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ELECTRONICALLY FILED
Superior Court of California
County of Alameda
01/02/2026

Chad Firke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

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

MARY CRISTOBAL, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

CREEKVIEW HC LLC, a Delaware limited
liability company; CONTINUING LIFE,
LLC, a Delaware limited liability company;
GLENBROOK HC LLC, a Delaware
limited liability company; OAKVIEW HC
LLC, a Delaware limited liability company;
REATA GLEN ORANGE COUNTY
CCRC LLC, a Delaware limited liability
company; STONERIDGE CREEK
PLEASANTON CCRC LLC, a Delaware
limited liability company; THE GLEN AT
SCRIPPS RANCH CCRC LLC, a Delaware
limited liability company; UNIVERSITY
VILLAGE THOUSAND OAKS CCRC
LLC, a Delaware limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV134524

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Mary Cristobal, as an aggrieved employee and on behalf the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement (except persons who worked for THE
9 GLEN AT SCRIPPS RANCH CCRC LLC prior to January 21, 2025) and against whom one
10 or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint, at any time between one
13 year prior to the filing of the pre-filing written notice to the Labor and Workforce
14 Development Agency (“LWDA”) in this case on August 12, 2025, until judgment (“non-party
15 Aggrieved Employees”). Plaintiff’s share of civil penalties sought in this action does not
16 exceed \$75,000.

17 2. This Court has jurisdiction over this action pursuant to the California
18 Constitution, Article VI, section 10. The statutes under which this action is brought do not
19 specify any other basis for jurisdiction.

20 3. This Court has jurisdiction over Defendants because Defendants are either
21 citizens of California, have sufficient minimum contacts in California, or otherwise
22 intentionally avail themselves of the California market so as to render the exercise of
23 jurisdiction over them by the California courts consistent with traditional notions of fair play
24 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
25 that the State of California, as the real party in interest in this action, is not a “citizen” for
26 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
27 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
28 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,

1 and that diversity jurisdiction cannot be established when Plaintiff's share of the civil
2 penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

3 4. Venue is proper in this Court, because Defendants CREEKVIEW HC LLC and
4 STONERIDGE CREEK PLEASANTON CCRC LLC filed Statement of Information forms
5 with the California Secretary of State designating a principal place of business in Pleasanton,
6 County of Alameda, in accordance with California Corporations Code section 2105(a)(3).
7 Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ
8 persons in this county, and employed Plaintiff in this county, and thus a substantial portion of
9 the transactions and occurrences related to this action occurred in this county.

10 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private
11 Attorneys General Act of 2004," authorize aggrieved employees to sue as private attorneys
12 general their current or former employers for various civil penalties for violations of various
13 provisions in the California Labor Code.

14 **THE PARTIES**

15 6. Plaintiff Mary Cristobal is a resident of Stockton, in San Joaquin County,
16 California. Defendants employed Plaintiff as a non-exempt, hourly paid employee from
17 approximately March 2021 to February 2025. Plaintiff worked for Defendants as a
18 Medication Technician at their Creekview Health Center facility in Pleasanton (located at
19 2900 Stoneridge Drive, Pleasanton, California 94588). During her employment, Plaintiff
20 typically worked eight (8) or more hours per day and five (5) days per week. Plaintiff's
21 primary job duties included, without limitation, administering medications to residents,
22 documenting and accounting for medications, and performing routine resident care.

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

26 8. CONTINUING LIFE, LLC was and is, upon information and belief, a
27 Delaware limited liability company, and at all times hereinafter mentioned, an employer
28 whose employees are engaged throughout this county and the State of California.

1 9. GLENBROOK HC LLC was and is, upon information and belief, a Delaware
2 limited liability company, and at all times hereinafter mentioned, an employer whose
3 employees are engaged throughout this county and the State of California.

4 10. OAKVIEW HC LLC was and is, upon information and belief, a Delaware
5 limited liability company, and at all times hereinafter mentioned, an employer whose
6 employees are engaged throughout this county and the State of California.

7 11. REATA GLEN ORANGE COUNTY CCRC LLC was and is, upon information
8 and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
9 employer whose employees are engaged throughout this county and the State of California.

10 12. STONERIDGE CREEK PLEASANTON CCRC LLC was and is, upon
11 information and belief, a Delaware limited liability company, and at all times hereinafter
12 mentioned, an employer whose employees are engaged throughout this county and the State of
13 California.

14 13. THE GLEN AT SCRIPPS RANCH CCRC LLC was and is, upon information
15 and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
16 employer whose employees are engaged throughout this county and the State of California.

17 14. UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC was and is, upon
18 information and belief, a Delaware limited liability company, and at all times hereinafter
19 mentioned, an employer whose employees are engaged throughout this county and the State of
20 California.

21 15. Plaintiff is unaware of the true names or capacities of the Defendants sued
22 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
23 amend the complaint and serve such fictitiously named Defendants once their names and
24 capacities become known.

25 16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
26 were the partners, agents, owners, or managers of CREEKVIEW HC LLC; CONTINUING
27 LIFE, LLC; GLENBROOK HC LLC; OAKVIEW HC LLC; REATA GLEN ORANGE
28 COUNTY CCRC LLC; STONERIDGE CREEK PLEASANTON CCRC LLC; THE GLEN

1 AT SCRIPPS RANCH CCRC LLC; and UNIVERSITY VILLAGE THOUSAND OAKS
2 CCRC LLC at all relevant times.

3 17. Plaintiff is informed and believes, and thereon alleges, that each and all of the
4 acts and omissions alleged herein was performed by, or is attributable to CREEKVIEW HC
5 LLC; CONTINUING LIFE, LLC; GLENBROOK HC LLC; OAKVIEW HC LLC; REATA
6 GLEN ORANGE COUNTY CCRC LLC; STONERIDGE CREEK PLEASANTON CCRC
7 LLC; THE GLEN AT SCRIPPS RANCH CCRC LLC; UNIVERSITY VILLAGE
8 THOUSAND OAKS CCRC LLC; and/or DOES 1 through 10 (collectively, “Defendants” or
9 “CREEKVIEW”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
10 working in concert with, each of the other co-Defendants and was acting within the course and
11 scope of such agency, employment, joint venture, or concerted activity with legal authority to
12 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
13 represent, the official policy of Defendants.

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

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

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

1 common-law employment relationship. As joint employers of Plaintiff and other non-party
2 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
3 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

4 21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
5 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
6 non-party Aggrieved Employees because Defendants have:

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

24 22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
25 there has existed a unity of interest and ownership between Defendants such that any
26 individuality and separateness between the entities has ceased.

27 23. Furthermore, Defendants are jointly and severally liable as employers for the
28 violations alleged herein because Defendants have acted as a single integrated enterprise.

Courts consider four factors in determining whether two or more entities may be treated as a single employer for the purposes of determining liability for labor code violations: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. No factor is controlling and all need not be present.

24. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants have acted as a single integrated enterprise because:

- (a) Defendant CONTINUING LIFE, LLC made final decisions regarding employment matters related to Plaintiff and other non-party Aggrieved Employees in the same manner and through the same entity, regardless of which entity was acting as Plaintiff's and other non-party Aggrieved Employees' immediate employer;
- (b) Defendant CONTINUING LIFE, LLC controlled day-to-day employment decisions of Defendants CREEKVIEW HC LLC; GLENBROOK HC LLC; OAKVIEW HC LLC; REATA GLEN ORANGE COUNTY CCRC LLC; STONERIDGE CREEK PLEASANTON CCRC LLC; THE GLEN AT SCRIPPS RANCH CCRC LLC; and UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC;
- (c) Defendants shared common officers, directors, and/or managers;
- (d) Defendants utilized the same bank accounts, accounting records, lines of credit, payroll preparation, telephone lines, company websites, office space, facilities, employees and/or other facets of operation;
- (e) Defendants were subject to common ownership and financial control; and/or
- (f) According to Defendant CONTINUING LIFE, LLC's website¹, Defendant CONTINUING LIFE, LLC "provides business services and

¹ Continuing Life, "About" <https://continuinglife.com/> (last accessed July 31, 2025).

1 support for retirement communities so that . . . owners can stop
2 worrying about the day to day issues. We specialize in Continuing Care
3 Retirement Communities (CCRCs) Our services range from pre-
4 marketing . . . to the extensive services required to manage a stabilized
5 community — accounting, maintenance, and housekeeping. Continuing
6 Life provides a one-stop solution that includes specialized, experienced
7 personnel and IT systems for running and managing the community.
8 Where appropriate, we integrate with third-party vendors . . . to provide
9 a total solution for operating a full-scale retirement community.”

10 25. CREEKVIEW HC LLC; CONTINUING LIFE, LLC; GLENBROOK HC LLC;
11 OAKVIEW HC LLC; REATA GLEN ORANGE COUNTY CCRC LLC; STONERIDGE
12 CREEK PLEASANTON CCRC LLC; THE GLEN AT SCRIPPS RANCH CCRC LLC;
13 UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC; and DOES 1 through 10 are
14 therefore alter egos of each other.

15 26. Adherence to the fiction of the separate existence of Defendants would permit
16 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
17 from liability for the wrongful acts committed by them under the name “CREEKVIEW.”

