

David P. Myers (SBN 206137)
dmyers@myerslawgroup.com
Jason Hatcher (SBN 285481)
jhatcher@myerslawgroup.com
Cassandra A. Castro (SBN 334238)
ccastro@myerslawgroup.com
Andriana N. Bravo (SBN 349191)
abravo@myerslawgroup.com
THE MYERS LAW GROUP, A.P.C.
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730
Telephone: (909) 919-2027
Facsimile: (888) 375-2102

Attorneys for Plaintiff Martin Rubio,
on behalf of the LWDA and aggrieved employees.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

MARTIN RUBIO, on behalf of the Labor
and Workforce Development Agency and
aggrieved employees,

PLAINTIFF,

v.

REDWOOD FAMILY CARE NETWORK,
INC., a Delaware Corporation; and DOES 1
through 100, inclusive

DEFENDANTS.

Case No. 2025CUOE050817

FIRST AMENDED COMPLAINT
PAGA ACTION

1. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION

This is a representative Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) action brought by Plaintiff Martin Rubio (“Plaintiff”), in a representative capacity only on behalf of the Labor and Workforce Development Agency (“LWDA”), a California state agency, and other aggrieved employees, against Redwood Family Care Network, Inc., a Delaware Corporation; and other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively “Defendants”) alleging, among other things violations of the California Labor Code and seeking on a representative basis civil penalties under Labor Code §§2698, *et seq.* Following notice to the Labor and Workforce Development Agency on September 15, 2025, Plaintiff, in a representative capacity only, seeks civil penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(k)(1) and costs of suit brought on behalf of the Labor and Workforce Development Agency, the State of California, and all other aggrieved employees. Plaintiff is informed and believes, and on that basis alleges as follows:

II. GENERAL ALLEGATIONS

1. This Private Attorneys General Act of 2004, Labor Code §§2698, *et seq.* action arises from wage and hour violations for, among other things, Defendants’ failure to compensate hourly shift, non-exempt employees in compliance with California law. As more fully described herein, Defendants failed and continue to fail to pay the full amount of minimum and/or overtime and/or double time wages, while engaging in other Labor Code violations such as failing to provide meal periods and rest periods, failing to provide complete and accurate wage statements, record keeping violations.

2. Plaintiff seeks, among other things, civil penalties under the PAGA on behalf of the LWDA and all other aggrieved employees. The “aggrieved employees”, consist of:
all other current and former California hourly non-exempt employees of Defendants who provide/provided direct care services for Defendants within the relevant time period. (“aggrieved employees”).

3. This Court is the proper court, and this action is properly filed in Ventura County and in this judicial district because Defendants do business in Ventura County, out of Simi Valley, California, and because Defendants’ obligations and liabilities arise therein.

1 4. Plaintiff is a hourly non-exempt employee for Defendants in the state of
2 California and a resident of California

3 5. Plaintiff is informed and believes, and thereon alleges that Redwood Family Care
4 Network, Inc. is a Delaware corporation.

5 6. The true names and capacities, whether individual, corporate, associate, or
6 otherwise, of DOES 1 through 100 are unknown to Plaintiff, who therefore sues the DOE
7 Defendants by fictitious names. Plaintiff will amend this Complaint to show their true names
8 and capacities when they have been ascertained.

9 7. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants,
11 each acting as agents and/or employees, and/or under the direction and control of each of the
12 other Defendants, and that said acts and failures to act were within the course and scope of said
13 agency, employment and/or direction and control. Plaintiff is informed and believes, and thereon
14 alleges, that at all times material hereto Defendants were and are the agents of each other.

15 8. Plaintiff is informed and believes, and thereon alleges, that Defendants are a
16 single enterprise or integrated enterprise, joint employers, or alter egos of each other, and were
17 acting on behalf of Defendants in the employment, wages, hours and working conditions of
18 Plaintiff and the aggrieved employees.

