because all hours worked were not recorded.

14 63. First, Defendants had, and continue to have, a company-wide policy and/or  
15 practice of discouraging and impeding Plaintiff and class members from recording hours  
16 worked that were outside of their scheduled shifts, in order to limit the amount of overtime  
17 and/or double-time employees could accrue. Specifically, Defendants' management pressured  
18 Plaintiff and class members to record their scheduled shift start-times and shift end-times  
19 instead of their actual hours worked to limit the overtime hours employees were eligible to be  
20 compensated for. As stated in Defendants' "Timekeeping" policy, "[n]on-exempt employees  
21 are not permitted to work unscheduled time without prior authorization from their manager.  
22 This includes clocking in early, clocking out late . . . ." Defendants' Timekeeping policy further  
23 states, "Employees should clock in no sooner than five [(5)] minutes before their scheduled shift  
24 and no later than five [(5)] minutes after their scheduled shift." Defendants' timekeeping  
25 policies, coupled with Defendants' company-wide practices of understaffing and/or single-  
26 staffing (*see infra*), led Plaintiff and class members to work off-the-clock after their scheduled  
27 shifts in order to complete their assigned work tasks. Because Defendants discouraged overtime  
28 accrual, Plaintiff and class members were required to complete assigned tasks outside of their

1 scheduled shifts without being compensated for the time they worked.

2         64. For example, Defendants had a requirement that a Medication Technician  
3 employee be present on the floor at all times and prohibited Medication Technicians from  
4 leaving the premises unless another Medication Technician was also on duty. At the same time,  
5 Defendants' company-wide practices of understaffing and/or single-staffing did not always  
6 allow for more than one Medication Technician to be on the schedule at all times and  
7 approximately twice per week, Plaintiff was required to spend up to 45 minutes waiting for  
8 another employee to arrive to the facility so he could leave for the day. However, due to  
9 Defendants' restrictions on overtime and/or double-time, Plaintiff was not allowed to remain  
10 clocked in and record this time spent working after his scheduled shift-end time.

11         65. In addition, Plaintiff and class members were required to respond to phone calls  
12 and text messages from Defendants' management after their shifts or on their days off. For  
13 example, after clocking out or on his days off, Plaintiff was required to answer work-related  
14 phone calls and text messages from management at least three (3) times per week. Thus,  
15 Defendants failed to track all of the time that employees spent performing work-related tasks  
16 outside of their shifts, and Plaintiff and class members received no compensation for this time.

17         66. Second, as stated, Defendants had, and continue to have, a company-wide policy  
18 and/or practice of understaffing their facilities. Defendants' uniform practice of understaffing  
19 resulted in a failure to provide Plaintiff and class members with adequate meal period coverage,  
20 because there were too few employees on duty to handle the workload and attend to residents,  
21 which included meeting various metrics pertaining to each facility's quality of care. For  
22 example, for Medication Technicians like Plaintiff, there was a 1-hour time target/goal for  
23 passing out medication to assigned residents. Because Defendants did not employ or staff a  
24 sufficient number of employees to handle the heavy workload, there was no one available to  
25 relieve employees needing meal period coverage, and Plaintiff and class members were not  
26 always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to  
27 receive a meal period. Also, Defendants systematically, and on a company-wide basis,  
28 understaffed their locations by adopting a single-staffing model for some of their positions, such

1 as Medication Technicians, whereby only one employee was scheduled to work at certain times,  
2 and thus failed to provide adequate meal period coverage to permit those employees to take  
3 compliant meal periods. Moreover, Defendants failed to adhere to a schedule for meal periods,  
4 which further caused Plaintiff and class members to not be relieved of their duties for compliant  
5 meal periods.

6 67. For example, Plaintiff often worked straight through his meal periods in order to  
7 keep up with the demands of his work due to understaffing and the lack of meal period coverage.  
8 Additionally, Plaintiff's meal periods were regularly interrupted by Defendants' managers  
9 requiring he escort third-party hospice care agents onto Defendants' premises when they arrived  
10 at the premises during his meal periods, which shortened Plaintiff's meal periods by several  
11 minutes. Plaintiff's meal periods were also often interrupted by managers demanding he attend  
12 to residents' emergency medication requests, or by Defendants' certified nursing assistant  
13 ("CNA") staff to address work-related questions regarding resident care. Thus, Plaintiff and  
14 class members worked through meal periods and/or had meal periods cut short or interrupted in  
15 order to handle their workloads. Defendants did not compensate Plaintiff and class members  
16 for the time they spent working off the clock during meal periods (*see infra*).

17 68. Third, Defendants required Plaintiff and class members to use their company-  
18 issued walkie-talkies to communicate with supervisors and coworkers at all times, including  
19 during unpaid meal periods. Defendants expected that Plaintiff and class members promptly  
20 respond to calls at all times to discuss work-related matters. For example, during Plaintiff's  
21 meal periods, Defendants' supervisors and coworkers would contact Plaintiff on his walkie-  
22 talkie to discuss work-related matters, but did not compensate him for this time. Defendants  
23 knew or should have known that Plaintiff and class members were being made to respond to  
24 management while off-the-clock and during meal periods in order to meet Defendants'  
25 expectations, but failed to compensate them for this time worked.

26 69. Fourth, on information and belief, Defendants maintained and implemented a  
27 company-wide on-premises meal period policy, which mandated that Plaintiff and class  
28 members remain on their premises during their unpaid meal periods. Because Plaintiff and class

1 members were restricted from leaving the premises during meal periods, they were denied the  
2 ability to use their meal periods freely for their own purposes. For example, Plaintiff and class  
3 members were unable to run personal errands because they were unable to leave the work  
4 premises. Thus, Defendants effectively maintained control over Plaintiff and class members  
5 during their unpaid meal periods.

6 70. Fifth, on information and belief, Defendants' management pressured Plaintiff  
7 and class members to clock out for meal periods and/or adjusted employee time records to  
8 reflect compliant meal periods, even when they did not receive a compliant meal period. For  
9 example, Plaintiff would often clock out for his meal period but would work through his meal  
10 period, out of fear of being disciplined by Defendants, or Plaintiff's supervisor would edit the  
11 meal period start- and end-times on Plaintiff's timesheets. Moreover, Defendants' company-  
12 wide timekeeping system prevented Plaintiff and class members from recording all hours  
13 worked when their meal periods were shortened or interrupted, because the system locked out  
14 Plaintiff and class members once they clocked out for a meal period, and would not permit them  
15 to clock back in from a meal period until 30 minutes elapsed. Thus, Defendants did not record  
16 all hours worked during meal periods, and Plaintiff and class members performed work during  
17 meal periods for which they were not paid.

18 71. Defendants knew or should have known that as a result of these company-wide  
19 practices and/or policies, Plaintiff and class members were performing their assigned duties off-  
20 the-clock outside of their scheduled shifts and during meal periods, and were suffered or  
21 permitted to perform work for which they were not paid. Because Plaintiff and class members  
22 worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this  
23 off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members  
24 were not paid overtime wages for all of the overtime hours they actually worked.

25 72. Defendants' failure to pay Plaintiff and class members the balance of overtime  
26 compensation as required by California law, violates the provisions of California Labor Code  
27 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class  
28 members are entitled to recover from Defendants their unpaid overtime compensation, as well

as interest, costs, and attorneys' fees.

## **SECOND CAUSE OF ACTION**

### **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages (Against all Defendants)**

73. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

74. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so." Cal. Code Regs. tit. 8, § 1105(2)(M) (defining "Hours Worked").

75. First, as set forth above, as a result of Defendants' policies and/or practices of limiting the amount of overtime and/or double-time employees could accrue, pressuring employees to record only their scheduled hours in the timekeeping system rather than actual hours worked, understaffing their facilities, and assigning heavy workloads, Defendants required Plaintiff and class members to perform work off-the-clock after their scheduled shifts or on their days off, such as waiting for another employee to arrive to the facility to be allowed to leave for the day and responding to work-related phone calls and text messages from supervisors. Defendants failed to track this time that Plaintiff and class members spent working off-the-clock, and Plaintiff and class members received no compensation for this time.

