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Attorneys for Plaintiff MARICARMEN BAMFORD

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA BARBARA

MARICARMEN BAMFORD,

Plaintiff(s),

v.

SENIOR CARE SBC, LLC - HOME INSTEAD;
and DOES 1 through 100,

Defendant(s).

Case No. 26CV00861

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Overtime Owed
4. Wage Statement Penalties
5. Waiting Time Penalties
6. Violation of Unfair Competition Law
7. Private Attorneys General Act

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Maricarmen Bamford ("Plaintiff") is an adult resident of Ventura County, California, and was at all times relevant residing in Ventura County, California.
2. Defendant Senior Care SBC, LLC - Home Instead ("Defendant") is a California limited liability company with its principal place of business located in Santa Barbara County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein

1 occurred while they were acting within the course and scope of their employment.

2 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
3 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
4 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
5 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
6 informed and believes, and based on such information and belief alleges, that each of the fictitiously
7 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
8 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
9 and Doe Defendants are collectively referred to as “Defendants”.

10 **JURISDICTION AND VENUE**

11 4. This action is properly filed in Santa Barbara County because the acts and omissions that
12 give rise to Plaintiff’s claims took place in Santa Barbara County, and Defendants transact
13 substantial business in this County.

14 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
15 alleged herein occurred in Santa Barbara County, California and Plaintiff suffered damages from
16 such conduct within Santa Barbara County, California.

17 **FACTUAL ALLEGATIONS**

18 6. At all times relevant, Plaintiff was Defendants’ employee.

19 7. Plaintiff was employed by Defendants from approximately 2017 through July 2025.

20 8. Plaintiff’s job position was caregiver, and she was classified as a non-exempt employee.

21 9. Defendant’s corporate office is located at 101 West Anapamu Street, Unit C in Santa
22 Barbara.

23 10. Plaintiff worked 11-hour shifts three days per week.

24 11. During her employment, Plaintiff was paid hourly wages, receiving approximately \$20.50
25 per hour at the time her employment ended.

26 12. Plaintiff was paid weekly through direct deposit.

27 13. Plaintiff was required to clock in and out for work using an application on her phone.

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1 14. Defendants failed to provide Plaintiff with compliant meal breaks because throughout
2 Plaintiff's employment, Defendant failed to provide Plaintiff with any meal breaks during her 11-
3 hour shifts. Despite not being provided with compliant meal breaks, Defendant did not pay
4 premium pay for these missed breaks at Plaintiff's regular rate of pay.

5 15. Defendant denied Plaintiff both the first meal break required by the fifth hour and the second
6 meal break required for shifts over 10 hours.

7 16. Defendant failed to provide Plaintiff with compliant rest breaks because Defendant failed to
8 provide Plaintiff with any rest breaks during her shifts, despite her entitlement to approximately two
9 10-minute rest periods during each 11-hour shift. Despite not being provided with compliant rest
10 breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of
11 pay.

12 17. Defendants failed to pay Plaintiff all overtime owed because although Plaintiff regularly
13 worked over eight hours per day, Defendant failed to pay her overtime compensation for those
14 hours.

15 18. Defendant told Plaintiff that overtime pay was not required because she only worked three
16 days per week.

17 19. Defendants failed to provide Plaintiff with accurate wage statements because the wage
18 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
19 other things.

20 20. Plaintiff's employment terminated in or about July 2025.

21 21. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
22 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
23 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

24 **PAGA ALLEGATIONS**

25 22. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
26 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
27 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
28 action brought by an aggrieved employee on behalf of himself or herself and other current or former

employees pursuant to the procedures outlined in Labor Code section 2699.3.

23. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

24. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

25. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

26. On November 24, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

27. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

28. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to November 24, 2025, through final disposition of this action.”

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiff Against All Defendants

29. Plaintiff incorporates by reference the paragraphs above.

30. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a

1 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
2 without providing the employee with a second meal period of not less than 30 minutes”.

3 31. An employer provides compliant meal breaks to its employees “if it relieves its employees
4 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
5 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
6 1004, 1040 (2012)).

7 32. Not only must an employer affirmatively relieve its employees of all duty during their meal
8 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
9 (*Brinker*, supra).

10 33. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

11 34. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
12 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
13 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
14 11 Cal. 5th 858 (2021)).