19 9. Plaintiff is informed and believes, and thereon alleges, that Defendant DOES 1
20 through 100 are the partners, owners, shareholders, managers, joint employers, or alter egos of
21 Defendants, and were acting on behalf of Defendants in the payment of wages to Plaintiff and
22 the aggrieved employees.

23 10. At all relevant times alleged herein Plaintiff and the aggrieved employees were
24 employed by Defendants in State of California.

25 **III. FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

26 11. Plaintiff and the aggrieved employees worked as hourly non-exempt employees
27 in the state of California for Defendants. Throughout the period of September 15, 2024 to the
28 date of PAGA approval, (the “relevant time period”), Plaintiff and all aggrieved employees were

1 and are employees of Defendants in the state of California, entitled to all of the protections
2 afforded to employees under the Labor Code and applicable IWC Wage Orders.

3 12. Defendants' primary business is providing direct support services. This work is
4 performed in part by Plaintiff and the aggrieved employees.

5 13. During the relevant time period, Defendants failed to pay Plaintiff and aggrieved
6 employees the full amount of minimum wages for all hours worked, including but not limited to
7 failing to pay Plaintiff and the Class members for work time spent performing required training.

8 14. During the relevant time period, Defendants had a policy, procedure, and/or
9 practice of not paying Plaintiff and the aggrieved employees for all minimum, overtime and/or
10 double time worked, and/or all hours worked over eight (8) hours in a workday and/or forty (40)
11 hours in a workweek and/or over twelve (12) hours in a workday as applicable.

12 15. Plaintiff and the aggrieved employees were suffered and/or permitted to and
13 worked without receiving all earned overtime and/or double time pay for all overtime and/or
14 double time hours worked.

15 16. Despite knowing that Plaintiff and the aggrieved employees were working over
16 eight (8) hours in a workday and/or forty (40) hours in a workweek, and/or over twelve (12)
17 hours in a workday, Defendants refused to pay the full amount of all overtime and/or double
18 time wages owed for all overtime and/or double time hours worked.

19 17. Defendants conduct, as alleged herein, was willful and has caused Plaintiff and
20 the aggrieved employees members damages including, but not limited to, loss of wages and
21 compensation.

22 18. Throughout the relevant time period, Defendants failed to authorize and permit
23 legally compliant meal breaks. Plaintiff and aggrieved employees members were assigned to and
24 required to work shifts lasting over five (5) hours and were not provided nor allowed to take a
25 timely thirty (30) minute uninterrupted off-duty meal break without exemption, and/or were
26 assigned to and required to work shifts lasting over ten (10) hours without a second thirty (30)
27 minute uninterrupted off-duty meal break without exemption. Plaintiff and the aggrieved
28 employees were required to carry their personal cell phones to be on-duty during meal periods.

1 19. Throughout the relevant time period, Defendants failed and continue to fail to pay
2 for meal period violations at the correct regular rate of pay.

3 20. Throughout the relevant time period, Defendants failed to authorize and provide
4 paid rest periods compliant with the provisions of the California Labor Code and applicable
5 Wage Order. Plaintiff and aggrieved employees were assigned to and required to work shifts
6 lasting over four (4) hours and were not provided nor allowed to take a non-duty free paid ten-
7 minute uninterrupted rest break during each four (4) hour work period, or major fraction thereof,
8 at the direction of Defendants and/or with Defendants' knowledge and acquiescence. Plaintiff
9 and the aggrieved employees were required to carry their personal cell phones to be on-duty
10 during rest periods.

11 21. Throughout the relevant time period, Defendants failed and continue to fail to pay
12 for rest period violations at the correct regular rate of pay.

13 22. The wage statements provided by Defendants to Plaintiff and the aggrieved
14 employees failed to provide accurate information reflecting the accurate gross and net wages
15 earned for all hours worked, and provide the accurate total hours worked and all applicable
16 hourly rates in effect during the pay period to the corresponding number of hours worked at each
17 hourly rate.

18 23. Throughout the relevant time period, Defendants failed to allow for timely
19 inspection and/or copying of employment records, including but not limited to personnel files,
20 signed documents, payroll records, etc. to Plaintiff and the aggrieved employees who requested
21 access and/or a copy of these records from Defendants.

22 24. Throughout the relevant time period, Defendants denied the opportunity to
23 Plaintiff and the aggrieved employees to inspect and copy their employment records, upon
24 request to Defendants, in violation of Labor Code §§226(b)-(c), 1174, 1198, and Wage Order 5-
25 2001(7)(A) and (C).

26 25. Plaintiff seeks, among other things, civil penalties under the PAGA on behalf of
27 the LWDA and all other aggrieved employees. Throughout the relevant time period, Defendants
28 knowingly and willfully engaged and continue to engage in an unlawful scheme to avoid

1 complying with California wage and hour laws and other employee rights and benefits.

2 26. The underpayment of wages, Labor Code violations, and Wage Order violations
3 upon Plaintiff and the aggrieved employees are a consequence of Defendants' unlawful policies
4 and practices which were centrally devised, implemented, communicated, and applied to
5 Plaintiff and the aggrieved employees.

6 27. Plaintiff brings this action seeking to be the representative for the State of
7 California and all other aggrieved employees who all have been exposed to, have suffered, and/or
8 were permitted to work under, Defendant's unlawful employment practices as alleged herein,
9 and to recover civil penalties on their behalf.

10 **FIRST CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **Violation of Labor Code §§2698, *et seq.***

13 (Against all Defendants)

14 28. Plaintiff, in a solely representative capacity on behalf of the State of California
15 and on behalf of all other aggrieved employees, herein, re-alleges and incorporates each and
16 every one of the allegations contained in the preceding paragraphs as if fully set forth herein.

17 29. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004,
18 provides for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency (LWDA), or any of its departments, divisions, commissions, boards,
20 agencies or employees for a violation of the Labor Code, may be recovered through a civil action
21 by an aggrieved employee on behalf of himself or herself, and/or collectively on behalf of all
22 other current or former employees.

23 30. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
24 agencies or employees, has discretion to assess a civil penalty, a court in a civil action is
25 authorized to exercise the same discretion, subject to the same limitations and conditions to
26 assess a civil penalty.

27 31. Plaintiff and Defendants' non-exempt hourly employees who provided direct care
28 services for Defendants are "aggrieved employees" as defined by Labor Code §2699, in that they

are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

32. Plaintiff gave written notice electronically to the LWDA, and by certified mail to Defendants of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code §2699.3. More than 65 days has lapsed since notice to the LWDA and the LWDA has not responded to Plaintiff's notice. Accordingly, Plaintiff may commence a civil action to recover civil penalties on behalf of other current and former employees under Labor Code §2699 pursuant to §2699.3.

33. Plaintiff asserts all of the claims in this Complaint against Defendants, on behalf of the aggrieved employee class in his capacity as a private attorney general and seeks all applicable civil penalties available under the Labor Code for these alleged violations of Labor Code sections 226, 226.7, 510, 512, 1174, 1194, 1194.2 and 1197, 1198.5 and IWC Wage Order No. 5-2001.

34. Pursuant to Labor Code §2699, Plaintiff, on behalf of the aggrieved employee class, requests and seeks to recover from the Defendants applicable penalties related to Defendants' failure to provide accurate wage statements, failure to pay all minimum, overtime and/or double time wages, failure to pay premium wages at the correct regular rate of pay, failure to provide meal and/or rest periods and/or pay meal and/or rest period premium payment at the regular rate of pay in lieu of providing meal and/or rest periods, and failure to permit timely inspection/provision of employee records. Plaintiff is further entitled to attorneys' fees and costs pursuant to Labor Code §2699(k)(1), as well as all civil penalties, including, but not limited to:

1) Penalties under Code of Regulations, Title 8 §11050 in the amount of \$50 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

2) Penalties under Labor Code §558, in addition to and entirely independent and apart from other penalties provided under the Labor Code, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent

1 violation for each underpaid employee for each pay period for which the employee was
2 underpaid in addition to an amount sufficient to recover underpaid wages, with all wages
3 recovered pursuant to Labor Code §558 provided to the affected employees;

4 3) Penalties under Labor Code §226.3, in addition to and entirely independent and
5 apart from other penalties provided in the Labor Code, in the amount of \$250 for each aggrieved
6 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay
7 period for each subsequent violation;

8 4) Penalties under Labor Code §1174.5 for \$500 for each willfully failure to
9 maintain the records required by subdivision (c) of Section 1174 or accurate and complete
10 records required by subdivision (d) of Section 1174;

11 5) Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely
12 independent and apart from other penalties provided in the Labor Code and for Labor Code
13 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee
14 per pay period for each violation, or pursuant to Labor Code §2699(f)(2)(B) for \$200 for each
15 aggrieved employee per pay period for each violation.

16 35. Any and all additional civil penalties and sums as provided by the Labor Code
17 and/or other statutes.

18 36. Plaintiff seeks and is entitled to have 65% of all penalties obtained be allocated
19 to the LWDA and 35% to aggrieved employees.

20 37. Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and
21 costs pursuant to Labor Code §§2699(k)(1).

22 **IV. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays judgment as follows:

24 1. On behalf of all other aggrieved employees and the LWDA, for all civil penalties
25 authorized by LC §2699, including but not limited to:

26 a) For civil penalties per LC §226.3 in the amount of \$250 for each aggrieved
27 employee per pay period for each violation, and \$1,000 for each aggrieved
28 employee per pay period for each subsequent violation;

b) For civil penalties pursuant to LC §558 as follows:

i. For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

ii. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

c) For civil penalties per Code of Regulations, Title 8 §11050 in the amount of \$50 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

d) For civil penalties pursuant to LC §1174.5 for \$500 for each willfully failure to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174;

e) For civil Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, or pursuant to Labor Code §2699(f)(2)(B) for \$200 for each aggrieved employee per pay period for each violation, and;

2. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §2699(k)(1), and all other applicable law; and

///

///

///

///

///

1 3. For all such other and further relief that the Court may deem just and proper.

2
3 Dated: 2/4/26

THE MYERS LAW GROUP, A.P.C.

4
5 By: 
6 David P. Myers,
7 Jason Hatcher,
8 Cassandra A. Castro,
9 Andriana N. Bravo
10 Attorneys for Plaintiff and all others similarly
11 situated.

PROOF OF SERVICE

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730.

On February 5, 2026, I served the foregoing document described as **FIRST AMENDED COMPLAINT PAGA ACTION** by serving the interested parties in this action addressed as follows:

Alexandra Asterlin, Esq.
alexandra.asterlin@ogletree.com
George J. Theofanis, Esq.
george.theofanis@ogletree.com
**OGLEETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
400 Capitol Mall, Suite 2800
Sacramento, CA 95814

I am “readily familiar” with the firm’s practice of services of process. Under that practice, this document would be deposited:

____ (BY MAIL): with U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.

____ (BY UPS) Overnight Delivery with the envelope placed in or with a facility maintained by the overnight delivery carrier with fees paid for or provided for.

____ (BY PERSONAL SERVICE) I caused such envelope(s) to be personally served by messenger to the above addresses(s)

 X (BY ELECTRONIC SERVICE) I served the document(s) described above by emailing to the person(s) at the electronic address(es) listed above. I did not receive any electronic message or indication that the transmission was unsuccessful. My email address is ymedina@myerslawgroup.com

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed February 5, 2026 at Rancho Cucamonga, California.



Yvonne Medina