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Clerk of the Napa Superior Court
By: Rudy Arroyo, Deputy

Attorneys for Plaintiff Azucena Alonzo-Galeana

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA
UNLIMITED JURISDICTION

AZUCENA ALONZO-GALEANA, an
individual,

Plaintiff,

v.

NAPAIDENCE OPCO, LLC, d.b.a. NAPA
POST ACUTE a California limited liability
company; and DOES 1-25, inclusive,

Defendants.

Case No. 23CV000514

FIRST AMENDED COMPLAINT FOR:
(1) FAILURE TO PAY WAGES OWED
ON TIME AND AT TERMINATION;
(2) FAILURE TO PAY AT LEAST
MINIMUM WAGE;
(3) FAILURE TO PAY OVERTIME
WAGES;
(4) FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS;
(5) FAILURE TO PROVIDE MEAL
PERIODS;
(6) FAILURE TO PROVIDE REST
PERIODS;
(7) FAILURE TO REIMBURSE;
(8) FAILURE TO PROVIDE
EMPLOYMENT RECORDS;
(9) UNFAIR BUSINESS PRACTICES; and
(10) PENALTIES PURSUANT TO PAGA
(LABOR CODE §2698, et seq.)

Plaintiff Azucena Alonzo-Galeana alleges as and for cause of action against Defendants,
and each of them, as follows:

PARTIES

1. Plaintiff Azucena Alonzo-Galeana is an individual residing in Napa County,
California. Plaintiff performed the work for Defendants that is the subject of this action primarily

1 in Napa County.

2 2. Defendant Napaidence Opco, LLC is a California limited liability company doing
3 business in Napa County, California under the fictitious business name Napa Post Acute.

4 3. Plaintiff is informed and believes and, based upon such information and belief,
5 alleges that each of the Defendants designated as Does 1 through 25, inclusive, is contractually,
6 intentionally, negligently, legally, or in some manner responsible for the events and occurrences
7 more fully described below and which proximately caused injuries and/or damages to Plaintiff as
8 alleged. Plaintiff is unaware of the true names and capacities of those Defendants sued herein as
9 Does 1 through 25, inclusive, and therefore sues such Defendants by fictitious names. Plaintiff
10 will seek leave to amend this Complaint to set forth the true names and capacities of those
11 Defendants when they have been ascertained.

12 4. Plaintiff is informed and believes and, based on such information and belief,
13 alleges that at all times mentioned each of the Defendants was the agent and/or employee of the
14 remaining Defendants, and was at all times acting within the scope and purpose of this agency
15 and/or employment and with the consent and permission of the remaining Defendants.

16 5. Plaintiff is further informed and believes and, based on such information and belief,
17 alleges that at all times relevant hereto that each of the Defendants acted as agent or alter ego of or
18 for the other Defendants such that each is liable for the wrongdoings described herein.

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23 **FACTS**

24 6. Defendants operate a rehabilitation facility in Napa, California. On information
25 and belief, Defendants employ more than two hundred employees in California. Ms. Alonzo-
26 Galeana was employed by Defendants as a non-exempt hourly employee from approximately June
27 7, 2021 through December 15, 2022.

1 7. Throughout her employment, Defendants failed to provide Ms. Alonzo-Galeana
2 and other employees with timely and uninterrupted meal and rest periods due to inadequate
3 staffing, excessive workload, scheduling of doctors' rounds, and otherwise. Ms. Alonzo-Galeana
4 might rush to eat a meal or go to the bathroom if she had an opportunity, but she remained always
5 on call and subject to the needs of the business.
6

7 8. Because she was unable to take lawful meal periods, Ms. Alonzo-Galeana would
8 not clock out for them. She later discovered that Defendants had been unilaterally adjusting her
9 time records to deduct time so that it appeared that Defendants had taken a meal period – despite
10 Defendants having no actual knowledge of whether or when or for how long Ms. Alonzo-Galeana
11 might have taken a break.
12