76. Second, as also stated above, due to Defendants' policies and/or practices of understaffing and/or single-staffing their facilities, failing to adhere to a schedule for meal periods, requiring employees to carry a company-issued walkie-talkie to respond to calls from supervisors and coworkers at all times, and requiring employees to remain on work premises during meal periods, Plaintiff and class members were prevented from taking all uninterrupted

1 meal periods to which they were entitled and were required to work off-the-clock during meal  
2 periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties  
3 during unpaid meal periods. Moreover, as stated, on information and belief, Defendants  
4 pressured Plaintiff and class members to clock out for meal periods and/or adjusted employee  
5 time records to reflect compliant meal periods, even when meal periods were missed, short,  
6 and/or interrupted. Additionally, as stated, Defendants' company-wide timekeeping system  
7 prevented Plaintiff and class members from entering time worked during meal periods because  
8 the system locked out Plaintiff and class members for a full 30 minutes. Thus, Defendants  
9 systematically failed to pay Plaintiff and class members for actual hours worked during unpaid  
10 meal periods because these hours were not always correctly recorded.

11 77. Defendants did not pay minimum wages for all hours worked by Plaintiff and  
12 class members. To the extent that these off-the-clock hours did not qualify for overtime  
13 premium payment, Defendants did not pay at least minimum wages for those hours worked off-  
14 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

15 78. Defendants' failure to pay Plaintiff and class members minimum wages violates  
16 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California  
17 Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants  
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

### 19 **THIRD CAUSE OF ACTION**

#### 20 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

#### 21 **Violations**

#### 22 **(Against all Defendants)**

23 79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
24 and every allegation set forth above.

25 80. At all relevant times herein set forth, California Labor Code section 512(a)  
26 provides that an employer may not require, cause, or permit an employee to work for a period  
27 of more than five (5) hours per day without providing the employee with a meal period of not  
28 less than thirty (30) minutes, except that if the total work period per day of the employee is not

1 more than six (6) hours, the meal period may be waived by mutual consent of both the employer  
2 and the employee. Under California law, first meal periods must start after no more than five  
3 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

4 81. At all relevant times herein set forth, California Labor Code sections 226.7,  
5 512(a), 516, and 1198 provide that no employer shall require an employee to work during any  
6 meal period mandated by an applicable order of the IWC.

7 82. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and  
8 the applicable IWC Wage Order also require employers to provide a second meal period of not  
9 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an  
10 employee one (1) additional hour of pay at the employee's regular rate, except that if the total  
11 hours worked is no more than twelve (12) hours, the second meal period may be waived by  
12 mutual consent of the employer and the employee only if the first meal period was not waived.

13 83. First, during the relevant time period, as stated, Defendants' company-wide  
14 policies and/or practices of understaffing resulted in a failure to provide Plaintiff and class  
15 members with adequate meal period coverage, because there were too few employees on duty  
16 to handle the workload and attend to residents, which included meeting a 1-hour time target/goal  
17 for passing out medication to assigned residents, and prevented Plaintiff and class members  
18 from taking all timely, uninterrupted meal periods to which they were entitled. As also stated,  
19 Defendants systematically, and on a company-wide basis, understaffed their locations by  
20 adopting a single-staffing model for some of their positions, such as Medication Technicians,  
21 whereby only one employee was scheduled to work at certain times, thereby failing to provide  
22 adequate meal period coverage to permit those employees to take compliant meal periods.  
23 Moreover, Defendants failed to adhere to a schedule for meal periods, which further caused  
24 Plaintiff and class members to not be relieved of their duties for compliant meal periods.

25 84. As a result, Plaintiff and class members had to work through all or part of their  
26 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time  
27 before taking meal periods. For example, about twice per week, Plaintiff missed his meal  
28 periods to attend to the urgent medical emergencies of residents and was the sole Medication

1 Technician on some shifts. As another example, as stated, Plaintiff's meal periods were  
2 regularly interrupted by Defendants' managers requiring he escort third-party hospice care  
3 agents onto Defendants' premises when they arrived at the premises during his meal periods,  
4 which shortened Plaintiff's meal period by several minutes. Plaintiff's meal periods were also  
5 often interrupted by managers demanding he attend to residents' emergency medication  
6 requests, or by Defendants' CNA staff to address work-related questions regarding resident  
7 care. As a further example, Plaintiff often took his meal periods late, after having worked in  
8 excess of five (5) hours into his shift, due to the lack of coverage available.

9 85. Second, as stated, Defendants had a policy and/or practice of requiring that  
10 Plaintiff and class members carry their company-issued walkie-talkies at all times and promptly  
11 respond to calls from supervisors and coworkers, even during meal periods. For example, as  
12 stated, during Plaintiff's meal periods, Defendants' supervisors and coworkers would contact  
13 Plaintiff on his company-issued walkie-talkie to discuss work-related matters and would require  
14 him to respond.

15 86. Third, as stated above, on information and belief, during the relevant time period,  
16 Defendants maintained and implemented a company-wide on-premises meal period policy for  
17 employees, which mandated that Plaintiff and class members remain on the work premises  
18 during their meal periods. Because Plaintiff and class members were restricted from leaving  
19 the premises during meal periods, they were denied the ability to use their meal periods freely  
20 for their own purposes. Thus, Defendants effectively maintained control over Plaintiff and class  
21 members during meal periods.

22 87. Finally, as stated, on information and belief, because Defendants frowned upon  
23 employees accruing meal period premiums, Defendants' management pressured Plaintiff and  
24 class members to clock out for meal periods and/or adjusted employee time records to reflect  
25 compliant meal periods, regardless of whether they had received a compliant meal period or  
26 not, in order to strictly limit the meal period premiums that would need to be paid by Defendants.  
27 For example, as stated, Plaintiff was sometimes required to record that he had received  
28 compliant meal periods on shifts when he had not, in fact, received these timely, uninterrupted

1 meal periods and/or Plaintiff's supervisor would edit Plaintiff's meal period start- and end-times  
2 on Plaintiff's timesheets, to reflect compliant meal periods. Additionally, as stated, Defendants'  
3 company-wide timekeeping system prevented Plaintiff and class members from recording when  
4 their meal periods were shortened or interrupted, because the system locked out Plaintiff and  
5 class members once they clocked out for a meal period, and would not permit them to clock  
6 back in from a meal period before 30 minutes had elapsed. Plaintiff and class members did not  
7 sign valid meal period waivers on days that they were entitled to meal periods and were not  
8 relieved of all duties.

9 88. At all times herein mentioned, Defendants knew or should have known that, as a  
10 result of these policies, Plaintiff and class members were prevented from being relieved of all  
11 duties and required to perform some of their assigned duties during meal periods. Defendants  
12 further knew or should have known that Defendants did not pay Plaintiff and class members  
13 meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

14 89. Moreover, Defendants engaged in a company-wide practice and/or policy of not  
15 paying all meal period premiums owed when compliant meal periods are not provided. Because  
16 of this practice and/or policy, Plaintiff and class members have not received premium pay for  
17 all missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff  
18 and class members compliant meal periods in violation of California Labor Code sections 226.7,  
19 512(a), and 516 and failed to pay the full meal period premiums due.

20 90. Defendants' conduct violates the applicable IWC Wage Order, and California  
21 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore  
22 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular  
23 rate of compensation for each work day that the meal period was not provided.

#### 24 **FOURTH CAUSE OF ACTION**

#### 25 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 26 **(Against all Defendants)**

27 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
28 and every allegation set forth above.

1           92. At all relevant times herein set forth, the applicable IWC Wage Order and  
2 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class  
3 members' employment by Defendants.

