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Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MAGDALENA MAYORGA, an individual, on
behalf of Plaintiff, and on behalf of all persons
similarly situated,

Plaintiff,

v.

CRESTVIEW MANOR, INC., a California
Corporation; BEAR LAKE HOLDINGS, LLC,
a California Limited Liability Company; and
DOES 1-50, Inclusive,

Defendants.

Case No.: 26CU014645C

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES
FOR REQUIRED EXPENSES IN
VIOLATION OF CAL. LAB. CODE § 2802.
- 9) Civil Penalties Pursuant to Labor Code
§2699, *et seq.*, for violations of Labor Code §§
201, 201.3, 202, 203, 204 *et seq.*, 210, 218,
218.5, 218.6, 221, 226(a), 226(a)(8), 226.2,
226.3, 232, 246, 226.7, 227.3, 315, 510, 512,
558, 1102.5, 1174(d), 1174.5, 1194, 1197,

1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and 2804, and the California Code of Regulations

DEMAND FOR A JURY TRIAL

PLAINTIFF MAGDALENA MAYORGA (“PLAINTIFF”), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant CRESTVIEW MANOR, INC (“Defendant CRESTVIEW MANOR”) is a California Corporation that at all relevant times mentioned herein conducted substantial and regular business throughout California.

2. Defendant BEAR LAKE HOLDINGS, LLC (“Defendant BEAR LAKE HOLDINGS”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant CRESTVIEW MANOR, INC and Defendant BEAR LAKE HOLDINGS, LLC were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, PLAINTIFF performed work for respectively both DEFENDANTS, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

4. DEFENDANTS own and operate residential care and provide living services for adults in California, including in the County of San Diego, where PLAINTIFF worked.

5. PLAINTIFF was employed by DEFENDANTS in California from October 2024 to June 1, 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

1 6. PLAINTIFF reserves the right to seek leave to amend this complaint to add new
2 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
3 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

4 7. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
5 class, defined as all persons who are or previously were employed by Defendant CRESTVIEW
6 MANOR, INC and/or Defendant BEAR LAKE HOLDINGS, LLC in California and classified as
7 non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four
8 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court
9 (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA
10 CLASS members is under five million dollars (\$5,000,000.00).

11 8. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
12 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
13 CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to lawfully
14 compensate these employees. DEFENDANTS' uniform policy and practice alleged herein was an
15 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
16 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
17 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
18 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
19 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
20 past and current unlawful conduct, and all other appropriate legal and equitable relief.

21 9. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
23 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
24 pursuant to California Code of Civil Procedure Section 474. PLAINTIFF will seek leave to amend
25 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
26 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
27 information and belief alleges, that the DEFENDANTS named in this Complaint, including
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1 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
2 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

3 10. The agents, servants and/or employees of DEFENDANTS and each of them acting
4 on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the
5 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct
6 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
7 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS
8 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
9 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
10 DEFENDANTS' agents, servants and/or employees.

11 11. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
12 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
13 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
14 provision regulating hours and days of work in any order of the Industrial Welfare Commission
15 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
16 Section 558, at all relevant times.

17 12. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
18 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
19 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
20 employee a wage less than the minimum fixed by California state law, and as such, are subject to
21 civil penalties for each underpaid employee.

22 13. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
23 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
24 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

25 14. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
26 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
27 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
28 past and current unlawful conduct, and all other appropriate legal and equitable relief.

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1 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
2 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

3 **A. Meal Period Violations**

4 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
5 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
6 meaning the time during which an employee is subject to the control of an employer, including all
7 the time the employee is suffered or permitted to work. From time to time during the CLASS
8 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
9 without paying them for all the time they were under DEFENDANTS' control. Specifically,
10 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
11 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
12 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
13 forfeited minimum wage and overtime compensation by regularly working without their time being
14 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
15 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
16 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

17 19. From time to time during the CLASS PERIOD, as a result of their rigorous work
18 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
19 CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute off-duty
20 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
21 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
22 more than five (5) hours during some shifts without receiving a meal break. Further,
23 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
24 off-duty meal period for some workdays in which these employees are required by DEFENDANTS
25 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
26 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed "on-duty"
27 meal period exception. When they were provided with meal periods, PLAINTIFF and other
28 CALIFORNIA CLASS members were, from time to time, required to remain on duty and on call.