13 9. Defendants failed to record meal periods for Ms. Alonzo-Galeana and other
14 employees. Because Defendants failed to provide or record timely meal and rest periods, it owes
15 Ms. Alonzo-Galeana one hour of compensation for each day worked without a timely meal period
16 and one hour of compensation for each day worked with a missed or untimely rest period.
17 Defendants failed to pay Ms. Alonzo-Galeana those wages when they were due and failed to pay
18 Ms. Alonzo-Galeana those wages upon termination. As a direct result of this conduct, Defendant
19 also deprived Ms. Alonzo-Galeana of pay for the hours worked that were unilaterally deducted.
20 On information and belief, other employees were similarly affected.
21

22 10. In connection with this conduct, Defendants failed to accurately pay Ms. Alonzo-
23 Galeana and other employees for overtime work, failed to maintain accurate time records, and
24 failed to provide Ms. Alonzo-Galeana and other employees with accurate, itemized wage
25 statements. Defendant also failed to provide wage statements to Ms. Alonzo-Galeana that
26 included the full legal name of Defendant or otherwise meet the requirements of Labor Code §226.
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1 11. At the conclusion of Ms. Alonzo-Galeana's employment, she had accrued
2 approximately 26 hours of Paid Time Off ("PTO"). Her final paycheck did not include
3 compensation for that accrued benefit or the other unpaid compensation noted above, and it
4 remains due and owing. Consequently, during the relevant time period, Defendant failed to pay
5 employees all wages owed at the time of separation or within 72 hours of said members'
6 resignation and/or termination.

8 12. During the relevant time period, Defendant required Ms. Alonzo-Galeana and other
9 employees to use their own personal phones for work purposes. Defendant failed to compensate
10 Ms. Alonzo-Galeana and other employees for these expenses, despite the fact that they were
11 expenses incurred at the instruction of Defendant and for the benefit of Defendant's business.

13 13. On January 20, 2023, counsel for Ms. Alonzo-Galeana requested her employment
14 records pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants failed to respond to
15 that request, and no employment records have been provided.

16 **PAGA ALLEGATIONS**

17 14. Ms. Alonzo-Galeana brings her Tenth Cause of Action in a representative capacity
18 on behalf of herself, her fellow aggrieved employees, and the Labor & Workforce Development
19 Agency under the Private Attorneys General Act ("PAGA"), and seeks to vindicate her rights
20 under the Labor Code as well as those of all other aggrieved current and former employees of
21 Defendant.

23 15. The group of aggrieved employees consists of those employees of Defendant
24 working in California at any time since January 20, 2022, and through the date of entry of final
25 judgment in this matter.

27 16. Plaintiff sent the PAGA notice attached hereto as Exhibit A to Defendant on
28 January 20, 2023. Plaintiff alleges that by the conduct described herein, Defendant violated Labor

Code §§201, 202, 204, 226, 226.7, 247.5, 510, 512, 558, 2802, and IWC Wage Order No. 5-2001 (8 C.C.R. §11050), for which it is subject to civil penalties under PAGA. On March 8, 2023, Plaintiff sent the amended PANA notice attached hereto as Exhibit B to Defendant, adding violations of the Labor Code §§1174 and 1197.

FIRST CAUSE OF ACTION

(Failure to Pay Wages on Time and at Termination; Violation of Labor Code §§201-204)

17. Plaintiff incorporates the allegations above as though they were fully set forth herein.

18. As set forth above, Defendants failed to track or pay Plaintiff for all hours worked, and indeed, unilaterally deducted hours worked from Plaintiff and other employees paychecks without their knowledge or consent. Defendants also failed to pay Plaintiff for earned and accrued PTO.

19. Defendants willfully failed to pay Plaintiff all wages owed both (1) at the time they were due and (2) upon her termination from employment. To date, Defendants have not paid those wages.