4           93. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
5 employer shall authorize and permit all employees to take rest periods, which insofar as  
6 practicable shall be in the middle of each work period" and that the "rest period time shall be  
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
8 hours or major fraction thereof" unless the total daily work time is less than three and one-half  
9 (3 ½) hours.

10          94. At all relevant times, California Labor Code section 226.7 provides that no  
11 employer shall require an employee to work during any rest period mandated by an applicable  
12 order of the California IWC. To comply with its obligation to authorize and permit rest periods  
13 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer  
14 must "relinquish any control over how employees spend their break time, and relieve their  
15 employees of all duties—including the obligation that an employee remain on call. A rest  
16 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th  
17 257, 273 (2016).

18          95. During the relevant time period, Defendants regularly failed to authorize and  
19 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour  
20 period worked or major fraction thereof. As with meal periods, Defendants' company-wide  
21 policies and practices of understaffing and/or single-staffing prevented Plaintiff and class  
22 members from being able to take rest periods. Defendants also failed to schedule rest periods,  
23 which, coupled with Defendants' requirement that employees respond to communications from  
24 management on their company-issued walkie-talkies at all times, further led to Plaintiff and  
25 class members not being authorized and permitted to take rest periods.

26          96. Furthermore, upon information and belief, during the relevant time period,  
27 Defendants maintained and implemented a company-wide on-premises rest period policy,  
28 which mandated that Plaintiff and class members remain on the work premises during their rest

1 periods. Because Plaintiff and class members were restricted from leaving the premises during  
2 rest periods, they were denied the ability to use their rest periods freely for their own purposes,  
3 such as running personal errands. Thus, Defendants effectively maintained control over  
4 Plaintiff and class members during rest periods.

5 97. As a result of Defendants' practices and policies, Plaintiff and class members  
6 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without  
7 receiving all uninterrupted rest periods to which they were entitled. For example, throughout  
8 his employment, Plaintiff was required to forgo all his rest periods due to the lack of coverage  
9 and Defendants' failure to schedule rest periods for employees.

10 98. Defendants have also engaged in a company-wide practice and/or policy of not  
11 paying rest period premiums owed when compliant rest periods are not authorized and  
12 permitted. Because of this practice and/or policy, Plaintiff and class members have not received  
13 premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and class  
14 members rest periods and failed to pay them rest period premiums due, in violation of Labor  
15 Code sections 226.7 and 516, and the applicable IWC Wage Order.

16 99. Defendants' conduct violates the applicable IWC Wage Order and California  
17 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled  
18 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of  
19 compensation for each work day that a compliant rest period was not authorized and permitted.

## 20 **FIFTH CAUSE OF ACTION**

### 21 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**

#### 22 **Statements and Failure to Maintain Accurate Payroll Records**

#### 23 **(Against all Defendants)**

24 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
25 and every allegation set forth above.

26 101. At all relevant times herein set forth, California Labor Code section 226(a)  
27 provides that every employer shall furnish each of his or her employees an accurate and  
28 complete itemized wage statement in writing, including, but not limited to, the name and address

1 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,  
2 and all applicable rates of pay.

3 102. At all relevant times, Defendants have knowingly and intentionally provided  
4 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For  
5 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that  
6 fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of  
7 the legal entity that is the employer; and all applicable hourly rates in effect during the pay  
8 period, including rates of pay for overtime wages, and the corresponding number of hours  
9 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),  
10 226(a)(5), 226(a)(8), and 226(a)(9).

11 103. Because Defendants did not record the time Plaintiff and Subclass members spent  
12 working off the clock and deducted time from their records for meal periods that were  
13 interrupted and/or missed (and therefore time for which they should have been paid),  
14 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and  
15 Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,  
16 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass  
17 members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay  
18 in effect during the pay period and the corresponding accurate number of hours worked at each  
19 hourly rate, in violation of section 226(a)(9).

20 104. Additionally, and separate from these violations, Defendants issued uniform  
21 wage statements to Plaintiff and Subclass members that failed to correctly list the correct  
22 address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of  
23 section 226(a)(8) is to provide California employees with transparency as to the true identity of  
24 their employer, to allow the employee to contact their employer during employment or in the  
25 future for various reasons, including filing an administrative claim, judicial claim, or other  
26 action to seek relief against their employer, to obtain unemployment benefits, etc.

27 105. During the relevant time period, Defendants systematically, and on a company-  
28 wide basis, issued wage statements to Plaintiff and Subclass members that fail to correctly list

1 the employing entity's address. Plaintiff's and Subclass members' wage statements incorrectly  
2 list the employing entity's address as "970 Reserve Drive, #100 Roseville, CA 95678."  
3 However, according to the California Secretary of State's website, Plaintiff's and Subclass  
4 members' actual, correct employing entity's address is "3001 LAVA RIDGE COURT SUITE  
5 340 ROSEVILLE, CA 95661."

6 106. The wage statement deficiencies also include, among other things, failing to list  
7 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a  
8 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for  
9 which employees were paid; failing to list the name of the employee and only the last four digits  
10 of his or her social security number or an employee identification number other than a social  
11 security number; failing to list the name of the legal entity that is the employer; and/or failing  
12 to state all hours worked as a result of not recording or stating hours worked off-the-clock.

13 107. California Labor Code section 1174(d) provides that "[e]very person employing  
14 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees  
15 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the  
16 plants or establishments at which employees are employed, payroll records showing the hours  
17 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
18 applicable piece rate paid to, employees employed at the respective plants or  
19 establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d),  
20 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass  
21 members showing the daily hours they worked and the wages paid thereto as a result of failing  
22 to record the off-the-clock hours that they worked.

23 108. California Labor Code section 1198 provides that the maximum hours of work  
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set  
25 forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment  
26 of any employees for longer hours than those fixed by the order or under conditions of labor  
27 prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers  
28 are required to keep accurate time records showing when the employee begins and ends each

1 work period and meal period. During the relevant time period, Defendants engaged in company-  
2 wide practices and/or policies of failing to record actual hours worked (including falsifying time  
3 records by recording that compliant meal periods were taken regardless of if or when meal  
4 periods were actually taken), and thereby failed to keep accurate records of work period and  
5 meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.

6 109. Plaintiff and Subclass members are entitled to recover from Defendants the  
7 greater of their actual damages caused by Defendants' failure to comply with California Labor  
8 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per  
9 employee.

## 10 **SIXTH CAUSE OF ACTION**

### 11 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 12 **Termination** 13 **(Against all Defendants)**

14 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
15 and every allegation set forth above.

16 111. This cause of action is dependent upon, and wholly derivative of, the overtime  
17 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to  
18 Plaintiff and those class members no longer employed by Defendants upon their termination.

19 112. At all times relevant herein set forth, Labor Code sections 201 and 202 provide  
20 that if an employer discharges an employee, the wages earned and unpaid at the time of  
21 discharge are due and payable immediately, and that if an employee voluntarily leaves his or  
22 her employment, his or her wages shall become due and payable not later than seventy-two (72)  
23 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his  
24 or her intention to quit, in which case the employee is entitled to his or her wages at the time of  
25 quitting.

26 113. Defendants willfully failed to pay Plaintiff and class members who are no longer  
27 employed by Defendants the earned and unpaid wages set forth above, including but not limited  
28 to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time

1 of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

2 114. Defendants' failure to pay Plaintiff and class members who are no longer  
3 employed by Defendants their wages earned and unpaid at the time of discharge, or within  
4 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201  
5 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the  
6 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a  
7 thirty (30) day maximum pursuant to California Labor Code section 203.

## 8 **SEVENTH CAUSE OF ACTION**

### 9 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**

#### 10 **Employment**

#### 11 **(Against all Defendants)**

12 115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
13 and every allegation set forth above.