18 27. Plaintiff further alleges, upon information and belief, that Defendants
19 CREEKVIEW HC LLC; CONTINUING LIFE, LLC; GLENBROOK HC LLC; OAKVIEW
20 HC LLC; REATA GLEN ORANGE COUNTY CCRC LLC; STONERIDGE CREEK
21 PLEASANTON CCRC LLC; THE GLEN AT SCRIPPS RANCH CCRC LLC; and
22 UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC are alter egos of each other for
23 the following reasons:

- 24 (a) On the California Secretary of State’s website
25 (<https://bizfileonline.sos.ca.gov/>), CONTINUING LIFE, LLC and
26 OAKVIEW HC LLC share the same principal address and mailing
27 address of “1940 LEVANTE ST, CARLSBAD, CA 92009”;
28 (b) According to their most recent “Statement of Information” forms filed

1 with the California Secretary of State, CREEKVIEW HC LLC;
2 CONTINUING LIFE, LLC; GLENBROOK HC LLC; OAKVIEW HC
3 LLC; REATA GLEN ORANGE COUNTY CCRC LLC;
4 STONERIDGE CREEK PLEASANTON CCRC LLC; THE GLEN AT
5 SCRIPPS RANCH CCRC LLC; and UNIVERSITY VILLAGE
6 THOUSAND OAKS CCRC LLC share the same managers or members
7 including, but not limited to:

8 (i) Warren E. Spieker III, who serves as a Manager or Member
9 for CREEKVIEW HC LLC; CONTINUING LIFE, LLC;
10 REATA GLEN ORANGE COUNTY CCRC LLC;
11 STONERIDGE CREEK PLEASANTON CCRC LLC; THE
12 GLEN AT SCRIPPS RANCH CCRC LLC; and
13 UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC;
14 and

15 (ii) Rick D[.] Aschenbrenner, who serves as a Manager or
16 Member for GLENBROOK HC LLC; OAKVIEW HC LLC;
17 and UNIVERSITY VILLAGE THOUSAND OAKS CCRC
18 LLC;

19 (c) On the California Secretary of State’s website, CREEKVIEW HC LLC;
20 CONTINUING LIFE, LLC; REATA GLEN ORANGE COUNTY
21 CCRC LLC; STONERIDGE CREEK PLEASANTON CCRC LLC; and
22 THE GLEN AT SCRIPPS RANCH CCRC LLC share the same agent
23 for service of process, Tobias Mellows;

24 (d) On the California Secretary of State’s website, OAKVIEW HC LLC and
25 UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC share the
26 same agent for service of process, “Richard [D.] Aschenbrenner;” and

27 (e) On information and belief, CREEKVIEW HC LLC; CONTINUING
28 LIFE, LLC; GLENBROOK HC LLC; OAKVIEW HC LLC; REATA

1 GLEN ORANGE COUNTY CCRC LLC; STONERIDGE CREEK
2 PLEASANTON CCRC LLC; THE GLEN AT SCRIPPS RANCH
3 CCRC LLC; and UNIVERSITY VILLAGE THOUSAND OAKS CCRC
4 LLC utilize the same standardized employment forms and issue the
5 same employment policies.

6 **PAGA REPRESENTATIVE ALLEGATIONS**

7 28. Defendants own and operate at least seven (7) senior care facilities in
8 California, providing skilled nursing, rehabilitation, assisted living, and memory care services.
9 Upon information and belief, Defendants maintain a single, centralized Human Resources
10 (“HR”) department at their company headquarters in Carlsbad, California, which is
11 responsible for the recruiting and hiring of new employees, and communicating and
12 implementing Defendants’ company-wide policies, including timekeeping policies and meal
13 and rest period policies, to employees throughout California.

14 29. In particular, Plaintiff and other non-party Aggrieved Employees, on
15 information and belief, received the same standardized documents and/or written policies.
16 Upon information and belief, the usage of standardized documents and/or written policies,
17 including new-hire documents, indicate that Defendants dictated policies at the corporate level
18 and implemented them company-wide, regardless of their employees’ assigned locations or
19 positions. Upon information and belief, Defendants set forth uniform policies and procedures
20 in several documents provided at an employee’s time of hire.

21 30. Upon information and belief, Defendants maintain a centralized Payroll
22 department at their company headquarters in Carlsbad, California, which processes payroll for
23 all non-exempt, commissions paid and hourly paid employees working for Defendants at their
24 various locations in California, including Plaintiff and other non-party Aggrieved Employees.
25 Based upon information and belief, Defendants issue the same formatted wage statements to
26 all non-exempt, commissions paid and hourly paid employees in California, irrespective of
27 their work locations. Upon information and belief, Defendants process payroll for departing
28 employees in the same manner throughout the State of California, regardless of the manner in

1 which each employee's employment ends.

2 31. Defendants continue to employ non-exempt, commissions paid, or hourly paid
3 employees in California.

4 32. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
6 and advisors knowledgeable about California labor and wage law, employment and personnel
7 practices, and about the requirements of California law.

8 33. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
9 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
10 were not recorded.

11 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
14 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
15 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
16 other non-party Aggrieved Employees were not provided with all meal periods or payment of
17 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
18 uninterrupted, thirty (30) minute meal period.

19 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
22 payment of one (1) additional hour of pay at their regular rates of pay when they were not
23 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
24 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
25 provided with payment of one (1) additional hour of pay at their regular rates of pay when
26 they were not authorized and permitted to take a compliant rest period.

27 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive certain wages for overtime compensation and that they were not receiving certain
2 wages for overtime compensation.

3 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive at least minimum wages for compensation and that they were not receiving at least
6 minimum wages for work that was required to be done off-the-clock. In violation of the
7 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
8 least minimum wages for work done off-the-clock.

9 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive complete and accurate wage statements in accordance with California law. In
12 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
13 were not provided complete and accurate wage statements.

14 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that they had a duty to maintain accurate and complete payroll records in
16 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
17 knowingly, and intentionally failed to do so.

18 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 timely payment of all wages earned upon termination of employment. In violation of the
21 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
22 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
23 and/or meal and rest period premiums, within permissible time periods.

24 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 timely payment of wages during their employment. In violation of the California Labor Code,
27 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
28 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period

1 premiums, within permissible time periods.

2 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 receive full reimbursement for all business-related expenses and costs they incurred during the
5 course and scope of their employment and that they did not receive full reimbursement of
6 applicable business-related expenses and costs incurred.

7 43. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants knew or should have known that they had a duty to compensate
9 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
10 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
11 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
12 that they were properly denied wages, all in order to increase Defendants' profits.

13 44. At all times herein set forth, PAGA provides that any provision of law under
14 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
15 assessed and collected by the LWDA for violations of the California Labor Code and
16 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
17 civil action brought on behalf of themselves and other current or former employees pursuant
18 to procedures outlined in California Labor Code section 2699.3.

19 45. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
20 "any person who was employed by the alleged violator and personally suffered each of the
21 alleged violations."

22 46. Plaintiff and other current and former employees of Defendants are "aggrieved
23 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
24 current or former employees and each of the alleged violations were committed against them.

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

28 (a) The aggrieved employee or representative shall give written notice by

1 online filing with the LWDA and by certified mail to the employer of
2 the specific provisions of the California Labor Code alleged to have
3 been violated, including the facts and theories to support the alleged
4 violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(a) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

8 (c) The LWDA shall notify the employer and the aggrieved employee or
9 representative by certified mail that it does not intend to investigate the
10 alleged violation ("LWDA Notice") within sixty (60) calendar days of
11 the postmark date of the aggrieved employee's notice. Upon receipt of
12 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
13 (65) calendar days of the postmark date of the aggrieved employee's
14 notice, the aggrieved employee may commence a civil action pursuant
15 to California Labor Code section 2699 to recover civil penalties.

16 48. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
17 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
18 provision other than those listed in Section 2699.5 after the following requirements have been
19 met:

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

25 (b) An aggrieved employee's notice filed with the LWDA pursuant to
26 2699.3(c) and any employer response to that notice shall be
27 accompanied by a filing fee of seventy-five dollars (\$75).

28 (c) The employer may cure the alleged violation within thirty-three (33)

1 calendar days of the postmark date of the notice sent by the aggrieved
2 employee or representative. The employer shall give written notice
3 within that period of time by certified mail to the aggrieved employee or
4 representative and by online filing with the LWDA if the alleged
5 violation is cured, including a description of actions taken, and no civil
6 action pursuant to Section 2699 may commence. If the alleged violation
7 is not cured within the 33-day period, the aggrieved employee may
8 commence a civil action pursuant to Section 2699.

9 49. On August 12, 2025, Plaintiff provided written notice by online filing to the
10 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
11 Code alleged to have been violated, including facts and theories to support the alleged
12 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
13 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
14 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
15 Plaintiff PAGA Case Number LWDA-CM-1118318-25. On October 17, 2025, Plaintiff filed
16 an amended written notice by online filing to the LWDA and by certified mail to Defendants
17 of the specific provisions of the California Labor Code alleged to have been violated,
18 supplementing and/or clarifying the facts and theories to support the alleged violations set
19 forth in her original LWDA notice, in accordance with California Labor Code section 2699.3.
20 True and correct copies of Plaintiff's written notices to the LWDA and Defendants dated
21 August 12, 2025, and October 17, 2025, are attached hereto as "Exhibit 1."

22 50. As of the filing date of this amended complaint, over 65 days have passed since
23 Plaintiff sent the initial notice described above to the LWDA, and the LWDA has not
24 responded that it intends to investigate Plaintiff's claims and Defendants have not cured the
25 violations.

26 51. Thus, Plaintiff has satisfied the administrative prerequisites under California
27 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
28 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,

1 1174(d), 1182.12, 1182.15, 1194, 1197, 1198, and 2802.

2 52. Labor Code section 558(a) provides “[a]ny employer or other person acting on
3 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
4 provision regulating hours and days of work in any order of the Industrial Welfare
5 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
6 dollars (\$50) for each underpaid employee for each pay period for which the employee was
7 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
8 underpaid employee for each pay period for which the employee was underpaid” Labor
9 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
10 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
11 as a private attorney general, seeks assessment and collection of civil penalties under Labor
12 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
13 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
14 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
15 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
16 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
17 applicable IWC Wage Order.

18 53. Defendants, at all times relevant to this complaint, were employers or persons
19 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
20 Employees’ rights by violating various sections of the California Labor Code as set forth
21 above.