20. As a proximate result of Defendants' failure to pay wages owed and on time, Plaintiff has suffered damages in an amount to be proved at trial as well as waiting time penalties pursuant to Labor Code §203.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wage;

Violation of Labor Code §§1197, I.W.C. Wage Order No. 5-2001)

21. Plaintiff incorporates the allegations above as though they were fully set forth herein.

22. As set forth above, Defendants' deductions of time from Plaintiff's paychecks and

1 refusal to pay out earned PTO led to her not being paid at least the minimum wage for all hours
2 worked, and in the cases of those deductions and the PTO, not being paid at all for those hours.

3 23. As a proximate result of Defendants' failure to pay at least the minimum wages
4 owed, Plaintiff has suffered damages in an amount to be proved at trial.

5
6 **THIRD CAUSE OF ACTION**

7 **(Failure to Pay Overtime Wages;**

8 **Violation of Labor Code §§510, I.W.C. Wage Order No. 5-2001)**

9 24. Plaintiff incorporates the allegations above as though they were fully set forth
10 herein.

11 25. As set forth above, Defendants' deductions of time from Plaintiff's paychecks led
12 to her not being fully compensated for all time worked, including overtime premiums when
13 Plaintiff worked in excess of eight hours a day, forty hours a week, and/or on the seventh
14 consecutive day in a workweek.

15 26. Defendants failed to pay Plaintiff for the overtime hours worked, and failed to pay
16 Plaintiff any overtime premiums for the overtime hours worked.

17 27. As a proximate result of Defendants' failure to pay overtime wages owed, Plaintiff
18 has suffered damages in an amount to be proved at trial.

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20 **FOURTH CAUSE OF ACTION**

21 **(Failure to Provide Accurate Wage Statements; Violation of Labor Code §226)**

22 28. Plaintiff incorporates the allegations above as though they were fully set forth
23 herein.

24 29. Defendants failed to furnish Plaintiff with an accurate itemized statement in writing
25 on the regular paydays showing gross wages earned, total hours worked, net wages earned, and all
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1 applicable hourly rates of pay in effect during the pay period, and the corresponding number of
2 hours worked at each hourly rate.

3 30. Defendants knew that they were required by law to furnish accurate itemized
4 statements in writing and intentionally failed to furnish accurate statements to Plaintiff on the
5 regular paydays.
6

7 31. Plaintiff suffered injury from Defendants' failure to provide accurate itemized
8 statements in writing on the regular paydays. Plaintiff could not promptly and easily determine
9 the amount of gross or net wages earned, the total number of hours worked, or the applicable rates
10 in effect for the corresponding hours.
11

12 **FIFTH CAUSE OF ACTION**

13 **(Failure to Provide Meal Periods and Pay Meal Period Premiums;**
14 **Violation of Labor Code §§226.7, 512, I.W.C. Wage Order No. 5-2001)**

15 32. Plaintiff incorporates the allegations above as though they were fully set forth
16 herein.
17

18 33. Plaintiff typically worked in excess of eight hours a day without being provided a
19 30-minute, uninterrupted, off-duty meal period within the first five hours.

20 34. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
21 her regular rate of compensation.
22

23 35. As a proximate result of Defendants' failure to allow Plaintiff to have timely and
24 uninterrupted meal periods and failure to compensate Plaintiff for missed meal periods, Plaintiff
25 has suffered damages and is entitled to penalties in an amount to be proved at trial.

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1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Provide Rest Periods and Pay Rest Period Premiums;**

3 **Violation of Labor Code §§226.7, I.W.C. Wage Order No. 5-2001)**

4 36. Plaintiff incorporates the allegations above as though they were fully set forth
5 herein.
6

7 37. Plaintiff often worked in excess of eight hours in a workday without being
8 authorized or permitted to take a timely, uninterrupted paid rest period.

9 38. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
10 her regular rate of compensation.
11

12 39. As a proximate result of Defendants' failure to allow Plaintiff to have timely and
13 uninterrupted rest periods and failure to compensate Plaintiff for missed meal periods, Plaintiff has
14 suffered damages and is entitled to penalties in an amount to be proved at trial.