14 116. This cause of action is dependent upon, and wholly derivative of, the overtime  
15 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to  
16 Plaintiff and class members during their employment.

17 117. At all times relevant herein set forth, Labor Code section 204 provides that all  
18 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)  
19 days, inclusive, of any calendar month, other than those wages due upon termination of an  
20 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of  
21 the month during which the labor was performed.

22 118. At all times relevant herein, Labor Code section 204 provides that all wages  
23 earned by any person in any employment between the sixteenth (16th) and the last day,  
24 inclusive, of any calendar month, other than those wages due upon termination of an employee,  
25 are due and payable between the first (1st) and the tenth (10th) day of the following month.

26 119. At all times relevant herein, Labor Code section 204 provides that all wages  
27 earned for labor in excess of the normal work period shall be paid no later than the payday for  
28 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section

1 204 provides that the requirements of this section are deemed satisfied by the payment of wages  
2 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)  
3 calendar days following the close of the payroll period.

4 120. During the relevant time period, Defendants willfully failed to pay Plaintiff and  
5 class members all wages due including, but not limited to, overtime wages, minimum wages,  
6 and/or meal and rest period premiums, within the time periods specified by California Labor  
7 Code section 204.

8 121. Defendants' failure to pay Plaintiff and class members all wages due violates  
9 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from  
10 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

## 11 **EIGHTH CAUSE OF ACTION**

### 12 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 13 **(Against all Defendants)**

14 122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
15 and every allegation set forth above.

16 123. At all times herein set forth, California Labor Code section 2802 provides that  
17 an employer must reimburse employees for all necessary expenditures and losses incurred by  
18 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is  
19 to prevent employers from passing off their cost of doing business and operating expenses on  
20 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144  
21 (2014). The applicable wage order, IWC Wage Order No. 5-2001 provides that: "[w]hen tools  
22 or equipment are required by the employer or are necessary to the performance of a job, such  
23 tools and equipment shall be provided and maintained by the employer, except that an employee  
24 whose wages are at least two (2) times the minimum wage provided herein may be required to  
25 provide and maintain hand tools and equipment customarily required by the trade or craft."  
26 IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the  
27 employer to be worn by the employee as a condition of employment, such uniforms shall be  
28 provided and maintained by the employer."

1           124. During the relevant time period, Defendants, on a company-wide basis, required  
2 Plaintiff and class members to use their personal mobile devices, including, but not limited to,  
3 cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for  
4 the costs of their work-related mobile device and/or mobile data expenses. For example,  
5 Plaintiff was required to use his personal cellular phone to call or text message with his  
6 managers and coworkers regarding his work performance and outstanding tasks to be  
7 completed. Although Defendants required Plaintiff and class members to use their personal  
8 mobile devices and/or mobile data to carry out their work-related duties, Defendants failed to  
9 reimburse them for their costs incurred.

10           125. Additionally, during the relevant time period, Defendants required Plaintiff and  
11 class members to wear medical scrubs, including shirts and/or pants. However, due to the nature  
12 of assisted living residential care work, Plaintiff's and class members' uniforms would become  
13 exposed to or contaminated by residents' germs and bodily fluids such that they were unable to  
14 mix these clothes in with other laundry. As a result, they had to wash their uniform items  
15 separately from their other clothing items, thus incurring additional utility and laundry expenses  
16 for the upkeep of their uniforms. Thus, Defendants failed to maintain the uniforms they required  
17 Plaintiff and class members to wear during their shifts and forced them to incur the cost of  
18 maintaining employee uniforms.

19           126. Defendants could have provided Plaintiff and class members with the actual  
20 equipment for use on the job, such as company mobile devices, as well as access to laundering  
21 services. Or, Defendants could have reimbursed employees for the cost of their mobile device  
22 usage and laundering expenses or provided a uniform maintenance allowance. Instead,  
23 Defendants passed these operating costs onto Plaintiff and class members. At all relevant times,  
24 Plaintiff did not earn at least two (2) times the minimum wage.

25           127. Defendants' company-wide policy and/or practice of not reimbursing employees  
26 for expenses necessarily incurred and passing on their operating costs to Plaintiff and class  
27 members violates California Labor Code section 2802. Defendants have intentionally and  
28 willfully failed to reimburse Plaintiff and class members for necessary business-related

1 expenses and costs.

2 128. Pursuant to California Labor Code section 2802, Plaintiff and class members are  
3 entitled to recover from Defendants their business-related expenses incurred during the course  
4 and scope of their employment, plus interest, costs, and attorneys' fees.

5 **NINTH CAUSE OF ACTION**

6 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

7 **(Against all Defendants)**

8 129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
9 and every allegation set forth above.

10 130. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil  
11 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section  
12 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.  
13 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover  
14 civil penalties for violations of those Labor Code sections not found in section 2699.5,  
15 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and  
16 2810.5.

17 131. Defendants' conduct, as alleged herein, violates numerous sections of the  
18 California Labor Code, including, but not limited to, the following:

- 19 (f) Violation of Labor Code sections 510 and 1198, and the applicable IWC  
20 Wage Order for Defendants' failure to compensate Plaintiff and other  
21 aggrieved employees with all required overtime pay, as alleged herein;
- 22 (g) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and  
23 1198, and the applicable IWC Wage Order for Defendants' failure to  
24 compensate Plaintiff and other aggrieved employees with at least  
25 minimum wages for all hours worked, as alleged herein;
- 26 (h) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the  
27 applicable IWC Wage Order for Defendants' failure to provide Plaintiff  
28 and other aggrieved employees with meal periods, as alleged herein;

- 1 (i) Violation of Labor Code sections 226.7, 516, and 1198, and the  
2 applicable IWC Wage Order for Defendants' failure to authorize and  
3 permit Plaintiff and other aggrieved employees to take rest periods, as  
4 alleged herein;
- 5 (j) Violation of Labor Code sections 226(a) and 1198, and the applicable  
6 IWC Wage Order for failure to provide accurate and complete wage  
7 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 8 (k) Violation of Labor Code sections 1174(d) and 1198, and the applicable  
9 IWC Wage Order for failure to maintain payroll records, as alleged  
10 herein;
- 11 (l) Violation of Labor Code sections 201 and 202 for failure to pay all  
12 earned wages upon termination, as alleged herein;
- 13 (m) Violation of Labor Code section 204 for failure to pay all earned wages  
14 during employment, as alleged herein;
- 15 (n) Violation of Labor Code section 2802 for failure to reimburse Plaintiff  
16 and other aggrieved employees for all business expenses necessarily  
17 incurred, as alleged herein; and
- 18 (o) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to  
19 provide notice of material terms of employment, as set forth below.

20 132. At all relevant times herein, California's Wage Theft Prevention Act was  
21 enacted to ensure that employers provide employees with basic information material to their  
22 employment relationship at the time of hiring, and to ensure that employees are given written  
23 and timely notice of any changes to basic information material to their employment. Codified  
24 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the  
25 time of hiring, an employer must provide written notice to employees containing basic and  
26 material payroll information, including, among other things, the rate(s) of pay and basis  
27 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,  
28 including any rates for overtime, the regular payday designated by the employer, and any

allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

133. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and other aggrieved employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that Defendants provided to Plaintiff is blank where the aforementioned wage information should be filled in.

134. Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

#### **TENTH CAUSE OF ACTION**

##### **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

##### **Unlawful Business Practices**

##### **(Against all Defendants)**

135. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

136. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

137. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

138. Defendants' activities, as alleged herein, are violations of California law, and

1 constitute unlawful business acts and practices in violation of California Business & Professions  
2 Code sections 17200, *et seq.*

3 139. A violation of California Business & Professions Code sections 17200, *et seq.*  
4 may be predicated on the violation of any state or federal law. In the instant case, Defendants'  
5 policies and practices have violated state law in at least the following respects:

- 6 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and  
7 class members, to work overtime without paying them proper  
8 compensation in violation of California Labor Code sections 510 and  
9 1198, and the applicable IWC Wage Order, as alleged herein;
- 10 (b) Failing to pay at least minimum wage to Plaintiff and class members in  
11 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,  
12 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 13 (c) Failing to provide all meal periods to Plaintiff and class members in  
14 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,  
15 and the applicable IWC Wage Order, as alleged herein;
- 16 (d) Failing to authorize and permit Plaintiff and class members to take all rest  
17 periods in violation of California Labor Code sections 226.7, 516, and  
18 1198, and the applicable IWC Wage Order, as alleged herein;
- 19 (e) Failing to provide Plaintiff and class members with accurate wage  
20 statements and failing to maintain accurate payroll records in violation of  
21 California Labor Code sections 226(a), 1174(d), and 1198, and the  
22 applicable IWC Wage Order, as alleged herein;
- 23 (f) Failing timely to pay all earned wages to Plaintiff and class members in  
24 violation of California Labor Code section 204, as alleged herein;
- 25 (g) Failing to reimburse Plaintiff and class members for all business expenses  
26 necessarily incurred in violation of California Labor Code section 2802,  
27 as alleged herein; and
- 28 (h) Failing to provide written notice of information material to Plaintiff's and

1 class members' employment with Defendants in violation of California  
2 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

3 140. At all relevant times herein, California's Wage Theft Prevention Act was enacted  
4 to ensure that employers provide employees with basic information material to their  
5 employment relationship at the time of hiring, and to ensure that employees are given written  
6 and timely notice of any changes to basic information material to their employment. Codified  
7 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the  
8 time of hiring, an employer must provide written notice to employees containing basic and  
9 material payroll information, including, among other things, the rate(s) of pay and basis thereof,  
10 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including  
11 any rates for overtime, the regular payday designated by the employer, and any allowances  
12 claims as part of the minimum wage, including meal or lodging allowances. Labor Code  
13 § 2810.5(a)(1)(A)-(C).

14 141. At all relevant times, on information and belief, Defendants failed, on a  
15 company-wide basis, to provide written notice to Plaintiff and class members that lists all the  
16 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically,  
17 Defendants failed to provide Plaintiff and class members with the hourly rate(s) of pay,  
18 including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage  
19 theft form that Defendants provided to Plaintiff is blank where the aforementioned wage  
20 information should be filled in. Defendants' failure to provide Plaintiff and class members with  
21 written notice of basic information regarding their employment with Defendants is in violation  
22 of California Labor Code section 2810.5.

23 142. As a result of the violations of California law herein described, Defendants  
24 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have  
25 suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

26 143. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
27 Plaintiff and class members are entitled to restitution of the wages withheld and retained by  
28 Defendants during a period that commences four years prior to the filing of the initial complaint;

1 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and  
2 class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure  
3 section 1021.5 and other applicable laws; and an award of costs.

4 **ELEVENTH CAUSE OF ACTION**

5 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

6 **Unfair Business Practices**

7 **(Against all Defendants)**

8 144. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
9 and every allegation set forth above.

10 145. Defendants are “persons” as defined by California Business & Professions Code  
11 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or  
12 associations.

13 146. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and  
14 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in  
15 fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to  
16 enforce important rights affecting the public interest within the meaning of Code of Civil  
17 Procedure section 1021.5.

18 147. Defendants’ activities, namely Defendants’ company-wide practice and/or policy  
19 of not paying Plaintiff and class members all meal and rest period premiums due to them under  
20 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee  
21 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by  
22 section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and  
23 secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th  
24 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and  
25 class members as part of their employment with Defendants, and thus Defendants’ practice  
26 and/or policy of denying these statutory benefits constitutes an unfair business practice in  
27 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

28 148. A violation of California Business & Professions Code sections 17200, *et seq.*

1 may be predicated on any unfair business practice. In the instant case, Defendants' policies and  
2 practices have violated the spirit of California's meal and rest period laws and constitute acts  
3 against the public policy behind these laws.

4 149. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
5 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory  
6 benefits implemented by section 226.7 withheld and retained by Defendants during a period that  
7 commences four years prior to the filing of the initial complaint; a permanent injunction  
8 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff  
9 and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure  
10 section 1021.5 and other applicable laws; and an award of costs.

#### 11 **REQUEST FOR JURY TRIAL**

12 Plaintiff requests a trial by jury.

#### 13 **PRAYER FOR RELIEF**

14 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against  
15 Defendants, jointly and severally, as follows:

16 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in  
17 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff  
18 reserves the right to amend his prayer for relief to seek a different amount.

#### 19 **Class Certification**

- 20 2. That this case be certified as a class action;  
21 3. That Plaintiff be appointed as the representative of the Class and Subclass;  
22 4. That counsel for Plaintiff be appointed as class counsel.

#### 23 **As to the First Cause of Action**

24 5. That the Court declare, adjudge, and decree that Defendants violated California  
25 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to  
26 pay all overtime wages due to Plaintiff and class members;

27 6. For general unpaid wages at overtime wage rates and such general and special  
28 damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

### As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

### As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;



1           31.     For all actual, consequential, and incidental losses and damages, according to  
2 proof;

3           32.     For injunctive relief pursuant to California Labor Code section 226(h);

4           33.     For statutory penalties pursuant to California Labor Code section 226(e);

5           34.     For attorneys' fees and costs pursuant to California Labor Code section  
6 226(e)(1); and

7           35.     For such other and further relief as the Court may deem equitable and  
8 appropriate.

9                           **As to the Sixth Cause of Action**

10          36.     That the Court declare, adjudge and decree that Defendants violated California  
11 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,  
12 and/or meal and rest period premiums owed at the time of termination of the employment of  
13 Plaintiff and other terminated class members;

14          37.     For all actual, consequential and incidental losses and damages, according to  
15 proof;

16          38.     For waiting time penalties according to proof pursuant to California Labor Code  
17 section 203 for all employees who have left Defendants' employ;

18          39.     For pre-judgment interest on any unpaid wages from the date such amounts were  
19 due, or as otherwise provided by law;

20          40.     For attorneys' fees pursuant to California Code of Civil Procedure section  
21 1021.5, or as otherwise provided by law; and

22          41.     For such other and further relief as the Court may deem equitable and  
23 appropriate.

24                           **As to the Seventh Cause of Action**

25          42.     That the Court declare, adjudge and decree that Defendants violated California  
26 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime  
27 wages, minimum wages, and/or meal and rest period premiums during their employment;

28          43.     For all actual, consequential and incidental losses and damages, according to

1 proof;

2 44. For statutory penalties according to proof pursuant to California Labor Code  
3 section 210;

4 45. For pre-judgment interest on any unpaid wages from the date such amounts were  
5 due, or as otherwise provided by law;

6 46. For attorneys' fees pursuant to California Code of Civil Procedure section  
7 1021.5, or as otherwise provided by law; and

8 47. For such other and further relief as the Court may deem equitable and  
9 appropriate.

10 **As to the Eighth Cause of Action**

11 48. That the Court declare, adjudge and decree that Defendants violated California  
12 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related  
13 expenses and costs incurred by Plaintiff and class members;

14 49. For unpaid business-related expenses and such general and special damages as  
15 may be appropriate;

16 50. For pre-judgment interest on any unpaid business-related expenses from the date  
17 such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise  
18 provided by law;

19 51. For all actual, consequential, and incidental losses and damages, according to  
20 proof;

21 52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),  
22 or as otherwise provided by law; and

23 53. For such other and further relief as the Court may deem equitable and  
24 appropriate.

25 **As to the Ninth Cause of Action**

26 54. That the Court declare, adjudge and decree that Defendants violated the  
27 following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510  
28 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198

(by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

55. For civil penalties pursuant to the California Labor Code sections 210, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

57. For attorneys' fees and costs pursuant to California Labor Code sections 1194.5 and/or 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

58. For pre-judgment and post-judgment interest as provided by law; and

59. For such other and further relief as the Court may deem equitable and appropriate.

#### **As to the Tenth Cause of Action**

60. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them; failing to provide Plaintiff and class members all minimum wages due to them; failing to provide Plaintiff and class members all meal periods; failing to authorize and permit Plaintiff and class members to take all rest periods; failing to provide Plaintiff and class members accurate and complete wage

1 statements; failing to maintain accurate payroll records for Plaintiff and class members; failing  
2 to timely pay Plaintiff and class members all earned wages during employment; failing to  
3 reimburse Plaintiff and class members for business-related expenses; and failing to provide  
4 written notice of material terms of employment, constitutes an unlawful business practice in  
5 violation of California Business and Professions Code sections 17200, *et seq.*;

6 61. For restitution of unpaid wages to Plaintiff and all class members and  
7 prejudgment interest from the day such amounts were due and payable;

8 62. For the appointment of a receiver to receive, manage, and distribute any and all  
9 funds disgorged from Defendants and determined to have been wrongfully acquired by  
10 Defendants as a result of violations of California Business & Professions Code sections 17200,  
11 *et seq.*;

12 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
13 California Code of Civil Procedure section 1021.5; and

14 64. For such other and further relief as the Court may deem equitable and  
15 appropriate.

16 **As to the Eleventh Cause of Action**

17 65. That the Court declare, adjudge and decree that Defendants' conduct of denying  
18 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an  
19 unfair business practice in violation of California Business and Professions Code sections  
20 17200, *et seq.*;

21 66. For restitution of the statutory benefits under section 226.7 unfairly withheld  
22 from Plaintiff and class members and prejudgment interest from the day such amounts were due  
23 and payable;

24 67. For the appointment of a receiver to receive, manage, and distribute any and all  
25 funds disgorged from Defendants and determined to have been wrongfully acquired by  
26 Defendants as a result of violations of California Business & Professions Code sections 17200,  
27 *et seq.*;

28 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5;

2 69. For pre-judgment and post-judgment interest as provided by law; and

3 70. For such other and further relief as the Court may deem equitable and  
4 appropriate.

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6 Dated: October 6, 2025

Respectfully submitted,

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Capstone Law APC

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By:



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Bevin Allen Pike

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Daniel S. Jonathan

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Trisha K. Monesi

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Shealene P. Mancuso

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Jeffrey Jimenez

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Attorneys for Plaintiff Jonathan Lomeli

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**EXHIBIT “1”**



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July 28, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency  
ATTN: PAGA Administrator  
(<https://dir.govfa.net/411>)

Subject: *Jonathan Lomeli v. Novellus Living LLC, et al.*

Dear PAGA Administrator:

This office represents Jonathan Lomeli in connection with his claims under the California Labor Code. Mr. Lomeli was an employee of NOVELLUS LIVING LLC, NOVELLUS CLAIREMONT LLC, and/or NOVELLUS LIVING HOLDING LLC. For the purpose of this letter, Mr. Lomeli collectively refers to these entities as "NOVELLUS."

The employers may be contacted directly at the addresses below:

NOVELLUS LIVING LLC  
3001 LAVA RIDGE COURT, SUITE 340  
ROSEVILLE, CA 95661

NOVELLUS CLAIREMONT LLC  
970 RESERVE DRIVE, STE 100  
ROSEVILLE, CA 95678

NOVELLUS LIVING HOLDING LLC  
3001 LAVA RIDGE CT., 340  
ROSEVILLE, CA 95661

Mr. Lomeli intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Lomeli seeks relief on behalf of himself, the State of California, and other persons who are or were employed by NOVELLUS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

NOVELLUS employed Mr. Lomeli as an hourly paid, non-exempt employee from approximately January 2025 to April 2025. Mr. Lomeli worked for NOVELLUS as a Medication Technician and Patient Care Coordinator at its Novellus Clairemont assisted living facility located in San Diego, California. During his employment, Mr. Lomeli typically worked eight (8) hours or more per day and five (5) days per week. By the end of his employment, Mr. Lomeli was compensated

approximately \$19.00 per hour. His job duties included, without limitation, providing medications to patients, communicating with doctors, and preparing insurance paperwork.

NOVELLUS committed each of the following Labor Code violations against Mr. Lomeli, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):<sup>1</sup>

### **NOVELLUS’s Company-Wide and Uniform Payroll and HR Practices**

NOVELLUS LIVING LLC, NOVELLUS CLAIREMONT LLC, and NOVELLUS LIVING HOLDING LLC are Delaware limited liability companies. Together, they operate assisted living and memory care facilities for seniors, and have at least three (3) facilities in California. Upon information and belief, NOVELLUS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Roseville, California, for all non-exempt, hourly paid employees working for NOVELLUS in California, including Mr. Lomeli and other aggrieved employees. At all relevant times, NOVELLUS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Lomeli and other aggrieved employees, regardless of their location or position.

Upon information and belief, NOVELLUS maintains a centralized Payroll department at its corporate headquarters in Roseville, California, which processes payroll for all non-exempt, hourly paid employees working for NOVELLUS in California, including Mr. Lomeli and other aggrieved employees. Further, NOVELLUS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Lomeli and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, NOVELLUS utilized the same methods and formulas when calculating wages due to Mr. Lomeli and other aggrieved employees in California.

### **Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime**

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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<sup>1</sup> These facts, theories, and claims are based on Mr. Lomeli’s experience and counsel’s review of those records currently available relating to Mr. Lomeli’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Lomeli reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

NOVELLUS willfully failed to pay all overtime wages owed to Mr. Lomeli and other aggrieved employees. During the relevant time period, Mr. Lomeli and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, NOVELLUS had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Lomeli and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime and/or double-time employees could accrue. Specifically, NOVELLUS's management pressured Mr. Lomeli and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. As stated in NOVELLUS's "Timekeeping" policy, "[n]on-exempt employees are not permitted to work unscheduled time without prior authorization from their manager. This includes clocking in early, clocking out late . . . ." NOVELLUS's Timekeeping policy further states, "Employees should clock in no sooner than five [(5)] minutes before their scheduled shift and no later than five [(5)] minutes after their scheduled shift." NOVELLUS's timekeeping policies, coupled with NOVELLUS's company-wide practices of understaffing and/or single-staffing (*see infra*), led Mr. Lomeli and other aggrieved employees to work off-the-clock after their scheduled shifts in order to complete their assigned work tasks. Because NOVELLUS discouraged overtime accrual, Mr. Lomeli and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, NOVELLUS had a requirement that a Medication Technician employee be present on the floor at all times and prohibited Medication Technicians from leaving the premises unless another Medication Technician was also on duty. At the same time, NOVELLUS's company-wide practices of understaffing and/or single-staffing did not always allow for more than one Medication Technician to be on the schedule at all times and approximately twice per week, Mr. Lomeli was required to spend up to 45 minutes waiting for another employee to arrive to the facility so he could leave for the day. However, due to NOVELLUS's restrictions on overtime and/or double-time, Mr. Lomeli was not allowed to remain clocked in and record this time spent working after his scheduled shift-end time.

In addition, Mr. Lomeli and other aggrieved employees were required to respond to phone calls and text messages from NOVELLUS's management after their shifts or on their days off. For example, after clocking out or on his days off, Mr. Lomeli was required to answer work-related phone calls and text messages from management at least three (3) times per week. Thus, NOVELLUS failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Lomeli and other aggrieved employees received no compensation for this time.