1 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
2 legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of their
3 rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other members
4 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
5 accordance with DEFENDANTS' strict corporate policy and practice.

6 **B. Rest Period Violations**

7 20. From time to time during the CLASS PERIOD, PLAINTIFF and other
8 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
9 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
10 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
12 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
13 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
14 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
15 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
16 members were, from time to time, required to remain on duty and/or on call. PLAINTIFF and other
17 CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a
18 result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and
19 other CALIFORNIA CLASS members were from time to time denied their proper rest periods by
20 DEFENDANTS and DEFENDANTS' managers.

21 **C. Unreimbursed Business Expenses**

22 21. DEFENDANTS as a matter of corporate policy, practice, and procedure,
23 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and
24 the other CALIFORNIA CLASS members for required business expenses incurred by PLAINTIFF
25 and other CALIFORNIA CLASS members in direct consequence of discharging their duties on
26 behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to
27 indemnify employees for all expenses incurred in the course and scope of their employment.
28 California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct consequence
2 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
3 even though unlawful, unless the employee, at the time of obeying the directions, believed them
4 to be unlawful.”

5 22. In the course of their employment, DEFENDANTS required PLAINTIFF and other
6 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
7 phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
8 CALIFORNIA CLASS members were required to use their personal cell phones, in order to
9 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
10 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones.
11 As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and other
12 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were
13 not limited to, costs related to the use of their personal cell phones, all on behalf of and for the
14 benefit of DEFENDANTS.

15 **D. Wage Statement Violations**

16 23. California Labor Code Section 226 required an employer to furnish its employees
17 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
18 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
19 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
20 name of the employee and only the last four digits of the employee’s Social Security number or an
21 employee identification number other than a Social Security number, (8) the name and address of
22 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
23 period and the corresponding number of hours worked at each hourly rate by the employee.

24 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other
25 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
26 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
27 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
28 wage statements which failed to show, among other things, all deductions, the total hours worked

1 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
2 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
3 periods.

4 25. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
6 California Labor Code Section 226.

7 26. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
8 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,
9 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
10 unintentional payroll error due to clerical or inadvertent mistake.

11 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

12 27. During the CLASS PERIOD, from time-to-time DEFENDANTS fail and continue
13 to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS for all hours
14 worked.

15 28. During the CLASS PERIOD, from time-to-time DEFENDANTS required
16 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
17 work. This resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work
18 while off-the-clock.

19 29. DEFENDANTS directed and directly benefited from the undercompensated off-the-
20 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

21 30. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
22 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
23 members.

24 31. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
25 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
26 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
27 wages earned and owed for all the work they performed.
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1 32. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
2 employees, subject to the requirements of the California Labor Code.

3 33. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
4 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
5 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
6 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
7 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

8 34. DEFENDANTS knew or should have known that PLAINTIFF'S and the other
9 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

10 35. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
11 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
12 for the time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to
13 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
14 accordance with applicable law is evidenced by DEFENDANTS' business records.

15 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
16 **Redeemed Sick Pay**

17 36. From time to time during the CLASS PERIOD, DEFENDANTS failed and
18 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
19 members for their overtime and double time hours worked, meal and rest period premiums, and
20 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
21 forfeited wages due to them for working overtime without compensation at the correct overtime
22 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
23 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at
24 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
25 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

26 37. State law provides that employees must be paid overtime at one-and-one-half times
27 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
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1 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
2 performance.