15 **SEVENTH CAUSE OF ACTION**

16 **(Failure to Reimburse Employment-Related Expenses; Violation of Labor Code §2802)**

17 40. Plaintiff incorporates the allegations above as though they were fully set forth
18 herein.
19

20 41. As set forth above, Defendants required Plaintiff and other employees to regularly
21 use their personal mobile phones for work purposes while on duty.
22

23 42. Defendants failed to compensate Plaintiff or the other employees for the expenses
24 of purchasing these phones and related monthly plans, despite the fact that they were expenses
25 incurred at the instruction of Defendants and for the benefit of Defendants' business.

26 43. As a result, Plaintiff has been damaged in an amount to be proved at trial.
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1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Provide Employment Records;**

3 **Violation of Labor Code §§226, 247.5, 432, and 1198.5)**

4 44. Plaintiff incorporates the allegations above as though they were fully set forth
5 herein.

6 45. On January 20, 2023, counsel for Plaintiff requested her employment records
7 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants failed to respond to that
8 request, and no employment records have been provided.

9 **NINTH CAUSE OF ACTION**

10 **(Unfair Business Practices, Violation of Bus. & Prof. Code §17200)**

11 46. Plaintiff incorporates the allegations above as though they were fully set forth
12 herein.

13 47. Defendants' conduct, as set forth above, violates the California Unfair Competition
14 Law, Bus. & Prof. Code §17200, *et seq.* ("UCL"). Defendants' conduct constitutes unlawful,
15 unfair, or fraudulent business acts or practices in that they willfully fail to pay employees for all
16 hours worked, make unlawful deductions from their hours and pay, fail to pay overtime wages,
17 fail to provide meal and rest breaks, fail to provide accurate wage statements, fail to reimburse
18 employees for work expenses, and the like.

19 48. As a result of Defendants' unlawful, unfair, and fraudulent conduct, Plaintiff has
20 suffered injury in fact.

21 49. Plaintiff is informed and believes, and on that basis alleges, that Defendants
22 continue to engage in the unlawful, unfair, and fraudulent practices as alleged herein, and that they
23 will continue to do so unless enjoined by this court.

24 50. Pursuant to Bus. & Prof. Code §17203, Plaintiff seeks declaratory and injunctive
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1 relief for Defendants' unlawful, unfair, and fraudulent conduct, and to recover restitution.

2 **TENTH CAUSE OF ACTION**

3 **(Violations of the California Labor Code under the Private Attorneys General Act**
4 **(Lab. Code §2698, et seq.))**

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6 51. Plaintiff incorporates the allegations above as though they were fully set forth
7 herein.

8 52. Plaintiff brings this cause of action in a representative capacity on behalf of herself,
9 her fellow aggrieved employees, and the Labor & Workforce Development Agency ("LWDA")
10 pursuant to the California Private Attorneys General Act (Labor Code §2698, *et seq.*), and seeks to
11 vindicate her rights under the Labor Code as well as those of all other aggrieved current and
12 former employees of Defendant.

13
14 53. For purposes of this cause of action, the group of aggrieved employees consist of
15 those employees of Defendant working in California (the "Representative Group") at any time
16 since January 20, 2022, and through the date of entry of final judgment in this matter (the "Claim
17 Period").

18
19 54. As set forth above, Defendants have violated Labor Code §§201, 202, 204, 226,
20 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 5-2001 (8 C.C.R.
21 §11050) with respect to Plaintiff and the Representative Group, who have been injured as a result
22 of these violations.

23
24 55. Plaintiff seeks to recover civil penalties for violations of the Labor Code committed
25 by Defendant against Plaintiff and all other aggrieved employees as set out in the PAGA notice
26 and amended PAGA notice documents submitted to the LWDA. A true and correct copy of the
27 PAGA notice is attached hereto as Exhibit A, and the amended PAGA notice is attached hereto as
28

1 Exhibit B, and their contents are incorporated herein by reference as though expressly set out
2 herein.

3 56. For the violations of the Labor Code alleged, Plaintiff and other aggrieved
4 employees have no administrative remedies to exhaust.
5

6 57. Plaintiff has fully complied with notice requirements under PAGA by giving
7 written notice to both the LWDA and Defendant pursuant to Labor Code §2699.3(a)(1)(A), and by
8 paying the filing fee required by subsection (a)(1)(B) of the same.