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

25 55. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
26 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the
27 public interest as a private attorney general, seeks assessment and collection of civil penalties
28 and injunctive relief for herself, all other aggrieved employees, and the State of California

1 against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a),
2 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1198, and 2802.

3 **FIRST CAUSE OF ACTION**

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

5 **(Against all Defendants)**

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

8 57. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
9 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
10 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
11 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
12 civil penalties for violations of those Labor Code sections not found in section 2699.5,
13 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1182.15, 1194, 1197, and 2802.

14 58. Defendants' conduct, as alleged herein, violates numerous sections of the
15 California Labor Code, including, but not limited to, the following:

- 16 (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
17 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
18 and other non-party Aggrieved Employees with meal periods, as set
19 forth below;
- 20 (b) Violation of Labor Code sections 226.7, 516, and 1198, and the
21 applicable IWC Wage Order for Defendants' failure to authorize and
22 permit Plaintiff and other non-party Aggrieved Employees to take rest
23 periods, as set forth below;
- 24 (c) Violation of Labor Code sections 510 and 1198, and the applicable IWC
25 Wage Order for Defendants' failure to compensate Plaintiff and other
26 non-party Aggrieved Employees with all required overtime pay, as set
27 forth below;
- 28 (d) Violation of Labor Code sections 1182.12, 1182.15, 1194, 1197, and

1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;

(g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;

(h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below; and

(i) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PROVIDE AND RECORD MEAL PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

59. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

60. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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

1 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

2 61. At all relevant times herein set forth, California Labor Code sections 226.7,
3 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
4 meal period mandated by an applicable order of the IWC.

5 62. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
6 and the applicable IWC Wage Order also require employers to provide a second meal period
7 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
8 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
9 total hours worked is no more than twelve (12) hours, the second meal period may be waived
10 by mutual consent of the employer and the employee only if the first meal period was not
11 waived. The applicable IWC Wage Order further provides that employees in the healthcare
12 industry who work shifts in excess of eight (8) hours in a workday may waive one of their two
13 meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit.
14 8, § 11050(11)(D).

15 63. Under California law, an employer cannot evade meal period requirements via
16 the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S.*
17 *Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be
18 provided with the opportunity to eat his or her meal while performing the duties required and
19 any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long.
20 *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141
21 (2019).

22 64. First, Defendants had, and continue to have, company-wide policies and/or
23 practices of understaffing their facilities. Defendants' uniform practice of understaffing
24 resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees with
25 adequate meal period coverage, because there were too few employees on duty to handle the
26 workload and attend to residents, which included meeting various metrics pertaining to each
27 facility's quality of care. For example, for Medication Technicians like Plaintiff, certain
28 medications were required to be passed out to assigned residents on an hourly basis. Because

Defendants 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 Plaintiff and other non-party Aggrieved Employees did not receive all timely, uninterrupted meal periods to which they were entitled. Also, Defendants systematically, and on a company-wide basis, understaffed their locations, by adopting a single-staffing model for some of their positions, such as Medication Technicians, whereby only one employee like Plaintiff was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. Further, Defendants had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods.

65. As a result, Plaintiff and other non-party 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, Plaintiff regularly worked through her meal periods because she was the only Medication Technician scheduled for night shifts and she lacked meal period coverage. In addition, due to understaffing, Plaintiff's meal periods were interrupted and/or cut short 2-3 times per week to administer medications to residents. Thus, Plaintiff and other non-party Aggrieved Employees missed meal periods and/or had meal periods cut short or interrupted in order to handle their workloads.

66. Second, because Defendants frowned upon employees accruing meal period premiums, Defendants' management pressured employees to clock out for meal periods, upon threat of discipline, 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 Defendants. For example, Plaintiff was required to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods. Thus, Defendants systematically failed to accurately record all meal periods.

67. Third, Defendants required Plaintiff and other non-party Aggrieved Employees to carry and respond to their company-issued radios and personal mobile devices to

1 communicate with supervisors and/or coworkers at all times, including during unpaid meal
2 periods. Defendants expected that Plaintiff and other non-party Aggrieved Employees
3 promptly respond to text messages and calls at all times to discuss work-related matters. For
4 example, during Plaintiff's meal periods, Defendants' supervisors and/or coworkers would
5 contact Plaintiff on her company-issued radio and personal mobile device to tell her to
6 administer medication to residents and ask questions regarding residents. Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were being made
8 to respond to management and/or coworkers during meal periods in order to meet Defendants'
9 expectations. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
10 Employees with compliant, 30-minute meal periods.

11 68. Fourth, on information and belief, in conjunction with Defendants' policy
12 and/or practice of understaffing, Defendants maintained an on-premises meal period policy for
13 employees, which effectively required that Plaintiff and other non-party Aggrieved Employees
14 remain on the work premises during meal periods. Because Plaintiff's and other non-party
15 Aggrieved Employees' positions were often single-staffed and they constantly needed to
16 attend to residents, they were denied the ability to use their meal periods freely for their own
17 purposes, such as running personal errands. Thus, Defendants effectively maintained control
18 over Plaintiff and other non-party Aggrieved Employees during meal periods.

19 69. Fifth, Plaintiff and other non-party Aggrieved Employees worked shifts in
20 excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period.
21 For example, during her employment, Plaintiff regularly worked shifts in excess of ten (10) or
22 more hours per day, but was not provided an uninterrupted second 30-minute meal period.
23 Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on
24 days that they were entitled to meal periods and were not relieved of all duties. To the extent
25 Defendants required Plaintiff and other non-party Aggrieved Employees to sign written "on-
26 duty" meal period agreements, such agreements are invalid as the nature of the work
27 performed by Plaintiff and other non-party Aggrieved Employees do not necessitate an "on-
28 duty" meal period under California law.

1 70. At all times herein mentioned, Defendants knew or should have known that, as
2 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
3 from being relieved of all duties to take timely, uninterrupted meal periods. Defendants
4 further knew or should have known that Defendants did not pay Plaintiff and other non-party
5 Aggrieved Employees all meal period premiums when meal periods were late, interrupted,
6 shortened, and/or missed.

7 71. Furthermore, Defendants engaged in a company-wide practice and/or policy of
8 not paying meal period premiums owed when compliant meal periods are not provided.
9 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
10 have not received premium pay for all missed, late, and interrupted meal periods. As a result,
11 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
12 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
13 to pay the full meal period premiums due.

14 72. Defendants' conduct violates the applicable IWC Wage Order, and California
15 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
16 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
17 558 and/or 2699(a), (f), and (k).

18 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

19 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

20 73. At all relevant times herein set forth, the applicable IWC Wage Order and
21 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
22 non-party Aggrieved Employees' employment by Defendants.

23 74. At all relevant times, the applicable IWC Wage Order provides that "[e]very
24 employer shall authorize and permit all employees to take rest periods, which insofar as
25 practicable shall be in the middle of each work period" and that the "rest period time shall be
26 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
27 hours or major fraction thereof" unless the total daily work time is less than three and one-half
28 (3 ½) hours.

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

9 76. Pursuant to the applicable IWC Wage Order and California Labor Code section
10 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
11 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
12 required rest period was not authorized and permitted.

13 77. During the relevant time period, Defendants regularly failed to authorize and
14 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
15 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
16 Defendants’ company-wide practice of understaffing and/or single-staffing certain positions
17 and assigning heavy workloads prevented Plaintiff and other non-party Aggrieved Employees
18 from being able to take rest periods. Defendants also failed to adhere to a schedule for rest
19 periods, which, coupled with Defendants’ requirement that employees respond to
20 communications from management/coworkers on their company-issued radios and/or personal
21 mobile devices at all times, further led to Plaintiff and other non-party Aggrieved Employees
22 not being authorized and permitted to take rest periods.

23 78. Furthermore, during the relevant time period, on information and belief,
24 Defendants maintained a company-wide on-premises rest period policy, which effectively
25 required that Plaintiff and other non-party Aggrieved Employees remain on the work premises
26 during their rest periods. Because Plaintiff and other non-party Aggrieved Employees were
27 restricted from leaving the premises during rest periods, they were denied the ability to use
28 their rest periods freely for their own purposes, such as running personal errands. Thus,

Defendants effectively maintained control over Plaintiff and other non-party Aggrieved Employees during rest periods.

79. As a result of Defendants' practices and policies, Plaintiff and other non-party 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, Plaintiff had to forgo most of her rest periods due to the lack of coverage and heavy workload. When Plaintiff was able to take a rest period, it would be interrupted and/or cut short in order to attend to time-sensitive duties, such as a resident needing medication or the arrival of a pharmacy delivery.

80. Defendants have also 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, Plaintiff and other non-party Aggrieved Employees have not received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

81. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

82. 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."

83. California Labor Code section 1198 and the applicable IWC Wage Order

1 provide that it is unlawful to employ persons without compensating them at a rate of pay
2 either time-and-one-half or two-times that person's regular rate of pay, depending on the
3 number of hours worked by the person on a daily or weekly basis.

4 84. Specifically, the applicable IWC Wage Order provides that Defendants are and
5 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
6 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
7 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
8 (40) hours in a workweek.

9 85. The applicable IWC Wage Order further provides that Defendants are and were
10 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
11 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
12 An employee's regular rate of pay includes all remuneration for employment paid to, or on
13 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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

20 87. During the relevant time period, Defendants willfully failed to pay all overtime
21 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
22 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
23 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
24 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
25 not recorded.