15 35. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
16 break was missed.

17 36. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
18 penalties, attorney fees, and costs.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Provide Compliant Rest Periods**

21 **By Plaintiff Against All Defendants**

22 37. Plaintiff incorporates by reference the paragraphs above.

23 38. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
24 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
25 per four hours or major fraction thereof.

26 39. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
27 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
28 5th 257, 269 (2016)).

1 40. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

2 41. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
3 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
4 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
5 11 Cal. 5th 858 (2021)).

6 42. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
7 break was missed.

8 43. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
9 penalties, attorney fees, and costs.

10 **THIRD CAUSE OF ACTION**

11 **Failure to Pay All Overtime Owed**

12 **By Plaintiff Against All Defendants**

13 44. Plaintiff incorporates by reference the paragraphs above.

14 45. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday
15 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
16 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
17 one-half times the regular rate of pay for an employee."

18 46. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

19 47. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
20 interest, penalties, attorney fees, and costs.

21 **FOURTH CAUSE OF ACTION**

22 **Wage Statement Penalties**

23 **By Plaintiff Against All Defendants**

24 48. Plaintiff incorporates by reference the paragraphs above.

25 49. Labor Code section 226(a) requires employers to provide itemized wage statements to its
26 employees that identify accurate information regarding their compensation. Defendants, as a matter
27 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
28 statements to Plaintiff in violation of Labor Code section 226(a).

1 50. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
2 and incomplete.

3 51. Defendants knowingly and intentionally issued wage statements that were inaccurate and
4 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
5 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

6 52. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
7 costs.

8 **FIFTH CAUSE OF ACTION**

9 **Waiting Time Penalties**

10 **By Plaintiff Against All Defendants**

11 53. Plaintiff incorporates by reference the paragraphs above.

12 54. Labor Code sections 201 and 202 require that an employer provide an employee with all
13 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
14 employee's resignation.

15 55. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
16 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
17 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
18 thirty days.

19 56. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
20 conclusion of employment.

21 57. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
22 and costs.

23 **SIXTH CAUSE OF ACTION**

24 **Violation of Unfair Competition Law**

25 **By Plaintiff Against All Defendants**

26 58. Plaintiff incorporates by reference the paragraphs above.

27 59. Defendants' conduct described herein constitutes unfair competition.

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1 60. Specifically, Defendants have gained an unfair advantage over other similarly situated
2 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
3 owed.

4 61. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
5 wrongfully withheld wages.

6 62. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

7 **SEVENTH CAUSE OF ACTION**

8 **Private Attorneys General Act**

9 **By Plaintiff and the Aggrieved Employees Against All Defendants**

10 63. Plaintiff incorporates by reference the paragraphs above.

11 64. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
12 violation(s) of the Labor Code.

13 65. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

14 66. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
15 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
16 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

17 67. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
18 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
19 the penalties in Labor Code section 2699 apply.

20 68. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
21 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
22 sections 558, 1197.1, and 2699 apply.

23 69. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
24 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
25 and 2699 apply.

26 70. With respect to violations of Labor Code section 203 for failure to pay all wages due to
27 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
28 Labor Code section 2699 apply.

1 71. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
2 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
3 the manner alleged herein.

4 72. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
5 to Labor Code section 2699(g).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

8 First & Second Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code section 226.7
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Third Cause of Action

- 15 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
16 2. Interest
17 3. Attorneys' fees
18 4. Costs
19 5. Other relief the court deems proper

20 Fourth Cause of Action

- 21 1. Penalties pursuant to Labor Code section 226
22 2. Attorneys' fees
23 3. Costs
24 4. Other relief the court deems proper

25 Fifth Cause of Action

- 26 1. Penalties pursuant to Labor Code section 203
27 2. Attorneys' fees
28 3. Costs

1 4. Other relief the court deems proper

2 Sixth Cause of Action

3 1. Restitution of all wrongfully withheld wages

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Seventh Cause of Action

8 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

9 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
10 violate the California Labor Code in the manner alleged herein

11 3. Attorneys' fees

12 4. Costs

13 5. Other relief the court deems proper

14
15 DATED: February 6, 2026

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG

Attorney for Plaintiff

MARICARMEN BAMFORD

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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: February 6, 2026

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DANIEL GINZBURG
Attorney for Plaintiff
MARICARMEN BAMFORD