9 58. Sixty-five calendar days have now passed since Plaintiff gave the LWDA notice of
10 her amended PAGA claims, and the LWDA has not responded or taken any position as to those
11 claims. Accordingly, Plaintiff now has the right to pursue those claims through a representative
12 civil suit pursuant to Labor Code §2699.3(a)(2)(A).
13

14 59. Plaintiff has been injured as a direct and proximate result of Defendant's violations
15 of the Labor Code as set out in Exhibits A and B.
16

17 60. Pursuant to Labor Code §2699(a) and (f), Plaintiff accordingly seek to recover civil
18 penalties against Defendant for the specified Labor Code violations against Plaintiff and all other
19 aggrieved employees.

20 61. In addition, Plaintiff seeks to recover their reasonable attorneys' fees and costs
21 pursuant to Labor Code §2699(g)(1).
22

23
24 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

- 25 1. For damages according to proof at trial;
 - 26 2. For unpaid wages owed;
 - 27 3. For prejudgment interest on that amount at the legal rate;
- 28

1 4. For one additional hour of pay for each workday that Defendants failed to provide a
2 meal period pursuant to Labor Code Sec. 226.7;

3 5. For one additional hour of pay for each workday that Defendants failed to provide
4 rest periods pursuant to Labor Code Sec. 226.7;

5 6. For waiting time penalties pursuant to Labor Code §203;

6 7. For reimbursement for work-related expenses incurred by Plaintiff pursuant to
7 Labor Code §2802;

8 8. For penalties pursuant to Labor Code §§226 and 1198.5;

9 9. For injunctive relief enjoining Defendant from continuing to engage in the unlawful
10 conduct described herein;

11 10. That Defendant be ordered to pay all civil penalties due to Plaintiff, the
12 Representative Group, and the LWDA for Defendant's violations of the Labor Code as alleged, to
13 be distributed to the LWDA and the Representative Group as provided by Labor Code §§558 and
14 2699 and other applicable law

15 11. For costs of suit herein incurred, including attorneys' fees; and

16 12. For such further relief as the court deems just.

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18 DATED: May 15, 2023

AIMAN-SMITH & MARCY, P.C.

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21 _____
22 John A. Lofton, Esq.
23 Attorney for Plaintiff Azucena Alonzo-Galeana
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Exhibit A

January 20, 2023

Via Certified Mail

Napaidence Opco, LLC
dba Napa Post Acute
705 Trancas Street
Napa, CA 94558

Napaidence Opco, LLC
dba Napa Post Acute
262 N. University Ave.
Farmington, UT 84025

Re: PAGA Notice Pursuant to Labor Code §2699.3(a)(1) re: Violations of the California Labor Code

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Azucena Alonzo-Galeana hereby gives notice of violations of the California Labor Code §§201, 202, 204, 226, 226.7, 247.5, 510, 512, 558, 1194, 2802, and IWC Wage Order No. 5-2001 (8 C.C.R. §11050) by Napaidence Opco, LLC a.k.a. Napa Post Acute (“Defendant”). Defendant’s legal violations as described herein were and are knowing and intentional.

Ms. Alonzo-Galeana is an aggrieved employee of Defendant as defined by California Labor Code §2699(c) because she was: (1) an employee of Defendant within the past 12 months, (2) against whom Defendant’s violations of the California Labor Code as described herein were committed.

I. Facts and Theories Giving Rise to Defendant’s Violations of the California Labor Code

Defendant operates a rehabilitation facility in Napa, California. On information and belief, Defendant employs more than two hundred employees in California. Ms. Alonzo-Galeana was employed by Defendant as a non-exempt hourly employee from approximately June 7, 2021 through December 15, 2022.

Throughout her employment, Defendant failed to provide Ms. Alonzo-Galeana and other employees with timely and uninterrupted meal and rest periods due to inadequate staffing, excessive workload, scheduling of doctors’ rounds, and otherwise.

Ms. Alonzo-Galeana might rush to eat a meal or go to the bathroom if she had an opportunity, but she remained always on call and subject to the needs of the business.

Because she was unable to take lawful meal periods, Ms. Alonzo-Galeana would not clock out for them. She later discovered that Defendant had been unilaterally adjusting her time records to deduct time so that it appeared that Defendant had taken a meal period – despite Defendant having no actual knowledge of whether or when or for how long Ms. Alonzo-Galeana might have taken a break.

Defendant failed to record meal periods for Ms. Alonzo-Galeana and other employees. Because Defendant failed to provide or record timely meal and rest periods, it owes Ms. Alonzo-Galeana one hour of compensation for each day worked without a timely meal period and one hour of compensation for each day worked with a missed rest period. Defendant failed to pay Ms. Alonzo-Galeana those wages when they were due and failed to pay Ms. Alonzo-Galeana those wages upon termination. As a direct result of this conduct, Defendant also deprived Ms. Alonzo-Galeana of pay for the hours worked that were unilaterally deducted. On information and belief, other employees were similarly affected.

In connection with this conduct, Defendant failed to accurately pay Ms. Alonzo-Galeana and other employees for overtime work, failed to maintain accurate time records, and failed to provide Ms. Alonzo-Galeana and other employees with accurate, itemized wage statements. Defendant also failed to provide wage statements to Ms. Alonzo-Galeana that included the full legal name of Defendant or otherwise meet the requirements of Labor Code §226.

At the conclusion of Ms. Alonzo-Galeana's employment, she had accrued approximately 26 hours of Paid Time Off ("PTO"). Her final paycheck did not include compensation for that accrued benefit or the other unpaid compensation noted above, and it remains due and owing. Consequently, during the relevant time period, Defendant failed to pay employees all wages owed at the time of separation or within 72 hours of said members' resignation and/or termination.

During the relevant time period, Defendant required Ms. Alonzo-Galeana and other employees to use their own personal phones for work purposes. Defendant failed to compensate Ms. Alonzo-Galeana and other employees for these expenses, despite the fact that they were expenses incurred at the instruction of Defendant and for the benefit of Defendant's business.

II. Provisions of the California Labor Code Violated by Defendants and Penalties Sought

As a result of Defendant's violations of the California Labor Code, as alleged herein, Ms. Alonzo-Galeana is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of herself and all other former or current California employees of Defendant who were subjected to their violations of the Labor Code as described herein.

For failing to provide meal periods in violation of Labor Code §§512, 558, and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to record meal periods and total hours worked in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Defendant is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Defendants, in violation of Labor Code §2802, Defendant is subject to

civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1194 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay wages on time in violation of Labor Code §204, Defendant is subject to civil penalties in the amount of \$100 for each failure to pay each employee for any initial violation, and for each subsequent violation, \$200 for each failure to pay each employee, plus twenty-five percent of the amount unlawfully withheld pursuant to Labor Code §210(a).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Defendant is subject to civil penalties in the amount of \$50 for the initial pay period in which the violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 pursuant to Labor Code 226(e).

For failing to maintain time records in violation of Labor Code §247.5 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Ms. Alonzo-Galeana reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



John A. Lofton

Exhibit B

March 8, 2023

Via Certified Mail

Napaidence Opco, LLC
dba Napa Post Acute
705 Trancas Street
Napa, CA 94558

Napaidence Opco, LLC
dba Napa Post Acute
262 N. University Ave.
Farmington, UT 84025

***Re: AMENDED PAGA Notice Pursuant to Labor Code §2699.3(a)(1) re:
Violations of the California Labor Code***

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Azucena Alonzo-Galeana hereby gives amended notice of violations of the California Labor Code §§201, 202, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 5-2001 (8 C.C.R. §11050) by Napaidence Opco, LLC a.k.a. Napa Post Acute (“Defendant”). Defendant’s legal violations as described herein were and are knowing and intentional.

Ms. Alonzo-Galeana is an aggrieved employee of Defendant as defined by California Labor Code §2699(c) because she was: (1) an employee of Defendant within the past 12 months, (2) against whom Defendant’s violations of the California Labor Code as described herein were committed.

I. Facts and Theories Giving Rise to Defendant’s Violations of the California Labor Code

Defendant operates a rehabilitation facility in Napa, California. On information and belief, Defendant employs more than two hundred employees in California. Ms. Alonzo-Galeana was employed by Defendant as a non-exempt hourly employee from approximately June 7, 2021 through December 15, 2022.

Throughout her employment, Defendant failed to provide Ms. Alonzo-Galeana and other employees with timely and uninterrupted meal and rest periods due to inadequate staffing, excessive workload, scheduling of doctors’ rounds, and otherwise.

Ms. Alonzo-Galeana might rush to eat a meal or go to the bathroom if she had an opportunity, but she remained always on call and subject to the needs of the business.

Because she was unable to take lawful meal periods, Ms. Alonzo-Galeana would not clock out for them. She later discovered that Defendant had been unilaterally adjusting her time records to deduct time so that it appeared that Defendant had taken a meal period – despite Defendant having no actual knowledge of whether or when or for how long Ms. Alonzo-Galeana might have taken a break.

Defendant failed to record meal periods for Ms. Alonzo-Galeana and other employees. Because Defendant failed to provide or record timely meal and rest periods, it owes Ms. Alonzo-Galeana one hour of compensation for each day worked without a timely meal period and one hour of compensation for each day worked with a missed rest period. Defendant failed to pay Ms. Alonzo-Galeana those wages when they were due and failed to pay Ms. Alonzo-Galeana those wages upon termination. As a direct result of this conduct, Defendant also deprived Ms. Alonzo-Galeana of pay for the hours worked that were unilaterally deducted. On information and belief, other employees were similarly affected.

In connection with this conduct, Defendant failed to accurately pay Ms. Alonzo-Galeana and other employees for overtime work, failed to maintain accurate time records, and failed to provide Ms. Alonzo-Galeana and other employees with accurate, itemized wage statements. Defendant also failed to provide wage statements to Ms. Alonzo-Galeana that included the full legal name of Defendant or otherwise meet the requirements of Labor Code §226.

At the conclusion of Ms. Alonzo-Galeana's employment, she had accrued approximately 26 hours of Paid Time Off ("PTO"). Her final paycheck did not include compensation for that accrued benefit or the other unpaid compensation noted above, and it remains due and owing. Consequently, during the relevant time period, Defendant failed to pay employees all wages owed at the time of separation or within 72 hours of said members' resignation and/or termination.

During the relevant time period, Defendant required Ms. Alonzo-Galeana and other employees to use their own personal phones for work purposes. Defendant failed to compensate Ms. Alonzo-Galeana and other employees for these expenses, despite the fact that they were expenses incurred at the instruction of Defendant and for the benefit of Defendant's business.

II. Provisions of the California Labor Code Violated by Defendants and Penalties Sought

As a result of Defendant's violations of the California Labor Code, as alleged herein, Ms. Alonzo-Galeana is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of herself and all other former or current California employees of Defendant who were subjected to their violations of the Labor Code as described herein.

For failing to provide meal periods in violation of Labor Code §§512, 558, and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Defendant is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), in violation of Labor Code §226.7, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to maintain accurate time and payroll records, and to record meal periods and total hours worked in violation of Labor Code §§247.5, 558, and 1174 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Defendants, in violation of Labor Code §2802, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay at least the minimum wage for time worked, in violation of Labor Code §§558 and 1197 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1197 and Industrial Welfare Commission Wage Order No. 5-2001 (8 C.C.R. §11050), Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Defendant is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Ms. Alonzo-Galeana reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



John A. Lofton