26 88. First, as set forth above, Defendants' company-wide policies and/or practices of
27 understaffing and/or single-staffing certain positions at their facilities while assigning heavy
28 workloads resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees

1 with adequate meal period coverage, because there were too few employees on duty to handle
2 the workload and attend to residents. Thus, Plaintiff and other non-party Aggrieved
3 Employees were not always afforded uninterrupted 30-minute meal periods during shifts when
4 they were entitled to receive a meal period. Moreover, as also stated, Defendants had a
5 practice of failing to adhere to a schedule for meal periods, which further caused Plaintiff and
6 other non-party Aggrieved Employees to not be relieved of their duties for compliant meal
7 periods. For example, as stated, Plaintiff regularly worked through her meal periods because
8 she was the only Medication Technician scheduled, and Plaintiff's meal periods were also
9 interrupted and/or cut short 2-3 times per week to administer medications to residents due to
10 the lack of coverage. Consequently, Plaintiff and other non-party Aggrieved Employees were
11 required to work through meal periods and/or had their meal periods interrupted in order to
12 complete their assigned duties, time for which they were not paid.

13 89. Second, as stated, because Defendants frowned upon employees accruing meal
14 period premiums, Defendants' management pressured Plaintiff and other non-party Aggrieved
15 Employees to record compliant meal periods, regardless of whether they had received a
16 compliant meal period or not. Thus, Defendants did not record all hours worked during meal
17 periods, and Plaintiff and other non-party Aggrieved Employees performed work during meal
18 periods for which they were not paid.

19 90. Third, as stated, Defendants had a policy and/or practice of requiring that
20 Plaintiff and other non-party Aggrieved Employees carry and respond to their company-issued
21 radios and personal mobile devices to communicate with supervisors and/or coworkers at all
22 times, even during meal periods. For example, as stated, managers/coworkers would contact
23 Plaintiff on her company-issued radio and personal mobile device to tell her to administer
24 medication and to discuss work-related matters, but did not compensate her for this time.
25 Defendants knew or should have known that Plaintiff and other non-party Aggrieved
26 Employees were being made to respond to management and/or coworkers while during meal
27 periods in order to meet Defendants' expectations, but failed to compensate them for this time
28 worked.

1 91. Fourth, as stated, on information and belief, Defendants maintained a company-
2 wide on-premises meal period policy for employees, which effectively required that Plaintiff
3 and other non-party Aggrieved Employees remain on the work premises during their meal
4 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
5 leaving the premises during meal periods, they were denied the ability to use their meal periods
6 freely for their own purposes. Thus, Defendants effectively maintained control over Plaintiff
7 and other non-party Aggrieved Employees during meal periods.

8 92. Defendants knew or should have known that as a result of these company-wide
9 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
10 their assigned duties off-the-clock during meal periods, and were suffered or permitted to
11 perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
12 Employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more,
13 some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and
14 other non-party Aggrieved Employees were not paid overtime wages for all of the overtime
15 hours they actually worked.

16 93. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
17 the balance of overtime compensation as required by California law violates the provisions of
18 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
19 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
20 558 and/or 2699(a), (f), and (k).

21 **FAILURE TO PAY MINIMUM WAGES**

22 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1182.15, 1194, 1197, AND 1198**

23 94. At all relevant times, California Labor Code sections 1182.12, 1182.15, 1194,
24 1197, and 1198 provide that the minimum wage for employees fixed by the IWC is the
25 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
26 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the
27 time during which an employee is suffered or permitted to work for the employer, whether or
28 not required to do so, as interpreted in accordance with the provisions of the Fair Labor

Standards Act.” Cal. Code Regs. tit. 8, § 11050(2)(M) (defining “Hours Worked”).

95. As set forth above, due to Defendants’ policies and/or practices of understaffing and/or single-staffing their facilities while assigning heavy workloads, failing to adhere to a schedule for meal periods, requiring employees to respond to communications on a company-issued radio and/or personal mobile device, and requiring employees to remain on the work premises during meal periods, Plaintiff and other non-party Aggrieved Employees were impeded 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. Furthermore, as stated, Defendants pressured Plaintiff and other non-party Aggrieved Employees to clock out for meal periods to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, Defendants failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

96. Defendants did not pay minimum wages for all hours worked by Plaintiff and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197, and 1198.

97. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1182.15, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS
VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

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

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

3 99. At all relevant times, Defendants have knowingly and intentionally provided
4 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
5 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
6 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total
7 hours worked; net wages earned; 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), and 226(a)(9).

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

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

1 102. California Labor Code section 1174(d) provides that “[e]very person employing
2 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
3 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
4 plants or establishments at which employees are employed, payroll records showing the hours
5 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
6 applicable piece rate paid to, employees employed at the respective plants or
7 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
8 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
9 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
10 as a result of failing to record the off-the-clock hours that they worked.

11 103. California Labor Code section 1198 provides that the maximum hours of work
12 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
13 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
14 employment of any employees for longer hours than those fixed by the order or under
15 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
16 Wage Order, employers are required to keep accurate time records showing when the
17 employee begins and ends each work period and meal period. During the relevant time
18 period, Defendants engaged in company-wide practices and/or policies of failing to record
19 actual hours worked, and thereby failed to keep accurate records of meal period start and end
20 times for Plaintiff and other non-party Aggrieved Employees, in violation of section 1198.
21 Also, in light of Defendants’ failure to provide Plaintiff and other non-party Aggrieved
22 Employees with second 30-minute meal periods to which they were entitled, Defendants kept
23 no records of meal start and end times for second meal periods.

24 104. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
25 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
26 from civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and
27 (k).

28 //

1 **FAILURE TO PAY WAGES UPON TERMINATION**

2 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

10 106. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
11 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
12 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
13 period premiums, either at the time of discharge, or within seventy-two (72) hours of their
14 leaving Defendants' employ.

15 107. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
16 who are no longer employed by Defendants their wages earned and unpaid at the time of
17 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
18 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
19 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
20 2699(a), (f), and (k).

21 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

22 **VIOLATION OF LABOR CODE SECTION 204**

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

1 last day, inclusive, of any calendar month, other than those wages due upon termination of an
2 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
3 month.

4 109. At all times relevant herein, Labor Code section 204 provides that all wages
5 earned for labor in excess of the normal work period shall be paid no later than the payday for
6 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
7 204 provides that the requirements of this section are deemed satisfied by the payment of
8 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
9 seven (7) calendar days following the close of the payroll period.

10 110. During the relevant time period, Defendants willfully failed to pay Plaintiff and
11 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
12 wages, minimum wages, and/or meal and rest period premiums, within the time periods
13 specified by California Labor Code section 204.

14 111. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
15 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
16 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
17 210 and/or 2699(a), (f), and (k).

18 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

19 **VIOLATION OF LABOR CODE SECTION 2802**

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

1 required to provide and maintain hand tools and equipment customarily required by the trade
2 or craft.”

3 113. During the relevant time period, Defendants, on a company-wide basis,
4 required that Plaintiff and other non-party Aggrieved Employees use their own personal
5 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
6 their job duties, but failed to fully reimburse them for all of the costs of their work-related
7 mobile device expenses. For example, Plaintiff and other non-party Aggrieved Employees
8 were required to use their personal mobile devices for work-related tasks, including
9 communicating with management and/or coworkers over text messages regarding resident
10 care. Although Defendants required Plaintiff and other non-party Aggrieved Employees to
11 utilize their personal mobile devices and/or mobile data to carry out their work-related
12 responsibilities, Defendants failed to fully reimburse them for these costs.

13 114. Defendants could have provided Plaintiff and other non-party Aggrieved
14 Employees with company mobile devices or Defendants could have reimbursed employees for
15 the costs of their mobile device usage. Instead, Defendants passed these operating costs onto
16 Plaintiff and other non-party Aggrieved Employees.

17 115. Defendants’ company-wide policy and/or practice of not reimbursing
18 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
19 and other non-party Aggrieved Employees violates California Labor Code section 2802.
20 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
21 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

22 **REQUEST FOR JURY TRIAL**

23 Plaintiff requests a trial by jury.

24 **PRAYER FOR RELIEF**

25 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
26 judgment against Defendants, jointly and severally, as follows:

27 1. For civil penalties, injunctive relief, and attorneys’ fees in excess of thirty-five
28 thousand dollars (\$35,000). Plaintiff reserves the right to amend her prayer for relief to seek a

different amount.

As to the First Cause of Action

2. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other non-party Aggrieved Employees: 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1182.15, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 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); and 2802 (by failing to reimburse business expenses);

3. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 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, 1182.15, 1194, 1197, 1198, and 2802;

4. 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, 1182.15, 1194, 1197, 1198, and 2802;

5. For attorneys' fees and for costs pursuant to California Labor Code section 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, 1182.15, 1194, 1197, 1198, and 2802;

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

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1 7. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: January 2, 2026

Respectfully submitted,

Capstone Law APC

6
7 By: _____

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Mary Cristobal

EXHIBIT “1”



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August 12, 2025

VIA ONLINE SUBMISSION

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

Subject: *Mary Cristobal v. Creekview HC LLC, et al.*

Dear PAGA Administrator:

This office represents Mary Cristobal in connection with her claims under the California Labor Code. Ms. Cristobal was an employee of CREEKVIEW HC LLC; CONTINUING LIFE, LLC; GLENBROOK HC LLC; OAKVIEW HC LLC; REATA GLEN ORANGE COUNTY CCRC LLC; STONERIDGE CREEK PLEASANTON CCRC LLC; THE GLEN AT SCRIPPS RANCH CCRC LLC; and/or UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC. For the purpose of this letter, Ms. Cristobal collectively refers to these entities as "CREEKVIEW."

The employers may be contacted directly at the addresses below:

CREEKVIEW HC LLC
2900 STONERIDGE DRIVE
PLEASANTON, CA 94588

CONTINUING LIFE, LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

GLENBROOK HC LLC
1950 CALLE BARCELONA
CARLSBAD, CA 92009

OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

REATA GLEN ORANGE COUNTY
CCRC LLC
2 LAS ESTRELLAS LOOP
RANCHO MISSION VIEJO, CA 92694

STONERIDGE CREEK PLEASANTON
CCRC LLC
3300 STONERIDGE CREEK WAY
PLEASANTON, CA 94588

THE GLEN AT SCRIPPS RANCH
CCRC LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131

UNIVERSITY VILLAGE THOUSAND
OAKS CCRC LLC
3415 CAMPUS DRIVE
THOUSAND OAKS, CA 91360

Ms. Cristobal 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"). Ms. Cristobal seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CREEKVIEW 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.

CREEKVIEW employed Ms. Cristobal as an hourly paid, non-exempt employee from approximately March 2021 to February 2025. Ms. Cristobal worked for CREEKVIEW as a Medication Technician at its Creekview Health Center facility in Pleasanton (located at 2900 Stoneridge Drive, Pleasanton, California 94588). During her employment, Ms. Cristobal typically worked eight (8) or more per day and five (5) days per week. By the end of her employment, Ms. Cristobal was compensated approximately \$17.50 per hour. Her job duties included, without limitation, administering medications to residents, documenting and accounting for medications, and performing routine resident care.

CREEKVIEW committed each of the following Labor Code violations against Ms. Cristobal, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

CREEKVIEW's Company-Wide and Uniform Payroll and HR Practices

CREEKVIEW HC LLC; CONTINUING LIFE, LLC; GLENBROOK HC LLC; OAKVIEW HC LLC; REATA GLEN ORANGE COUNTY CCRC LLC; STONERIDGE CREEK PLEASANTON CCRC LLC; THE GLEN AT SCRIPPS RANCH CCRC LLC; and UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC are Delaware limited liability companies. CREEKVIEW owns and operates at least seven (7) senior care facilities, providing skilled nursing, rehabilitation, assisted living, and memory care services. Upon information and belief, CREEKVIEW maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Carlsbad, California, for all non-exempt, hourly paid employees working for CREEKVIEW in California, including Ms. Cristobal and other aggrieved employees. At all relevant times, CREEKVIEW issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cristobal and other aggrieved employees, regardless of their location or position.

Upon information and belief, CREEKVIEW maintains a centralized Payroll department at its corporate headquarters in Carlsbad, California, which processes payroll for all non-exempt, hourly paid employees working for CREEKVIEW in California, including Ms. Cristobal and other aggrieved employees. Further, CREEKVIEW issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms.

¹ These facts, theories, and claims are based on Ms. Cristobal's experience and counsel's review of those records currently available relating to Ms. Cristobal'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, Ms. Cristobal reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

Cristobal and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, CREEKVIEW utilized the same methods and formulas when calculating wages due to Ms. Cristobal and other aggrieved employees in California.

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 Industrial Welfare Commission ("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.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

First, during the relevant time period, CREEKVIEW had, and continues to have, company-wide policies and/or practices of understaffing its facilities. CREEKVIEW's uniform practice of understaffing resulted in a failure to provide Ms. Cristobal 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 Ms. Cristobal, certain medications were required to be passed out to assigned residents on an hourly basis. Because CREEKVIEW 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 Ms. Cristobal and other aggrieved employees did not receive all timely, uninterrupted meal periods to which they were entitled. Also, CREEKVIEW systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for some of its positions, including Medication Technicians, whereby only one (1) employee like Ms. Cristobal was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. CREEKVIEW also had a practice of failing to adhere to a schedule for meal periods at all, which further caused Ms. Cristobal and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Cristobal 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, Ms. Cristobal regularly worked through her meal periods because she was the only Medication Technician scheduled for night shifts and she lacked meal period coverage. In addition, due to understaffing, Ms. Cristobal's meal periods were interrupted and/or cut short 2-3 times per week to administer medications to residents. Thus, Ms. Cristobal and other aggrieved employees missed meal periods and/or had meal periods cut short or interrupted in order to handle their workloads.

Second, because CREEKVIEW frowned upon employees accruing meal period premiums, CREEKVIEW's management pressured employees to clock out for meal periods, upon threat of discipline, 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 CREEKVIEW. For example, Ms. Cristobal was required to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods. Thus, CREEKVIEW systematically failed to accurately record all meal periods.

Third, CREEKVIEW required Ms. Cristobal and other aggrieved employees to carry and respond to their company-issued radios and personal mobile devices to communicate with supervisors and/or coworkers at all times, including during unpaid meal periods. CREEKVIEW expected that Ms. Cristobal and other aggrieved employees promptly respond to text messages and calls at all times to discuss work-related matters. For example, during Ms. Cristobal's meal periods, CREEKVIEW's supervisors and/or coworkers would contact Ms. Cristobal on her company-issued radio and personal mobile device to tell her to administer medication to residents and ask questions regarding residents. CREEKVIEW knew or should have known that Ms. Cristobal and other aggrieved employees were being made to respond to management and/or coworkers during meal periods in order to meet CREEKVIEW's expectations. Thus, CREEKVIEW failed to provide Ms. Cristobal and other aggrieved employees with compliant, 30-minute meal periods.

Fourth, on information and belief, in conjunction with CREEKVIEW's policy and/or practice of understaffing, CREEKVIEW maintained and implemented an on-premises meal period policy for employees, which effectively required that Ms. Cristobal and other aggrieved employees remain on the work premises during meal periods. Because Ms. Cristobal's and other aggrieved employees' positions were often single-staffed and they constantly needed to attend to residents, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, CREEKVIEW effectively maintained control over Ms. Cristobal and other aggrieved employees during meal periods.

Fifth, Ms. Cristobal and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during her employment, Ms. Cristobal regularly worked shifts in excess of ten (10) or more hours per day, but was not provided an uninterrupted second 30-minute meal period. Ms. Cristobal 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. To the extent CREEKVIEW required Ms. Cristobal and other aggrieved employees to sign written "on-duty" meal period agreements, such agreements are invalid as the nature of the work performed by Ms. Cristobal and other aggrieved employees do not necessitate an "on-duty" meal period under California law.

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

Furthermore, CREEKVIEW 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, Ms. Cristobal and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, CREEKVIEW failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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, CREEKVIEW regularly failed to authorize and permit Ms. Cristobal 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, CREEKVIEW's policies and/or practices, including understaffing and/or single-staffing certain positions and assigning heavy workloads prevented Ms. Cristobal and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. CREEKVIEW also failed to adhere to a schedule for rest periods, which, coupled with CREEKVIEW's requirement that employees respond to communications from management/coworkers on their company-issued radios and/or personal mobile devices at all times, further led to Ms. Cristobal and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, on information and belief, CREEKVIEW maintained a company-wide on-premises rest period policy, which effectively required that Ms. Cristobal and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Cristobal 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, CREEKVIEW effectively maintained control over Ms. Cristobal and other aggrieved employees during rest periods.

As a result of CREEKVIEW's practices and policies, Ms. Cristobal 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, Ms. Cristobal had to forgo most of her rest periods due to the lack of coverage and heavy workload. When Ms. Cristobal was able to take a rest period, it would be interrupted and/or cut short in order to attend to time-sensitive duties, such as a resident needing medication or the arrival of a pharmacy delivery.

CREEKVIEW 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, Ms. Cristobal and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, CREEKVIEW failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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 §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable 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.

CREEKVIEW willfully failed to pay all overtime wages owed to Ms. Cristobal and other aggrieved employees. During the relevant time period, Ms. Cristobal 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, as set forth above, CREEKVIEW's company-wide policies and/or practices of understaffing and/or single-staffing certain positions at its facilities while assigning heavy workloads resulted in a failure to provide Ms. Cristobal 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. Thus, Ms. Cristobal and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as also

stated, CREEKVIEW had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Cristobal and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, as stated, Ms. Cristobal regularly worked through her meal periods because she was the only Medication Technician scheduled, and Ms. Cristobal's meal periods were also interrupted and/or cut short 2-3 times per week to administer medications to residents due to the lack of coverage. Consequently, Ms. Cristobal and other aggrieved employees were required to work through meal periods and/or had their meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Second, as stated, because CREEKVIEW frowned upon employees accruing meal period premiums, CREEKVIEW's management pressured Ms. Cristobal and other aggrieved employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not. Thus, CREEKVIEW did not record all hours worked during meal periods, and Ms. Cristobal and other aggrieved employees performed work during meal periods for which they were not paid.

Third, as stated, CREEKVIEW had a policy and/or practice of requiring that Ms. Cristobal and other aggrieved employees carry and respond to their company-issued radios and personal mobile devices to communicate with supervisors and/or coworkers at all times, even during meal periods. For example, as stated, managers/coworkers would contact Ms. Cristobal on her company-issued radio and personal mobile device to tell her to administer medication and to discuss work-related matters, but did not compensate her for this time. CREEKVIEW knew or should have known that Ms. Cristobal and other aggrieved employees were being made to respond to management and/or coworkers while during meal periods in order to meet CREEKVIEW's expectations, but failed to compensate them for this time worked.

Fourth, as stated, on information and belief, CREEKVIEW maintained an on-premises meal period policy, which effectively required that Ms. Cristobal and other aggrieved employees remain on the work premises during their meal periods. Because Ms. Cristobal 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, such as running personal errands. Thus, CREEKVIEW effectively maintained control over Ms. Cristobal and other aggrieved employees during meal periods.

CREEKVIEW knew or should have known that as a result of these company-wide practices and/or policies, Ms. Cristobal and other aggrieved employees were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Cristobal 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, Ms. Cristobal and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

CREEKVIEW's failure to pay Ms. Cristobal 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. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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 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, § 11050(2)(M) (defining “Hours Worked”).

As set forth above, due to CREEKVIEW’s policies and/or practices of understaffing and/or single-staffing its facilities while assigning heavy workloads, failing to adhere to a schedule for meal periods, requiring employees to respond to communications on a company-issued radio and/or personal mobile device, and requiring employees to remain on the work premises during meal periods, Ms. Cristobal and other aggrieved employees were impeded 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. Furthermore, as stated, CREEKVIEW pressured Ms. Cristobal and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, CREEKVIEW failed to pay Ms. Cristobal and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

CREEKVIEW did not pay at least minimum wages for all hours worked by Ms. Cristobal and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CREEKVIEW 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, CREEKVIEW regularly failed to pay at least minimum wages to Ms. Cristobal 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. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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(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. CREEKVIEW has not provided Ms. Cristobal 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, CREEKVIEW has knowingly and intentionally provided Ms. Cristobal and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CREEKVIEW issued uniform wage statements to Ms. Cristobal and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, CREEKVIEW violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CREEKVIEW did not accurately record the time Ms. Cristobal 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), CREEKVIEW did not list the correct amount of gross wages and net wages earned by Ms. Cristobal and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CREEKVIEW failed to accurately list the total number of hours worked by Ms. Cristobal 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).

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 and address 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), CREEKVIEW willfully failed to maintain accurate payroll records for Ms. Cristobal 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, CREEKVIEW engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of meal period

start and end times for Ms. Cristobal and other aggrieved employees, in violation of section 1198. Also, in light of CREEKVIEW's failure to provide Ms. Cristobal and other aggrieved employees with second 30-minute meal periods to which they were entitled, CREEKVIEW kept no records of meal start and end times for second meal periods.

Because CREEKVIEW failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cristobal 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, Ms. Cristobal 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.

Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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, CREEKVIEW failed to pay Ms. Cristobal 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.

Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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.

CREEKVIEW willfully failed to pay Ms. Cristobal and other aggrieved employees who are no longer employed by CREEKVIEW 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 CREEKVIEW's employ.

Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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."

During the relevant time period, CREEKVIEW, on a company-wide basis, required that Ms. Cristobal 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 all of the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Cristobal and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including communicating with management and/or coworkers over text messages regarding resident care. Although CREEKVIEW required Ms. Cristobal and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, CREEKVIEW failed to reimburse them for their costs incurred.

CREEKVIEW could have provided Ms. Cristobal and other aggrieved employees with company mobile devices or CREEKVIEW could have reimbursed employees for the costs of their mobile device usage. Instead, CREEKVIEW passed these operating costs onto Ms. Cristobal and other aggrieved employees. At all relevant times, Ms. Cristobal did not earn at least two (2) times the minimum wage.

Thus, CREEKVIEW 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. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW into compliance with the applicable IWC Wage Order and Labor Code section 2802, 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.” CREEKVIEW, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Cristobal’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Cristobal seeks the remedies set forth in Labor Code section 558 for herself, 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, Ms. Cristobal, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against CREEKVIEW 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, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Cristobal 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:

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

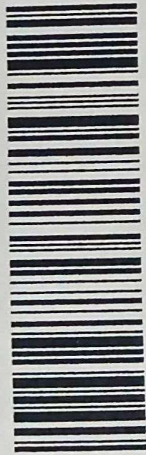
Best Regards,



Sairah Budhwani

Copy: CREEKVIEW HC LLC (via U.S. Certified Mail); CONTINUING LIFE, LLC (via U.S. Certified Mail); GLENBROOK HC LLC (via U.S. Certified Mail); OAKVIEW HC LLC (via U.S. Certified Mail); REATA GLEN ORANGE COUNTY CCRC LLC (via U.S. Certified Mail); STONERIDGE CREEK PLEASANTON CCRC LLC (via U.S. Certified Mail); THE GLEN AT SCRIPPS RANCH CCRC LLC (via U.S. Certified Mail); UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC (via U.S. Certified Mail)

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



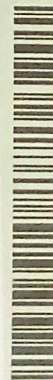
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CREEKVIEW HC LLC
2900 STONERIDGE DRIVE
PLEASANTON, CA 94588

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2900 STONERIDGE DRIVE
PLEASANTON, CA 94588



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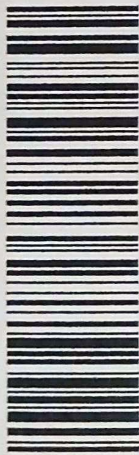
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CONTINUING LIFE, LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

CONTINUING LIFE, LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

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CARLSBAD, CA 92009



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CARLSBAD, CA92009

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1950 CALLE BARCELONA
CARLSBAD, CA92009

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☐ Addressee

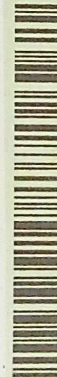
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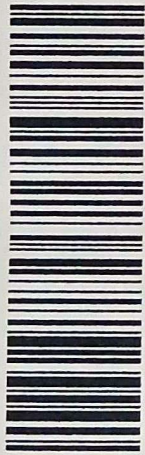
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CRISTOBAN

V.C.V.

OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

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OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

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OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009



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1875 Century Park, East, 1000
Los Angeles, CA. 90067



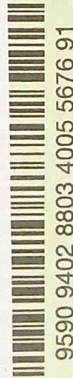
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REATA GLEN ORANGE
COUNTY CCRC LLC
2 LAS ESTRELLAS LOOP
RANCHO MISSION VIEJO, CA 92694

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REATA GLEN ORANGE
COUNTY CCRC LLC
2 LAS ESTRELLAS LOOP
RANCHO MISSION VIEJO, CA 92694



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2 LAS ESTRELLAS LOOP
RANCHO MISSION VIEJO, CA 92694

CR. ST. B. M.
V, C.V.

16 1965 1120 0225 0120 6856

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



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UNIVERSITY VILLAGE
THOUSAND OAKS CCRC LLC
3415 CAMPUS DRIVE
THOUSAND OAKS, CA 91360

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UNIVERSITY VILLAGE
THOUSAND OAKS CCRC LLC
3415 CAMPUS DRIVE
THOUSAND OAKS, CA 91360



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UNIVERSITY VILLAGE
THOUSAND OAKS CCRC LLC
3415 CAMPUS DRIVE
THOUSAND OAKS, CA 91360

Instructions

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



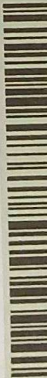
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THE GLEN AT SCRIPPS
RANCH CCRC LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131

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THE GLEN AT SCRIPPS
RANCH CCRC LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131



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THE GLEN AT SCRIPPS
RANCH CCRC LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131

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UNIVERSITY VILLAGE
 THOUSAND OAKS CCRC LLC
 3415 CAMPUS DRIVE
 THOUSAND OAKS, CA 91360



9590 9402 8803 4005 5677 14

2. Article Number (Transfer from service label)

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Mane Regue

- ☐ Agent
☐ Addressee

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Mane Regue

C. Date of Delivery

8-14

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1.

CONTINUING LIFE, LLC
 1940 LEVANTE ST
 CARLSBAD, CA 92009



9590 9402 8803 4005 5676 60

2.

9589 0710 5270 0211 5962 21

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

S. Morton

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

S. Morton

C. Date of Delivery

8/14/25

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
☐ Insured Mail
☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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.

1.

THE GLEN AT SCRIPPS
 RANCH CCRC LLC
 9800 GLEN CENTER DRIVE
 SAN DIEGO, CA 92131



9590 9402 8803 4005 5677 21

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5961 60

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/14

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
☐ Insured Mail
☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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.

**OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009**



9590 9402 8803 4005 5676 84

Article Number (Transfer from service label)

9589 0710 5270 0211 5962 07

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Kim Bray

C. Date of Delivery

8/16/25

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☒ No

Service Type

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

Domestic Return Receipt

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.

**CREEKVIEW HC LLC
2900 STONERIDGE DRIVE
PLEASANTON, CA 94588**



9590 9402 8803 4005 5676 53

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5962 38

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☒ No

Service Type

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

Domestic Return Receipt

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.

**STONERIDGE CREEK
PLEASANTON CCRC LLC
3300 STONERIDGE CREEK WAY
PLEASANTON, CA 94588**



9590 9402 8803 4005 5677 07

2. Article Number (Transfer from back of card)

9589 0710 5270 0211 5961 84

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x M. Zumwalt

☒ Agent
☐ Addressee

B. Received by (Printed Name)

M. ZUMWALT

C. Date of Delivery
8/19/25

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Delivery Restricted Delivery
(over \$500) Restricted Delivery

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

Domestic Return Receipt



1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

October 17, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/412>)

Subject: *Mary Cristobal v. Creekview HC LLC, et al.*
LWDA Case No. LWDA-CM-1118318-25 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Mary Cristobal in connection with her claims under the California Labor Code. Ms. Cristobal was an employee of CREEKVIEW HC LLC; CONTINUING LIFE, LLC; GLENBROOK HC LLC; OAKVIEW HC LLC; REATA GLEN ORANGE COUNTY CCRC LLC; STONERIDGE CREEK PLEASANTON CCRC LLC; THE GLEN AT SCRIPPS RANCH CCRC LLC; and/or UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC. For the purpose of this letter, Ms. Cristobal collectively refers to these entities as “CREEKVIEW.” We previously provided notice of Ms. Cristobal’s claims to the California Labor and Workforce Development Agency (“LWDA”) on August 12, 2025, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Ms. Cristobal’s prior LWDA notice and is intended to clarify the facts and theories supporting her claims.

The employers may be contacted directly at the addresses below:

CREEKVIEW HC LLC
2900 STONERIDGE DRIVE
PLEASANTON, CA 94588

CONTINUING LIFE, LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

GLENBROOK HC LLC
1950 CALLE BARCELONA
CARLSBAD, CA 92009

OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

REATA GLEN ORANGE COUNTY CCRC LLC
2 LAS ESTRELLAS LOOP
RANCHO MISSION VIEJO, CA 92694

STONERIDGE CREEK PLEASANTON CCRC LLC
3300 STONERIDGE CREEK WAY
PLEASANTON, CA 94588

THE GLEN AT SCRIPPS RANCH
CCRC LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131

UNIVERSITY VILLAGE THOUSAND
OAKS CCRC LLC
3415 CAMPUS DRIVE
THOUSAND OAKS, CA 91360

Ms. Cristobal 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"). Ms. Cristobal seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CREEKVIEW 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.