3 38. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
4 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
5 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
6 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
7 paid on an hourly basis with bonus compensation when the employees met the various performance
8 goals set by DEFENDANTS.

9 39. However, from time to time, when calculating the regular rate of pay in those pay
10 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
11 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
12 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
13 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
14 rather than just all non-overtime hours worked. Management and supervisors described the
15 incentive/bonus program to potential and new employees as part of the compensation package. As
16 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
17 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in
18 a systematic underpayment of overtime and double time compensation, meal and rest period
19 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
20 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
21 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
22 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
23 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
24 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
25 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
26 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
27 204.

1 40. In violation of the applicable sections of the California Labor Code and the
2 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
3 matter of company policy, practice, and procedure, intentionally and knowingly failed to
4 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
5 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
6 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
7 unfair advantage over competitors who complied with the law. To the extent equitable tolling
8 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS
9 PERIOD should be adjusted accordingly.

10 **G. Unlawful Deductions**

11 41. DEFENDANTS, from time-to-time, unlawfully deducted wages from
12 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanation and without
13 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
14 result, DEFENDANTS violated Labor Code Section 221.

15 **H. Timekeeping Manipulation**

16 42. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
17 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
18 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
19 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
20 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and
21 unilaterally alter the time recorded in DEFENDANTS’ timekeeping system for PLAINTIFF and
22 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
23 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
24 missed rest breaks.

25 43. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
26 time to time, forfeited time worked by working without their time being accurately recorded and
27 without compensation at the applicable pay rates.
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1 44. The mutability of the timekeeping system also allowed DEFENDANTS to alter
2 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
3 timekeeping system to create the appearance that PLAINTIFF and other members of the
4 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
5 were not provided an off-duty meal break at all times. This practice is a direct result of
6 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
7 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
8 breaks.

9 45. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
10 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
11 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and
12 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
13 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

14 **I. Unlawful Rounding Practices**

15 46. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
16 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
17 CALIFORNIA CLASS members for the actual time these employees worked each day, including
18 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
19 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
20 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
21 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system
22 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
23 employees for all their time worked, including the applicable overtime compensation for overtime
24 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
25 forfeited compensation for their time worked by working without their time being accurately
26 recorded and without compensation at the applicable overtime rates.

27 47. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
28 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time

1 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
2 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
3 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
4 duty meal break.

5 **J. Violations for Untimely Payment of Wages**

6 48. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
7 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
8 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
9 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
10 rest period premium wages within the permissible time period.

11 49. Pursuant to California Labor Code Section 201, "If an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
13 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
14 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
15 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
16 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS
17 members were, from time to time, not timely provided the wages earned and unpaid at the time of
18 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
19 and 202.

20 50. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
21 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
22 employment ended during the CLASS PERIOD.

23 **K. Sick Pay Violations**

24 51. California Labor Code Section 246(a)(1) mandates that "An employee who, on or
25 after July 1, 2015, works in California for the same employer for 30 or more days within a year
26 from the commencement of employment is entitled to paid sick days as specified in this section."
27 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
28 From time to time, DEFENDANTS failed to have a policy or practice in place to provide

1 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
2 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
3 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

4 52. California Labor Code Section 246(i) requires an employer to furnish its employees
5 with written wage statements setting forth the amount of paid sick leave available. From time to
6 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
7 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
8 paid sick leave available.

9 **CLASS ACTION ALLEGATIONS**

10 53. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
11 class defined as all persons who are or previously were employed by Defendant CRESTVIEW
12 MANOR, INC. and/or Defendant BEAR LAKE HOLDINGS, LLC in California and classified as
13 non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four
14 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court
15 (the “CLASS PERIOD”).

16 54. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
17 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
18 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
19 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
20 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
21 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and
22 expenses.

23 55. The members of the class are so numerous that joinder of all class members is
24 impractical.

