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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

VINCENT BORDELON, an individual,
KRYSTAL BOLDS, an individual, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

AAHS SAN PABLO, LLC, a California limited
liability company, A AND A SENIOR LIVING
MANAGEMENT LLC, a California limited
liability company, AHS SHOTWELL
OPERATING LLC, a California limited
liability company, ALAMO HEALTH
MANAGEMENT, LLC, a Delaware limited
liability company, SUMMIT ASSISTED
LIVING OF TARZANA LLC, a California
limited liability company, MURRIETA
GARDENS LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No. C25-03379

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay All Minimum Wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197, 227.3);**
- 2. Failure to Pay All Overtime Wages (Labor Code §§ 204, 510, 1194 and 1198);**
- 3. Meal Period Violations (Labor Code §§ 226.7, 512, and 558);**
- 4. Rest Period Violations (Labor Code §§ 226.7, 516, and 558);**
- 5. Wage Statement Violations (Labor Code § 226 *et seq.*);**
- 6. Waiting Time Penalties (Labor Code §§ 201-203);**
- 7. Failure to Reimburse Employees for Necessary Business Expenses (Labor Code §§ 2802 and 2804);**
- 8. Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and**
- 9. Civil Penalties and Public Injunctive Relief under the Private Attorneys General Act (Labor Code § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
REQUEST FOR PUBLIC INJUNCTIVE
RELIEF**

1 Plaintiffs Vincent Bordelon (“Bordelon”) and Krystal Bolds (“Bolds,” and collectively with
2 Bordelon, “Plaintiffs”), individually and on behalf of all others similarly situated, hereby bring this
3 First Amended Class and Representative Action Complaint (“Complaint”) against Defendants
4 AAHS SAN PABLO, LLC, a California limited liability company, A AND A SENIOR LIVING
5 MANAGEMENT LLC, a California limited liability company, AHS SHOTWELL OPERATING
6 LLC, a California limited liability company, ALAMO HEALTH MANAGEMENT, LLC, a
7 Delaware limited liability company, SUMMIT ASSISTED LIVING OF TARZANA LLC, a
8 California limited liability company, MURRIETA GARDENS LLC California, and DOES 1
9 through 100, inclusive (collectively, “Defendants”), and on information and belief, allege as
10 follows:

11 **STATEMENT OF THE CASE**

12 1. This proposed class and representative action, brought pursuant to California Code
13 of Civil Procedure § 382, seeks unpaid minimum and overtime wages, meal and rest period premium
14 pay, statutory penalties, liquidated damages, interest, reasonable attorneys’ fees, and costs.
15 Plaintiff’s action is brought under California Labor Code §§ 201-204, 206, 210, 221, 223, 224, 226,
16 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
17 2698 *et seq.*, 2800, 2802, 2804, and 2810.3, California Business & Professions Code §§ 17200 *et*
18 *seq.*, and the Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”), in addition to
19 seeking declaratory relief and restitution.

20 **JURISDICTION AND VENUE**

21 2. This Court has jurisdiction over Defendants because, upon information and belief,
22 Defendants are citizens of California, Defendants have sufficient minimum contacts in California,
23 or otherwise intentionally avail themselves to the California market so as to render the exercise of
24 jurisdiction over them by the California courts consistent with the traditional notions of fair play
25 and substantial justice.

26 3. Venue in this County is proper under California Business & Professions Code §
27 17203 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants’
28 unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants

1 conduct substantial business in this County, and/or Defendants' liability arose in this County.

2
3 **THE PARTIES**

4 4. Plaintiff Bordelon is an individual over the age of eighteen (18). At all relevant times
5 herein, Plaintiff Bordelon was, and currently is, a resident of California. Within the statute of
6 limitations periods applicable to each cause of action pled herein, Plaintiff Bordelon was employed
7 by Defendants as a non-exempt employee. Plaintiff Bordelon was, and is, a victim of Defendants'
8 policies and/or practices complained of herein, lost money and/or property, and has been deprived
9 of the rights guaranteed to him by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558,
10 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, Business & Professions Code § 17200
11 *et seq.*, and Wage Order 5, which sets employment standards for the public housekeeping industry.

12 5. Plaintiff Bolds is an individual over the age of eighteen (18). At all relevant times
13 herein, Plaintiff Bolds was, and currently is, a resident of California. Within the statute of limitations
14 periods applicable to each cause of action pled herein, Plaintiff Bolds was employed by Defendants
15 as a non-exempt employee. Plaintiff Bolds was, and is, a victim of Defendants' policies and/or
16 practices complained of herein, lost money and/or property, and has been deprived of the rights
17 guaranteed to her by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194,
18 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, Business & Professions Code § 17200 *et seq.*, and
19 Wage Order 5, which sets employment standards for the public housekeeping industry.

20 6. Defendant AAHS SAN PABLO, LLC, is a California limited liability company, with
21 its principal place of business located at 13956 San Pablo Ave., San Pablo, CA 94806. Plaintiffs are
22 informed and believe, and based thereon allege, that during the time period relevant to this action,
23 Defendants did (and do) business by owning and operating adult residential care facilities.

24 7. Defendant A AND A SENIOR LIVING MANAGEMENT LLC, is a California
25 limited liability company, with its principal place of business located at 3201 Danville Boulevard,
26 Suite 265, Alamo, CA 94507. Plaintiffs are informed and believe, and based thereon allege, that
27 during the time period relevant to this action, Defendants did (and do) business by owning and
28 operating adult residential facilities.

1 8. Defendant AHS SHOTWELL OPERATING LLC, is a California limited liability
2 company, with its principal place of business located at 658-666 Shotwell Street, San Francisco, CA
3 94110. Plaintiffs are informed and believe, and based thereon allege, that during the time period
4 relevant to this action, Defendants did (and do) business by owning and operating adult residential
5 facilities.

6 9. Defendant ALAMO HEALTH MANAGEMENT, LLC, is a Delaware limited
7 liability company, with its principal place of business located at 3201 Danville Boulevard, Suite
8 265, Alamo, CA 94507. Plaintiffs are informed and believe, and based thereon allege, that during
9 the time period relevant to this action, Defendants did (and do) business by owning and operating
10 adult residential facilities.

11 10. Defendant SUMMIT ASSISTED LIVING OF TARZANA LLC, is a California
12 limited liability company, with its principal place of business located at 5700 Reseda Blvd., Tarzana,
13 CA 91356. Plaintiffs are informed and believe, and based thereon allege, that during the time period
14 relevant to this action, Defendants did (and do) business by owning and operating adult residential
15 facilities.

16 11. Defendant MURRIETA GARDENS LLC, is a California limited liability company,
17 with its principal place of business located at 24200 Monroe Avenue, Murrieta, CA 92562. Plaintiffs
18 are informed and believe, and based thereon allege, that during the time period relevant to this
19 action, Defendants did (and do) business by owning and operating adult residential facilities.

20 12. Plaintiffs are informed and believe, and based thereon allege, that at all times
21 mentioned herein, Defendants were licensed to do business in California and were the employers of
22 Plaintiffs and of the members of the Classes (as defined below).

23 13. Plaintiffs do not know the true names, capacities, relationships, and/or the extent of
24 participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
25 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
26 fictitious names. Plaintiffs pray for leave to amend this Complaint when their true names and
27 capacities are known. Plaintiffs are informed and believe, and based thereon allege, that each
28 fictitiously named Defendant is and was responsible in some way for the alleged wage-and-hour

violations and other wrongful conduct that subjected Plaintiffs and the Classes, as defined below, to the illegal employment practices, wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

14. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

15. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the Classes (as defined below).

GENERAL ALLEGATIONS

16. Defendants own and operate adult residential care facilities.

17. Plaintiff Bordelon worked at Defendants' adult residential care facility located at 13956 San Pablo Ave., San Pablo, CA 94806, in the non-exempt position of "Life Skills Specialist" (or other similarly titled position) from approximately September 2024 through August 5, 2025. Plaintiff Bordelon's primary job duties included planning, organizing, and leading daily or community-based activities (such as off-site field trips) for patients designed to promote independence and life skills, teaching residents personal hygiene, grooming, and social skills, and assisting residents in learning practical tasks such as grocery shopping, budgeting, and meal planning. Defendants paid Plaintiff Bordelon \$45/hour.

18. Plaintiff Bolds worked at Defendants' adult residential care facility located at 13956 San Pablo Ave., San Pablo, CA 94806, in the non-exempt position of "Med Technician" (or other similarly titled position) from approximately September 2024 through August 5, 2025. Plaintiff

1 Bolds' primary job duties included administering medications and monitoring patients, assisting
2 with patients' daily needs and behaviors, preparing and maintaining reports, communicating with
3 emergency personnel as necessary regarding safety incidents, addressing hygiene and health-related
4 issues, and otherwise providing direct care to patients. Defendants paid Plaintiff Bolds \$28/hour.

5 19. