WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com

Sean Paisan, Esq.
John Yslas, Esq.
Tyler Woods, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

September 19, 2025

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(***Via Online Submission***)

Asistencia Villa Post Acute LLC
107 W Lemon Ave
Monrovia, CA 91016
(***Via Certified Mail, Return Receipt Requested***)
#9489-0090-0027-6638-7696-05

Eugene Alkana
Agent for Service of Process for:
Asistencia Villa Post Acute LLC
131 N. El Molino Ave
Pasadena, CA 91101
(***Via Certified Mail, Return Receipt Requested***)
#9489-0090-0027-6638-7695-99

Re: ***Elizabeth Castro v. Asistencia Villa Post Acute LLC***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained Elizabeth Castro ("Ms. Castro") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Asistencia Villa Post Acute LLC ("Asistencia"). Ms. Castro wishes to pursue this action as an aggrieved employee, on behalf of the State of California, and on behalf of potentially all other persons who worked for Asistencia in California as non-exempt or hourly-paid employees at any time within the applicable statutory period (hereafter, the "Aggrieved Employee").

The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Asistencia engaged in with respect to Ms. Castro and potentially all of Asistencia's Aggrieved Employees. Ms. Castro and other Aggrieved Employees suffered the Labor Code violations described below.

Ms. Castro's Employment with Asistencia

Asistencia is a is a nursing center that provides 24-hour nursing and therapy services. Ms. Castro worked as a Certified Nursing Assistant whose job functions involved various forms of patient care. In performing her duties, Ms. Castro was regularly required to perform work while off the clock, without compensation. Due to extremely high workloads, she was also frequently deprived of an opportunity to take legally compliant meal and rest breaks, in part because the few meal and rest breaks she took were often cut short or interrupted. Asistencia also failed to provide Ms. Castro and other Aggrieved Employees with meal and rest break premiums as required by the Labor Code, and Ms. Castro does not recall ever receiving any rest break premiums.

Additionally, Ms. Castro necessarily incurred business-related expenses, including but not limited to, work equipment and use of her personal phone for work-related purposes. However, Asistencia failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories that Ms. Castro asserts, which are described in more detail below.

Asistencia owns/owned and operates/operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to Asistencia's business in California, Asistencia is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code. Ms. Castro is a resident of San Bernardino County, California who worked for Asistencia in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately November 2023 to November 2024. During Ms. Castro's employment for Asistencia, Asistencia paid her an hourly wage and classified her as non-exempt from overtime. Asistencia typically scheduled her to work at least five days in a workweek and at least eight hours per day, but she also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Ms. Castro's employment, Asistencia failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Ms. Castro with legally compliant meal periods, failed to authorize and permit Ms. Castro to take rest periods, failed to timely pay all final wages to Ms. Castro when Asistencia terminated Ms. Castro's employment, failed to furnish accurate wage statements to Ms. Castro , and failed to indemnify Ms. Castro for business expenditures. As discussed below, Ms. Castro's experience working for Asistencia was typical and illustrative.

<u>Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages</u>

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Asistencia failed to pay Ms. Castro and other Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Asistencia required Ms. Castro and other Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring them to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate.

California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Asistencia failed to properly calculate Ms. Castro's regular rate of pay when paying overtime by failing to include all compensation in Employee's overtime calculations, including hours worked off-the-clock. In failing to pay for all hours worked, Asistencia also failed to maintain accurate records of the hours Ms. Castro and the Aggrieved Employees, or some of them, worked.

As a result, Asistencia is liable to Ms. Castro and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

<u>Failure to Provide Meal Periods</u>

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Asistencia, at times, wrongfully failed to provide Ms. Castro and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law.

Asistencia continued to assert control over Ms. Castro and other Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Ms. Castro and other Aggrieved Employees permission to take meal periods under the conditions required by law, without properly compensating them as required by law.

Accordingly, Asistencia, at times, failed to provide meal periods to Ms. Castro and other Aggrieved Employees in compliance with California law. Ms. Castro and other Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Ms. Castro, however, does not recall ever receiving any meal break premiums. Asistencia thus failed to pay Ms. Castro and other Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

As a result, Asistencia is liable to other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

<u>Failure to Authorize and Permit Rest Periods</u>

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Asistencia, at times, has wrongfully failed to authorize and permit Ms. Castro and other Aggrieved Employees to take legally compliant rest periods in a manner required by law. Asistencia, at times, required Ms. Castro and other Aggrieved Employees to work in excess of four consecutive hours a day without authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating them for rest periods that were not authorized or permitted.

Instead, Asistencia, at times, continued to assert control over Ms. Castro and other Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Ms. Castro and other Aggrieved Employees permission to take a rest period altogether.

Accordingly, Asistencia, at times, failed to authorize and permit Ms. Castro and other Aggrieved Employees to take rest periods in compliance with California law. Ms. Castro and other Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Ms. Castro, however, does not recall ever receiving any rest break premiums. Asistencia thus failed to pay Ms. Castro and other Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Asistencia is liable to Ms. Castro and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

<u>Failure to Pay All Earned Wages Twice Per Month</u>

Based on Asistencia's failure, at times, to pay Ms. Castro and other Aggrieved Employees for all wages, as discussed above, Asistencia also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Asistencia failed and refused to pay Ms. Castro and other Aggrieved Employees all wages due, and failed to pay those wages twice a month, in that Ms. Castro and other Aggrieved

Employees were not paid all wages for all meal periods not provided by Asistencia, all wages for all rest periods not authorized and permitted by Asistencia, and all wages for all hours worked. As a result, Asistencia owes Ms. Castro and other Aggrieved Employees the legally required wages for unpaid wages, and Ms. Castro and other Aggrieved Employees suffered damages in those amounts.

Due to its failure to pay all earned wages twice per month, Asistencia is liable to Ms. Castro other Aggrieved Employees for the civil penalties provided for in Labor Code § 210.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Ms. Castro also seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Asistencia, however, at times, failed to maintain accurate records of hours worked and all meal periods taken or missed by Ms. Castro and other Aggrieved Employees.

Asistencia's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Ms. Castro other Aggrieved Employees the ability to know, understand, and question the accuracy and frequency of meal periods or the accuracy of their hours worked stated in Asistencia's records. Therefore, Ms. Castro and other Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Asistencia. As a direct result, Ms. Castro and other Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses, and attorneys' fees in seeking to compel Asistencia to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Asistencia's knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Ms. Castro and other Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Ms. Castro and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Asistencia has at times failed, and continues to fail, to pay Ms. Castro and other terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Asistencia's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Asistencia also violated, and continues to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Asistencia's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an Asistencia willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Ms. Castro and other Aggrieved Employees are entitled to recover from Asistencia their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Asistencia is thus liable to Ms. Castro and other Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Asistencia has at times failed, and continues to fail, to timely furnish Ms. Castro and other Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Asistencia, at times, violated Labor Code § 226, Ms. Castro and other Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Employee and other Aggrieved Employees are entitled to recover from Asistencia the greater of their actual damages caused by Asistencia’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

Asistencia is liable to Ms. Castro other Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Asistencia, at times, wrongfully required Ms. Castro and other Aggrieved Employees to pay out-of-pocket for necessary employment-related expenses that they incurred in direct discharge of their duties for Asistencia including, but not limited to, work equipment and use of personal phones for work-related purposes. Ms. Castro and other Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Asistencia, but Asistencia failed to indemnify Ms. Castro and other Aggrieved Employees for these employment-related expenses.

As a result, Asistencia is liable to Ms. Castro and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Ms. Castro and other Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Ms. Castro alleges that Asistencia violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures.

Therefore, on behalf of potentially Aggrieved Employees, Ms. Castro seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Ms. Castro has placed Asistencia on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

John O. Bishay, Esq.