Second, as stated, NOVELLUS had, and continues to have, a company-wide policy and/or practice of understaffing its facilities. NOVELLUS's uniform practice of understaffing resulted in a failure to provide Mr. Lomeli and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to residents, which included meeting various metrics pertaining to each facility's quality of care. For example, for Medication Technicians like Mr. Lomeli, there was a 1-hour time target/goal for passing out medication to assigned residents. Because NOVELLUS did not employ or staff a sufficient number of employees to handle the heavy workload, there was no one available to relieve employees needing meal period coverage, and Mr. Lomeli and other aggrieved employees were not always afforded uninterrupted

30-minute meal periods during shifts when they were entitled to receive a meal period. Also, NOVELLUS systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for some of its positions, such as Medication Technicians, whereby only one employee was scheduled to work at certain times, and thus failed to provide adequate meal period coverage to permit those employees to take compliant meal periods. Moreover, NOVELLUS failed to adhere to a schedule for meal periods, which further caused Mr. Lomeli and other aggrieved employees to not be relieved of their duties for compliant meal periods.

For example, Mr. Lomeli often worked straight through his meal periods in order to keep up with the demands of his work due to understaffing and the lack of meal period coverage. Additionally, Mr. Lomeli's meal periods were regularly interrupted by NOVELLUS's managers requiring he escort third-party hospice care agents onto NOVELLUS's premises when they arrived at the premises during his meal periods, which shortened Mr. Lomeli's meal periods by several minutes. Mr. Lomeli's meal periods were also often interrupted by managers demanding he attend to residents' emergency medication requests, or by NOVELLUS's certified nursing assistant ("CNA") staff to address work-related questions regarding resident care. Thus, Mr. Lomeli and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. NOVELLUS did not compensate Mr. Lomeli and other aggrieved employees for the time they spent working off the clock during meal periods (*see infra*).

Third, NOVELLUS required Mr. Lomeli and other aggrieved employees to use their company-issued walkie-talkies to communicate with supervisors and coworkers at all times, including during unpaid meal periods. NOVELLUS expected that Mr. Lomeli and other aggrieved employees promptly respond to calls at all times to discuss work-related matters. For example, during Mr. Lomeli's meal periods, NOVELLUS's supervisors and coworkers would contact Mr. Lomeli on his walkie-talkie to discuss work-related matters, but did not compensate him for this time. NOVELLUS knew or should have known that Mr. Lomeli and other aggrieved employees were being made to respond to management while off-the-clock and during meal periods in order to meet NOVELLUS's expectations, but failed to compensate them for this time worked.

Fourth, on information and belief, NOVELLUS maintained and implemented a company-wide on-premises meal period policy, which mandated that Mr. Lomeli and other aggrieved employees remain on its premises during their unpaid meal periods. Because Mr. Lomeli and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Mr. Lomeli and other aggrieved employees were unable to run personal errands because they were unable to leave the work premises. Thus, NOVELLUS effectively maintained control over Mr. Lomeli and other aggrieved employees during their unpaid meal periods.

Fifth, on information and belief, NOVELLUS's management pressured Mr. Lomeli and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period. For example, Mr. Lomeli would often clock out for his meal period but would work through his meal period, out of fear of being disciplined by NOVELLUS, or Mr. Lomeli's supervisor would edit the meal period start- and end-times on Mr. Lomeli's timesheets. Moreover, NOVELLUS's company-wide timekeeping system prevented Mr. Lomeli and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Lomeli and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, NOVELLUS did

not record all hours worked during meal periods, and Mr. Lomeli and other aggrieved employees performed work during meal periods for which they were not paid.

NOVELLUS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Lomeli and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Lomeli and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Lomeli and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

NOVELLUS's failure to pay Mr. Lomeli and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

**Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages**

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

First, as set forth above, as a result of NOVELLUS's policies and/or practices of limiting the amount of overtime and/or double-time employees could accrue, pressuring employees to record only their scheduled hours in the timekeeping system rather than actual hours worked, understaffing its facilities, and assigning heavy workloads, NOVELLUS required Mr. Lomeli and other aggrieved employees to perform work off-the-clock after their scheduled shifts or on their days off, such as waiting for another employee to arrive to the facility to be allowed to leave for the day and responding to work-related phone calls and text messages from supervisors. NOVELLUS failed to track this time that Mr. Lomeli and other aggrieved employees spent working off-the-clock, and Mr. Lomeli and other aggrieved employees received no compensation for this time.

Second, as also stated above, due to NOVELLUS's policies and/or practices of understaffing and/or single-staffing its facilities, failing to adhere to a schedule for meal periods, requiring employees to carry a company-issued walkie-talkie to respond to calls from supervisors and coworkers at all times, and requiring employees to remain on work premises during meal periods, Mr. Lomeli and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, on information and belief, NOVELLUS pressured Mr. Lomeli and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Additionally, as stated, NOVELLUS's company-wide timekeeping system prevented Mr. Lomeli and other aggrieved

employees from entering time worked during meal periods because the system locked out Mr. Lomeli and other aggrieved employees for a full 30 minutes. Thus, NOVELLUS systematically failed to pay Mr. Lomeli and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

NOVELLUS did not pay at least minimum wages for all hours worked by Mr. Lomeli and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NOVELLUS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, NOVELLUS regularly failed to pay at least minimum wages to Mr. Lomeli and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

#### **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods**

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, NOVELLUS's company-wide policies and/or practices of understaffing resulted in a failure to provide Mr. Lomeli and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to residents, which included meeting a 1-hour time target/goal for passing out medication to assigned residents, and prevented Mr. Lomeli and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As also stated, NOVELLUS systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for some of its positions, such as Medication Technicians, whereby only one employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. Moreover, NOVELLUS failed to adhere to a schedule for meal periods, which further caused Mr. Lomeli and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Lomeli and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, about twice per week, Mr. Lomeli missed his meal periods to attend to the urgent medical emergencies of residents and was the sole Medication Technician on some shifts. As another example, as stated, Mr. Lomeli's meal periods were regularly interrupted by NOVELLUS's managers requiring he escort third-party hospice care agents onto NOVELLUS's premises when they arrived at the premises during his meal periods, which shortened Mr. Lomeli's meal period by several minutes. Mr. Lomeli's meal periods were also often interrupted by managers demanding he attend to residents' emergency medication requests, or by NOVELLUS's CNA staff to address work-related questions regarding resident care. As a further example, Mr. Lomeli often took his meal periods late, after having worked in excess of five (5) hours into his shift, due to the lack of coverage available.

Second, as stated, NOVELLUS had a policy and/or practice of requiring that Mr. Lomeli and other aggrieved employees carry their company-issued walkie-talkies at all times and promptly respond to calls from supervisors and coworkers, even during meal periods. For example, as stated, during Mr. Lomeli's meal periods, NOVELLUS's supervisors and coworkers would contact Mr. Lomeli on his company-issued walkie-talkie to discuss work-related matters and would require him to respond.

Third, as stated above, on information and belief, during the relevant time period, NOVELLUS maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Mr. Lomeli and other aggrieved employees remain on the work premises during their meal periods. Because Mr. Lomeli and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, NOVELLUS effectively maintained control over Mr. Lomeli and other aggrieved employees during meal periods.

Finally, as stated, on information and belief, because NOVELLUS frowned upon employees accruing meal period premiums, NOVELLUS's management pressured Mr. Lomeli and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by NOVELLUS. For example, as stated, Mr. Lomeli was sometimes required to record that he had received compliant meal periods on shifts when he had not, in fact, received these timely, uninterrupted meal periods and/or Mr. Lomeli's supervisor would edit Mr. Lomeli's meal period start- and end-times on Mr. Lomeli's timesheets, to reflect compliant meal periods. Additionally, as stated, NOVELLUS's company-wide timekeeping system prevented Mr. Lomeli and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Lomeli and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Mr. Lomeli and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, NOVELLUS knew or should have known that, as a result of these policies, Mr. Lomeli and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. NOVELLUS further knew or should have known that NOVELLUS did not pay Mr. Lomeli and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, NOVELLUS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Lomeli and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, NOVELLUS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

### **Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods**

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, NOVELLUS regularly failed to authorize and permit Mr. Lomeli and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NOVELLUS's company-wide policies and practices of understaffing and/or single-staffing prevented Mr. Lomeli and other aggrieved employees from being able to take rest periods. NOVELLUS also failed to schedule rest periods, which, coupled with NOVELLUS's requirement that employees respond to communications from management on their company-issued walkie-talkies at all times, further led to Mr. Lomeli and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, NOVELLUS maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Lomeli and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Lomeli and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, NOVELLUS effectively maintained control over Mr. Lomeli and other aggrieved employees during rest periods.

As a result of NOVELLUS's practices and policies, Mr. Lomeli and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, throughout his employment, Mr. Lomeli was required to forgo all his rest periods due to the lack of coverage and NOVELLUS's failure to schedule rest periods for employees.

NOVELLUS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Lomeli and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, NOVELLUS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. NOVELLUS has not provided Mr. Lomeli and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, NOVELLUS has knowingly and intentionally provided Mr. Lomeli and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NOVELLUS issued uniform wage statements to Mr. Lomeli and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, NOVELLUS violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because NOVELLUS did not accurately record the time Mr. Lomeli and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), NOVELLUS did not list the correct amount of gross wages and net wages earned by Mr. Lomeli and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, NOVELLUS failed to accurately list the total number of hours worked by Mr. Lomeli and other aggrieved employees, in violation of section 226(a)(2), and failed to list the

applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Additionally, and separate from these violations, NOVELLUS issued uniform wage statements to Mr. Lomeli and other aggrieved employees that failed to correctly list the correct address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc.

During the relevant time period, NOVELLUS systematically, and on a company-wide basis, issued wage statements to Mr. Lomeli and other aggrieved employees that fail to correctly list the employing entity's address. Mr. Lomeli's and other aggrieved employees' wage statements incorrectly list the employing entity's address as "970 Reserve Drive, #100 Roseville, CA 95678." However, according to the California Secretary of State's website, Mr. Lomeli's and other aggrieved employees' actual, correct employing entity's address is "3001 LAVA RIDGE COURT SUITE 340 ROSEVILLE, CA 95661." *See example paystub below.*

| EARNINGS STATEMENT                                                                                                                                                                                                  |                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NOVELLUS LIVING LLC</b><br>(Legal Address)<br>970 Reserve Drive, #100<br>Roseville, CA 95678<br>Phone: 9165800089<br><br>(Work address)<br>5219 Clairemont Mesa Blvd<br>San Diego, CA 92117<br>Phone: 9165800089 | <b>ADVICE OF DEPOSIT</b><br><br><b>PAY PERIOD:</b><br>02/03/2025 - 02/15/2025<br><br><b>PAY DATE:</b><br>02/25/2025<br><br><b>GROSS PAY:</b><br>\$1,685.71<br><br><b>NET PAY:</b><br>\$1,419.18 |
| <b>PAID TO:</b><br>[REDACTED]<br><br>[REDACTED]                                                                                                                                                                     |                                                                                                                                                                                                 |

THIS IS NOT A CHECK

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), NOVELLUS willfully failed to maintain accurate payroll records for Mr. Lomeli and other

aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, NOVELLUS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Lomeli and other aggrieved employees, in violation of section 1198.

Because NOVELLUS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Lomeli and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Lomeli and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

#### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, NOVELLUS failed to pay Mr. Lomeli and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

**Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

NOVELLUS willfully failed to pay Mr. Lomeli and other aggrieved employees who are no longer employed by NOVELLUS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving NOVELLUS's employ.

Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

**Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

During the relevant time period, NOVELLUS, on a company-wide basis, required that Mr. Lomeli and other aggrieved employees use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Lomeli was required to use his personal cellular phone to call or text message with his managers and coworkers regarding his work performance and outstanding tasks to be completed. Although NOVELLUS required Mr. Lomeli and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, NOVELLUS failed to reimburse them for their costs incurred.

Additionally, during the relevant time period, NOVELLUS required Mr. Lomeli and other aggrieved employees to wear medical scrubs, including shirts and/or pants. However, due to the nature of assisted living residential care work, Mr. Lomeli's and other aggrieved employees' uniforms would become exposed to or contaminated by residents' germs and bodily fluids such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their other clothing items, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, NOVELLUS failed to maintain the uniforms they required Mr. Lomeli and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

NOVELLUS could have provided Mr. Lomeli and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, as well as access to laundering services. Or, NOVELLUS could have reimbursed employees for the costs of their mobile device usage and laundering expenses or provided a uniform maintenance allowance. Instead, NOVELLUS passed these operating costs onto Mr. Lomeli and other aggrieved employees. At all relevant times, Mr. Lomeli did not earn at least two (2) times the minimum wage.

Thus, NOVELLUS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

#### **Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment**

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

NOVELLUS failed to provide Mr. Lomeli and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, NOVELLUS failed to provide Mr. Lomeli and other aggrieved employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that NOVELLUS provided to Mr. Lomeli and other aggrieved employees is blank where the aforementioned wage information should be filled in. NOVELLUS's failure to provide Mr. Lomeli and other aggrieved employees with written notice of basic information regarding their employment with NOVELLUS is in violation of Labor Code section 2810.5.

Mr. Lomeli and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NOVELLUS into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

**California Labor Code § 558(a)**

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." NOVELLUS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Lomeli's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Lomeli seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Lomeli, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against NOVELLUS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Lomeli seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067  
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: NOVELLUS LIVING LLC (via U.S. Certified Mail); NOVELLUS CLAIREMONT LLC (via U.S. Certified Mail); NOVELLUS LIVING HOLDING LLC (via U.S. Certified Mail)

Capstone Law, APC  
1875 Century Park, East, 1000  
Los Angeles, CA. 90067



9589 0710 5270 0211 5950 33

NOVELLUS LIVING LLC  
3001 LAVA RIDGE COURT, SUITE 340  
ROSEVILLE, CA 95661

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NOVELLUS LIVING LLC  
001 LAVA RIDGE COURT, SUITE 340  
ROSEVILLE, CA 95661



9590 9402 8803 4005 5684 07

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5950 33

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent  
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
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NOVELLUS

NOVELLUS LIVING LLC  
3001 LAVA RIDGE COURT, SUITE 340  
ROSEVILLE, CA 95661

EE 0565 1120 0225 0720 6856  
9589 0710 5270 0211 5950 33

HELP REVERSE FOR INSTRUCTIONS



Capstone Law, APC  
1875 Century Park, East, 1000  
Los Angeles, CA. 90067



9589 0710 5270 0211 5950 26

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☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

Postmark

NOVELLUS LIVING  
HOLDING LLC  
3001 LAVA RIDGE CT., 340  
ROSEVILLE, CA 95661

PS Form 3800, January 2023 PSN 7530-02-000-9067 See Reverse for Instructions

NOVELLUS LIVING  
HOLDING LLC  
3001 LAVA RIDGE CT., 340  
ROSEVILLE, CA 95661

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NOVELLUS LIVING  
HOLDING LLC  
3001 LAVA RIDGE CT., 340  
ROSEVILLE, CA 95661



9590 9402 8803 4005 5684 52

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5950 26

PS Form 3811, July 2020 PSN 7530-02-000-9063

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail<sup>®</sup>

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Mail

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☐ Signature Confirmation<sup>™</sup>

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **October 6, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Alexander M. Medina (SBN 222015)  
alex@medinamckelvey.com  
Elizabeth M. Levy (SBN 268926)  
elevy@medinamckelvey.com  
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*Attorneys for Defendant(s)*  
NOVELLUS LIVING LLC; NOVELLUS  
CLAIREMONT LLC, and NOVELLUS  
LIVING HOLDING LLC

Ingrid Funk – ingrid@medinamckelvey.com

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 6, 2025**, at Los Angeles, California.

Xochitl Tapia  
Type/Print Name

Signature 