25 56. Common questions of law and fact regarding DEFENDANTS’ conduct, including
26 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
27 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
28 regular rate of compensation for missed meal and rest period premiums, failure to provide legally

1 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
2 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
3 overtime, exist as to all members of the class and predominate over any questions affecting solely
4 any individual members of the class. Among the questions of law and fact common to the class are:

- 5 a. Whether DEFENDANTS maintained legally compliant meal period policies and
6 practices;
- 7 b. Whether DEFENDANTS maintained legally compliant rest period policies and
8 practices;
- 9 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
10 members accurate premium payments for missed meal and rest periods;
- 11 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
12 members accurate overtime wages;
- 13 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
14 members at least minimum wage for all hours worked;
- 15 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
16 CLASS members for required business expenses;
- 17 g. Whether DEFENDANTS issued legally compliant wage statements;
- 18 h. Whether DEFENDANTS committed an act of unfair competition by systematically
19 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
20 CLASS for all time worked;
- 21 i. Whether DEFENDANTS committed an act of unfair competition by systematically
22 failing to record all meal and rest breaks missed by PLAINTIFF and other
23 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
24 of this work, required employees to perform this work and permits or suffers to
25 permit this work;
- 26 j. Whether DEFENDANTS committed an act of unfair competition in violation of
27 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
28

1 failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS
2 with the legally required meal and rest periods.

3 57. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
4 result of DEFENDANTS' conduct and actions alleged herein.

5 58. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
6 PLAINTIFF has the same interests as the other members of the class.

7 59. PLAINTIFF will fairly and adequately represent and protect the interests of the
8 CALIFORNIA CLASS members.

9 60. PLAINTIFF retained able class counsel with extensive experience in class action
10 litigation.

11 61. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
12 interest of the other CALIFORNIA CLASS members.

13 62. There is a strong community of interest among PLAINTIFF and the members of the
14 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
15 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
16 sustained.

17 63. The questions of law and fact common to the CALIFORNIA CLASS members
18 predominate over any questions affecting only individual members, including legal and factual
19 issues relating to liability and damages.

20 64. A class action is superior to other available methods for the fair and efficient
21 adjudication of this controversy because joinder of all class members is impractical. Moreover,
22 since the damages suffered by individual members of the class may be relatively small, the expense
23 and burden of individual litigation makes it practically impossible for the members of the class
24 individually to redress the wrongs done to them. Without class certification and determination of
25 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
26 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

1 69. By the conduct alleged herein, DEFENDANTS have engaged and continue to
2 engage in business practices which violate California law, including but not limited to, the
3 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
4 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
5 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
6 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
7 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

8 70. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair
9 in that these practices violated public policy, were immoral, unethical, oppressively and
10 unscrupulous or substantially injurious to employees, and were without valid justification or utility
11 for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
12 California Business and Professions Code, including restitution of wages wrongfully withheld.

13 71. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
14 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
15 mandated meal and rest periods and the required amount of compensation for missed meal and rest
16 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
17 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
18 to the applicable California Labor Code and Industrial Welfare Commission requirements in
19 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
20 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
21 Code Section 17203, including restitution of wages wrongfully withheld.

22 72. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
23 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
24 other members of the CALIFORNIA CLASS to be underpaid during their employment with
25 DEFENDANTS.

26 73. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
27 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
28

1 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
2 required by California Labor Code Sections 226.7 and 512.

3 74. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
5 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
6 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
7 of work.

8 75. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
10 not timely provided as required by law.

11 76. By and through the unlawful and unfair business practices described herein,
12 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
13 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
14 have deprived them of valuable rights and benefits guaranteed by law and contract, all to the
15 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
16 to unfairly compete against competitors who comply with the law.

17 77. All the acts described herein as violations of, among other things, the Industrial
18 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
19 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
20 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
21 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

22 78. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
23 and do, seek such relief as may be necessary to restore to them the money and property which
24 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
25 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
26 business practices, including earned but unpaid wages for all time worked.