CREEKVIEW employed Ms. Cristobal as an hourly paid, non-exempt employee from approximately March 2021 to February 2025. Ms. Cristobal worked for CREEKVIEW as a Medication Technician at its Creekview Health Center facility in Pleasanton (located at 2900 Stoneridge Drive, Pleasanton, California 94588). During her employment, Ms. Cristobal typically worked eight (8) or more per day and five (5) days per week. By the end of her employment, Ms. Cristobal was compensated approximately \$17.50 per hour. Her job duties included, without limitation, administering medications to residents, documenting and accounting for medications, and performing routine resident care.

CREEKVIEW committed each of the following Labor Code violations against Ms. Cristobal, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

CREEKVIEW's Company-Wide and Uniform Payroll and HR Practices

CREEKVIEW HC LLC; CONTINUING LIFE, LLC; GLENBROOK HC LLC; OAKVIEW HC LLC; REATA GLEN ORANGE COUNTY CCRC LLC; STONERIDGE CREEK PLEASANTON CCRC LLC; THE GLEN AT SCRIPPS RANCH CCRC LLC; and UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC are Delaware limited liability companies. CREEKVIEW owns and operates at least seven (7) senior care facilities, providing skilled nursing, rehabilitation, assisted living, and memory care services. Upon information and belief, CREEKVIEW maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Carlsbad, California, for all non-exempt, hourly paid employees working for CREEKVIEW in California, including Ms. Cristobal and other aggrieved employees. At all relevant times, CREEKVIEW issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cristobal and other aggrieved employees, regardless of their location or position.

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

¹ These facts, theories, and claims are based on Ms. Cristobal's experience and counsel's review of those records currently available relating to Ms. Cristobal'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, Ms. Cristobal reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

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 Industrial Welfare Commission (“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. The applicable IWC Wage Order further provides that employees in the healthcare industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11050(11)(D).

Under California law, an employer cannot evade meal period requirements via the use of “on-duty” meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L’Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

First, during the relevant time period, CREEKVIEW had, and continues to have, company-wide policies and/or practices of understaffing its facilities. CREEKVIEW’s uniform practice of understaffing resulted in a failure to provide Ms. Cristobal 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 Ms. Cristobal, certain medications were required to be passed out to assigned residents on an hourly basis. Because CREEKVIEW 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 Ms. Cristobal and other aggrieved employees did not receive all timely, uninterrupted meal periods to which they were entitled. Also, CREEKVIEW systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for some of its positions, including Medication Technicians, whereby only one (1) employee like Ms. Cristobal was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. CREEKVIEW also had a practice of failing to adhere to a schedule for meal periods at all, which further caused Ms. Cristobal and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Cristobal 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, Ms. Cristobal regularly worked through her meal periods because she was the only Medication Technician scheduled for night shifts and she lacked meal period coverage. In addition, due to understaffing, Ms. Cristobal’s meal periods were interrupted and/or cut short 2-3 times per week to

administer medications to residents. Thus, Ms. Cristobal and other aggrieved employees missed meal periods and/or had meal periods cut short or interrupted in order to handle their workloads.

Second, because CREEKVIEW frowned upon employees accruing meal period premiums, CREEKVIEW's management pressured employees to clock out for meal periods, upon threat of discipline, 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 CREEKVIEW. For example, Ms. Cristobal was required to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods. Thus, CREEKVIEW systematically failed to accurately record all meal periods.

Third, CREEKVIEW required Ms. Cristobal and other aggrieved employees to carry and respond to their company-issued radios and personal mobile devices to communicate with supervisors and/or coworkers at all times, including during unpaid meal periods. CREEKVIEW expected that Ms. Cristobal and other aggrieved employees promptly respond to text messages and calls at all times to discuss work-related matters. For example, during Ms. Cristobal's meal periods, CREEKVIEW's supervisors and/or coworkers would contact Ms. Cristobal on her company-issued radio and personal mobile device to tell her to administer medication to residents and ask questions regarding residents. CREEKVIEW knew or should have known that Ms. Cristobal and other aggrieved employees were being made to respond to management and/or coworkers during meal periods in order to meet CREEKVIEW's expectations. Thus, CREEKVIEW failed to provide Ms. Cristobal and other aggrieved employees with compliant, 30-minute meal periods.

Fourth, on information and belief, in conjunction with CREEKVIEW's policy and/or practice of understaffing, CREEKVIEW maintained and implemented an on-premises meal period policy for employees, which effectively required that Ms. Cristobal and other aggrieved employees remain on the work premises during meal periods. Because Ms. Cristobal's and other aggrieved employees' positions were often single-staffed and they constantly needed to attend to residents, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, CREEKVIEW effectively maintained control over Ms. Cristobal and other aggrieved employees during meal periods.

Fifth, Ms. Cristobal and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during her employment, Ms. Cristobal regularly worked shifts in excess of ten (10) or more hours per day, but was not provided an uninterrupted second 30-minute meal period. Ms. Cristobal 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. To the extent CREEKVIEW required Ms. Cristobal and other aggrieved employees to sign written "on-duty" meal period agreements, such agreements are invalid as the nature of the work performed by Ms. Cristobal and other aggrieved employees do not necessitate an "on-duty" meal period under California law.

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

Furthermore, CREEKVIEW 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, Ms. Cristobal and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, CREEKVIEW failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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, CREEKVIEW regularly failed to authorize and permit Ms. Cristobal 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, CREEKVIEW's policies and/or practices, including understaffing and/or single-staffing certain positions and assigning heavy workloads prevented Ms. Cristobal and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. CREEKVIEW also failed to adhere to a schedule for rest periods, which, coupled with CREEKVIEW's requirement that employees respond to communications from management/coworkers on their company-issued radios and/or personal mobile devices at all times, further led to Ms. Cristobal and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, on information and belief, CREEKVIEW maintained a company-wide on-premises rest period policy, which effectively required that Ms. Cristobal and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Cristobal 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, CREEKVIEW effectively maintained control over Ms. Cristobal and other aggrieved employees during rest periods.

As a result of CREEKVIEW's practices and policies, Ms. Cristobal 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, Ms. Cristobal had to forgo most of her rest periods due to the lack of coverage and heavy workload. When Ms. Cristobal was able to take

a rest period, it would be interrupted and/or cut short in order to attend to time-sensitive duties, such as a resident needing medication or the arrival of a pharmacy delivery.

CREEKVIEW 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, Ms. Cristobal and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, CREEKVIEW failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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 §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable 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.

CREEKVIEW willfully failed to pay all overtime wages owed to Ms. Cristobal and other aggrieved employees. During the relevant time period, Ms. Cristobal 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, as set forth above, CREEKVIEW's company-wide policies and/or practices of understaffing and/or single-staffing certain positions at its facilities while assigning heavy workloads resulted in a failure to provide Ms. Cristobal 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. Thus, Ms. Cristobal and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as also stated, CREEKVIEW had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Cristobal and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, as stated, Ms. Cristobal regularly worked through her meal periods because she was the only Medication Technician scheduled, and Ms. Cristobal's meal periods were also interrupted and/or cut short 2-3 times per week to administer medications to residents due to the lack of coverage. Consequently, Ms. Cristobal and other aggrieved employees were required to work through meal periods and/or had their meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Second, as stated, because CREEKVIEW frowned upon employees accruing meal period premiums, CREEKVIEW's management pressured Ms. Cristobal and other aggrieved employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not. Thus, CREEKVIEW did not record all hours worked during meal periods, and Ms. Cristobal and other aggrieved employees performed work during meal periods for which they were not paid.

Third, as stated, CREEKVIEW had a policy and/or practice of requiring that Ms. Cristobal and other aggrieved employees carry and respond to their company-issued radios and personal mobile devices to communicate with supervisors and/or coworkers at all times, even during meal periods. For example, as stated, managers/coworkers would contact Ms. Cristobal on her company-issued radio and personal mobile device to tell her to administer medication and to discuss work-related matters, but did not compensate her for this time. CREEKVIEW knew or should have known that Ms. Cristobal and other aggrieved employees were being made to respond to management and/or coworkers while during meal periods in order to meet CREEKVIEW's expectations, but failed to compensate them for this time worked.

Fourth, as stated, on information and belief, CREEKVIEW maintained an on-premises meal period policy, which effectively required that Ms. Cristobal and other aggrieved employees remain on the work premises during their meal periods. Because Ms. Cristobal 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, such as running personal errands. Thus, CREEKVIEW effectively maintained control over Ms. Cristobal and other aggrieved employees during meal periods.

CREEKVIEW knew or should have known that as a result of these company-wide practices and/or policies, Ms. Cristobal and other aggrieved employees were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Cristobal 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, Ms. Cristobal and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

CREEKVIEW's failure to pay Ms. Cristobal 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. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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, 1182.15, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1182.15, 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 IWC Wage Order No. 5-2001 as "the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act." Cal. Code Regs. tit. 8, § 11050(2)(M) (defining "Hours Worked").

As set forth above, due to CREEKVIEW's policies and/or practices of understaffing and/or single-staffing its facilities while assigning heavy workloads, failing to adhere to a schedule for meal periods, requiring employees to respond to communications on a company-issued radio and/or personal mobile device, and requiring employees to remain on the work premises during meal periods, Ms. Cristobal and other aggrieved employees were impeded 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. Furthermore, as stated, CREEKVIEW pressured Ms. Cristobal and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus,

CREEKVIEW failed to pay Ms. Cristobal and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

CREEKVIEW did not pay at least minimum wages for all hours worked by Ms. Cristobal and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CREEKVIEW did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198.