27 79. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
28 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and

1 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
2 any unlawful and unfair business practices in the future.

3 80. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
4 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
5 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
6 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
7 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
8 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
9 unlawful and unfair business practices.

10 **SECOND CAUSE OF ACTION**

11 **Failure To Pay Minimum Wages**

12 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

13 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

14 81. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
15 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
16 Complaint.

17 82. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
18 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
19 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
20 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

21 83. Pursuant to California Labor Code Section 204, other applicable laws and
22 regulations, and public policy, an employer must timely pay its employees for all hours worked.

23 84. California Labor Code Section 1197 provides the minimum wage for employees
24 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser
25 wage than the minimum so fixed is unlawful.

26 85. California Labor Code Section 1194 establishes an employee's right to recover
27 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
28 of suit.

1 86. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
2 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
3 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
4 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
5 CALIFORNIA CLASS.

6 87. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
8 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
9 members of the CALIFORNIA CLASS in regard to minimum wage pay.

10 88. In committing these violations of the California Labor Code, DEFENDANTS
11 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
12 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
13 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
14 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
15 and regulations.

16 89. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
17 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
18 minimum wage compensation for their time worked for DEFENDANTS.

19 90. During the CLASS PERIOD, PLAINTIFF and the other members of the
20 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
21 failure to pay all earned wages.

22 91. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
25 and will continue to suffer an economic injury in amounts which are presently unknown to them,
26 and which will be ascertained according to proof at trial.

27 92. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were under-compensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
3 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
5 their time worked.

6 93. In performing the acts and practices herein alleged in violation of California Labor
7 Laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 94. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
15 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
16 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
17 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
18 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
19 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
20 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
21 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
22 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
23 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
24 costs.

25 **THIRD CAUSE OF ACTION**

26 **Failure To Pay Overtime Compensation**

27 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

28 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

1 95. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
2 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
3 Complaint.

4 96. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
5 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
6 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
7 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
8 (12) hours in a workday, and/or forty (40) hours in any workweek.

9 97. Pursuant to California Labor Code Section 204, other applicable laws and
10 regulations, and public policy, an employer must timely pay its employees for all hours worked.

11 98. California Labor Code Section 510 provides that employees in California shall not
12 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
13 workweek unless they receive additional compensation beyond their regular wages in amounts
14 specified by law.

15 99. California Labor Code Section 1194 establishes an employee's right to recover
16 unpaid wages, including minimum and overtime compensation and interest thereon, together with
17 the costs of suit. California Labor Code Section 1198 further states that the employment of an
18 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

19 100. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
20 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
21 they worked, including overtime work.

22 101. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
23 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
24 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
25 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
26 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
27 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
28 forty (40) hours in any workweek.

1 102. In committing these violations of the California Labor Code, DEFENDANTS
2 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
3 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
4 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
5 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
6 regulations.

7 103. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
9 overtime compensation for their time worked for DEFENDANTS.

10 104. California Labor Code Section 515 sets out various categories of employees who are
11 exempt from the overtime requirements of the law. None of these exemptions are applicable to
12 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
13 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
14 agreement that would preclude the causes of action contained herein in this Complaint. Rather,
15 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
16 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
17 California.

18 105. During the CLASS PERIOD, PLAINTIFF and the other members of the
19 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
20 a failure to pay all earned wages.

21 106. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
22 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
23 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
24 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
25 regularly required to work, and did in fact work overtime as to which DEFENDANTS failed to
26 accurately record and pay as evidenced by DEFENDANTS' business records and witnessed by
27 employees.

1 107. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
2 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
3 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
4 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
5 unknown to them, and which will be ascertained according to proof at trial.

6 108. DEFENDANTS knew or should have known that PLAINTIFF and the other
7 members of the CALIFORNIA CLASS were undercompensated for their time worked.
8 DEFENDANTS systematically elected, either through intentional malfeasance or gross
9 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
10 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
11 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
12 worked.

13 109. In performing the acts and practices herein alleged in violation of California labor
14 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
15 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
16 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
17 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
18 consequences to them, and with the despicable intent of depriving them of their property and legal
19 rights, and otherwise causing them injury in order to increase company profits at the expense of
20 these employees.

21 110. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
22 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
23 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
24 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
25 owed to the CALIFORNIA CLASS members who have terminated their employment,
26 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
27 therefore these individuals are also entitled to waiting time penalties under California Labor Code
28 section 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was

1 willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
2 members are entitled to seek and recover statutory costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure To Provide Required Meal Periods**

5 **(Cal. Lab. Code §§ 226.7 & 512)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

7 111. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 112. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
11 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
12 required by the applicable Wage Order and Labor Code. The nature of the work performed by
13 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being
14 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
15 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not
16 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
17 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
18 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.
19 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with
20 a second off-duty meal period in some workdays in which these employees were required by
21 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of
22 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in
23 accordance with DEFENDANTS' strict corporate policy and practice.

24 113. DEFENDANTS further violated California Labor Code Section 226.7 and the
25 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
26 members who were not provided a meal period, in accordance with the applicable Wage Order, one
27 additional hour of compensation at each employee's regular rate of pay for each workday that a
28 meal period was not provided.

114. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

115. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

116. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

117. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest
2 period was not provided.

3 118. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
5 seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 119. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 120. California Labor Code Section 226 provides that an employer must furnish
14 employees with an "accurate itemized" statement in writing showing:

- 15 a. gross wages earned,
- 16 b. total hours worked by the employee, except for any employee whose compensation
17 is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
19 Commission,
- 20 c. the number of piece-rate units earned and any applicable piece rate if the employee
21 is paid on a piece-rate basis,
- 22 d. all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item,
- 24 e. net wages earned,
- 25 f. the inclusive dates of the period for which the employee is paid,
- 26 g. the name of the employee and his or her Social Security number, except that by
27 January 1, 2008, only the last four digits of his or her Social Security number or an
28

employee identification number other than Social Security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

121. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and rest break premiums, or did not pay for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

122. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

123. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 124. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 125. California Labor Code Section 200 provides that:

9 As used in this article:

10 (d) "Wages" includes all amounts for labor performed by employees of every
11 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, commission basis, or other method of calculation.

12 (e) "Labor" includes labor, work, or service whether rendered or performed under
13 contract, subcontract, partnership, station plan, or other agreement if the labor to
be paid for is performed personally by the person demanding payment.

14 126. California Labor Code Section 201 provides, in relevant part, that "If an employer
15 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
16 immediately."

17 127. California Labor Code Section 202 provides, in relevant part, that:

18 If an employee not having a written contract for a definite period quits his or her
employment, his or her wages shall become due and payable not later than 72 hours
19 thereafter, unless the employee has given 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
20 of quitting. Notwithstanding any other provision of law, an employee who quits without
providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
21 requests and designates a mailing address. The date of the mailing shall constitute the
date of payment for purposes of the requirement to provide payment within 72 hours
22 of the notice of quitting.

23 128. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
24 members' employment contract.

25 129. California Labor Code Section 203 provides:

26 If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
27 who quits, the wages of the employee shall continue as a penalty from the due date
thereof at the same rate until paid or until an action therefor is commenced; but the
28 wages shall not continue for more than 30 days.

130. The employment of PLAINTIFF and many CALIFORNIA CLASS members terminated, and DEFENDANTS have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

131. Therefore, as provided by California Labor Code Section 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Expenses

(Cal. Lab. Code § 2802)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

132. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

133. California Labor Code Section 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

134. From time to time during the CLASS PERIOD, DEFENDANTS violated California Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones, all on behalf of and for the benefit of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their personal cell phones, to execute their essential job duties on behalf of DEFENDANTS.

1 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
2 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
3 phones, within the course and scope of their employment for DEFENDANTS. These expenses
4 were necessary to complete their principal job duties. DEFENDANTS are estopped by
5 DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were
6 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,
7 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
8 members for these expenses as an employer is required to do under the laws and regulations of
9 California.

10 135. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
11 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
12 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
13 statutory rate and costs under California Labor Code Section 2802.

14 **NINTH CAUSE OF ACTION**

15 **For Violation of the Private Attorneys General Act**

16 **[Cal. Lab. Code §§ 2698 ET SEQ. ("PAGA")]**

17 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

18 136. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
19 though fully set forth herein.

20 137. PAGA is a mechanism by which the State of California itself can enforce state
21 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
22 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
23 fundamentally a law enforcement action designed to protect the public and not to benefit private
24 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
25 of "deputizing" citizens as private attorney generals to enforce the Labor Code. In enacting
26 PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved
27 employees, acting as private attorneys general to recover civil penalties for Labor Code
28

1 violations...“Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to
2 arbitration.

3 138. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
5 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
6 violation of the Labor Code may, as an alternative, be recovered through civil action brought by
7 an aggrieved employee on behalf of himself or herself and other current or former employees
8 pursuant to the procedures specified in Labor Code § 2699.3.

9 139. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
11 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
12 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
13 period in which Defendants violated these provisions of the Labor Code.

14 140. Defendants’ conduct violates numerous Wage Orders and Labor Code sections
15 including, but not limited to, the following:

- 16 a. Violation of Labor Code §§ 201, 202, 203, 204 *et seq.* 210, 218.5, 218.6, 218, 221,
17 224, 226(a), 226(a)(8), 226.3, 226.7, 227.3, 246 *et seq.*, 351, 510, 512, 558, 1174,
18 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1195.5, 2800, 2802, 2804,
19 2698 for failure to timely pay all earned wages (including minimum wage and
20 overtime wages) owed to Plaintiff and other aggrieved employees during
21 employment and upon separation of employment as herein alleged;
- 22 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
23 Plaintiff and other aggrieved employees failure to pay premium wages for missed
24 meal periods and herein alleged;
- 25 c. Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
26 other aggrieved employees and failure to pay premium wages for missed rest
27 periods as herein alleged;
- 28

- d. Violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. Violation of Labor Code § 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. Violation of Labor Code § 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees as herein alleged.

141. Plaintiff is an “AGGRIEVED EMPLOYEE” because she was employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interest of all the other AGGRIEVED EMPLOYEES.

142. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

143. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

144. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANTS to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members

of the CALIFORNIA CLASS; and

- d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to California Labor Code Sections 226.7, 512 and the applicable IWC Wage Order;
- d. 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 each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of California Labor Code Section 226;
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, in accordance with California Labor Code Section 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

- a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and

- 1 b. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
- 2 4. On all claims:
- 3 a. An award of interest, including prejudgment interest at the legal rate;
- 4 b. Such other and further relief as the Court deems just and equitable; and
- 5 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
- 6 including and pursuant to, but not limited to, California Labor Code Labor Code
- 7 §203, §204, §226, §1194, §2699 *et seq.*, and/or §2802.
- 8 d. For prejudgment and post judgment interest on each of the foregoing at the legal
- 9 rate from the date the obligation became due through the date of judgment in this
- 10 matter.
- 11 e. For any other relief that is just and proper.

12 DATED: March 13, 2026

13 **BARVIE LAW, APC**
14 By: Nicole Barvie
15 Nicole Barvie, Esq.
16 Attorney for PLAINTIFF

17 **DEMAND FOR A JURY TRIAL**

18 PLAINTIFF demands a jury trial on issues triable to a jury.

19 DATED: March 13, 2026

20 **BARVIE LAW, APC**
21 By: Nicole Barvie
22 Nicole Barvie, Esq.
23 Attorney for PLAINTIFF
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