Accordingly, CREEKVIEW regularly failed to pay at least minimum wages to Ms. Cristobal and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1182.15, 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(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. CREEKVIEW has not provided Ms. Cristobal 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, CREEKVIEW has knowingly and intentionally provided Ms. Cristobal and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CREEKVIEW issued uniform wage statements to Ms. Cristobal and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, CREEKVIEW violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CREEKVIEW did not accurately record the time Ms. Cristobal 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), CREEKVIEW did not list the correct amount of gross wages and net wages earned by Ms. Cristobal and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CREEKVIEW failed to accurately list the total number of hours worked by Ms. Cristobal 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).

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 and address 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), CREEKVIEW willfully failed to maintain accurate payroll records for Ms. Cristobal 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, CREEKVIEW engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of meal period start and end times for Ms. Cristobal and other aggrieved employees, in violation of section 1198. Also, in light of CREEKVIEW’s failure to provide Ms. Cristobal and other aggrieved employees with second 30-minute meal periods to which they were entitled, CREEKVIEW kept no records of meal start and end times for second meal periods.

Because CREEKVIEW failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cristobal 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, Ms. Cristobal 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.

Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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, CREEKVIEW failed to pay Ms. Cristobal 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.

Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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.

CREEKVIEW willfully failed to pay Ms. Cristobal and other aggrieved employees who are no longer employed by CREEKVIEW 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 CREEKVIEW's employ.

Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW 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."

During the relevant time period, CREEKVIEW, on a company-wide basis, required that Ms. Cristobal 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 all of the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Cristobal and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including communicating with management and/or coworkers over text messages regarding resident care. Although CREEKVIEW required Ms. Cristobal and other aggrieved employees to use their personal

mobile devices and/or mobile data to carry out their work-related duties, CREEKVIEW failed to reimburse them for their costs incurred.

CREEKVIEW could have provided Ms. Cristobal and other aggrieved employees with company mobile devices or CREEKVIEW could have reimbursed employees for the costs of their mobile device usage. Instead, CREEKVIEW passed these operating costs onto Ms. Cristobal and other aggrieved employees. At all relevant times, Ms. Cristobal did not earn at least two (2) times the minimum wage.

Thus, CREEKVIEW 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. Ms. Cristobal and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CREEKVIEW into compliance with the applicable IWC Wage Order and Labor Code section 2802, 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.” CREEKVIEW, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Cristobal’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Cristobal seeks the remedies set forth in Labor Code section 558 for herself, 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, Ms. Cristobal, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against CREEKVIEW for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Cristobal 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:

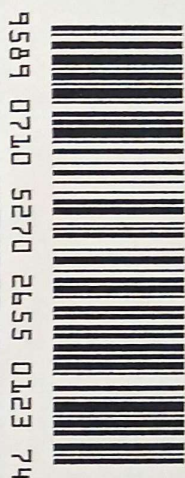
Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,


Anthony Castillo

Copy: CREEKVIEW HC LLC (via U.S. Certified Mail); CONTINUING LIFE, LLC (via U.S. Certified Mail); GLENBROOK HC LLC (via U.S. Certified Mail); OAKVIEW HC LLC (via U.S. Certified Mail); REATA GLEN ORANGE COUNTY CCRC LLC (via U.S. Certified Mail); STONERIDGE CREEK PLEASANTON CCRC LLC (via U.S. Certified Mail); THE GLEN AT SCRIPPS RANCH CCRC LLC (via U.S. Certified Mail); UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



CREEKVIEW HC LLC
2900 STONERIDGE DRIVE
PLEASANTON, CA 94588

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CREEKVIEW HC LLC
2900 STONERIDGE DRIVE
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1875 Century Park, East, 1860
Los Angeles, CA 90067



CONTINUING LIFE, LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

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CONTINUING LIFE, LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

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CONTINUING LIFE, LLC
1940 LEVANTE ST
CARLSBAD, CA 92009



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GLENBROOK HC LLC
1950 CALLE BARCELONA
CARLSBAD, CA92009

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GLENBROOK HC LLC
1950 CALLE BARCELONA
CARLSBAD, CA92009

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V. CV

GLENBROOK HC LLC
1950 CALLE BARCELONA
CARLSBAD, CA92009

City

State

Zip

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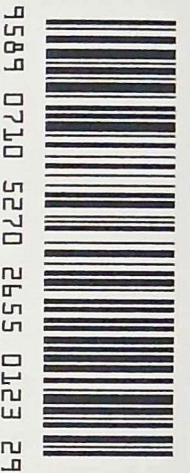
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OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

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OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009



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OAKVIEW HC LLC
1940 LEVANTE ST
CARLSBAD, CA 92009

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1875 Century Park, East, 1860
Los Angeles, CA. 90067



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REATA GLEN
ORANGE COUNTY CCRC LLC
2 LAS ESTRELLAS LOOP
RANCHO MISSION VIEJO, CA 92694

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REATA GLEN
ORANGE COUNTY CCRC LLC
2 LAS ESTRELLAS LOOP
RANCHO MISSION VIEJO, CA 92694



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REATA GLEN
ORANGE COUNTY CCRC LLC
2 LAS ESTRELLAS LOOP
RANCHO MISSION VIEJO, CA 92694

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1875 Century Park, East, 1860
Los Angeles, CA. 90067



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STONERIDGE CREEK
PLEASANTON CCRC LLC
3300 STONERIDGE CREEK WAY
PLEASANTON, CA 94588

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CRISTINA V. C.

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PLEASANTON CCRC LLC
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PLEASANTON, CA 94588

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STONERIDGE CREEK
PLEASANTON CCRC LLC
3300 STONERIDGE CREEK WAY
PLEASANTON, CA 94588



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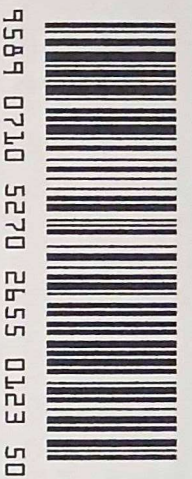
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Los Angeles, CA. 90067



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THE GLEN AT
SCRIPPS RANCH CCRC LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131

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SCRIPPS RANCH CCRC LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131

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☐ Agent
☐ Addressee

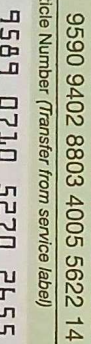
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SCRIPPS RANCH CCRC LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 2655 0123 67

UNIVERSITY VILLAGE
THOUSAND OAKS CCRC LLC
3415 CAMPUS DRIVE
THOUSAND OAKS, CA 91360

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.

UNIVERSITY VILLAGE
THOUSAND OAKS CCRC LLC
3415 CAMPUS DRIVE
THOUSAND OAKS, CA 91360



9590 9402 8803 4005 5618 73

2. Article Number (Transfer from service label)

9589 0710 5270 2655 0123 67

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ 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
- ☐ Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all Restricted Delivery (over \$500)

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

CRISTOBAL

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Signature Confirmation (electronic) \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

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UNIVERSITY VILLAGE
THOUSAND OAKS CCRC LLC
3415 CAMPUS DRIVE
THOUSAND OAKS, CA 91360

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. CREEKVIEW HC LLC 2900 STONERIDGE DRIVE PLEASANTON, CA 94588 9590 9402 8803 4005 5621 60 2. Article Number (Transfer from service label) 9589 0710 5270 2655 0123 74		A. Signature X Ruth Edwards ☐ Agent ☐ Addressee B. Received by (Printed Name) Ruth Edwards C. Date of Delivery 10/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. GLENBROOK HC LLC 1950 CALLE BARCELONA CARLSBAD, CA 92009 9590 9402 8803 4005 5621 77 2. Article Number (Transfer from service label) 9589 0710 5270 2655 0123 98		A. Signature X Candace Villa ☐ Agent ☐ Addressee B. Received by (Printed Name) Candace Villa C. Date of Delivery 10/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC 3415 CAMPUS DRIVE THOUSAND OAKS, CA 91360 9590 9402 8803 4005 5618 73 2. Article Number (Transfer from service label) 9589 0710 5270 2655 0123 67		A. Signature X Jan Barton ☐ Agent ☐ Addressee B. Received by (Printed Name) JAN BARTON C. Date of Delivery 10/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. CONTINUING LIFE, LLC 1940 LEVANTE ST CARLSBAD, CA 92009 9590 9402 8803 4005 5621 53 2. Article Number (Transfer from service label) 9589 0710 5270 2655 0123 81		A. Signature X S. Morton ☐ Agent ☐ Addressee B. Received by (Printed Name) S. Morton C. Date of Delivery 10-20-25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 1. OAKVIEW HC LLC 1940 LEVANTE ST CARLSBAD, CA 92009 9590 9402 8803 4005 5621 84 2. Article Number (Transfer from service label) 9589 0710 5270 2655 0123 29		A. Signature X S. Morton ☐ Agent ☐ Addressee B. Received by (Printed Name) S. Morton C. Date of Delivery 10-20-25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	

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.

**STONERIDGE CREEK
PLEASANTON CCRC LLC
3300 STONERIDGE CREEK WAY
PLEASANTON, CA 94588**



9590 9402 8803 4005 5622 07

2. Article Number (Transfer from service label)

9589 0710 5270 2655 0123 43

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Samuel L. Carter

☒ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
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1.

THE GLEN AT
SCRIPPS RANCH COO LLC
9800 GLEN CENTER DRIVE
SAN DIEGO, CA 92131



9590 9402 8803 4005 5622 14

2. Article Number (Transfer from service label)

9589 0710 5270 2655 0123 50

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Downing G.

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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 **January 2, 2026**, I served the document described as **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** 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:

Thomas S. Ingrassia
Haley A. Murphy
Celeste Leung
Joseph Martinez
Pettit Kohn Ingrassia Lutz & Dolin PC
11622 El Camino Real, Suite 300
San Diego, CA 92130
tingrassia@pettitkohn.com
hmurphy@pettitkohn.com
cleung@PettitKohn.com
jmartinez@PettitKohn.com

Attorneys for Defendants
Creekview HC LLC, et al.

☐ **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 ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 2, 2026**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature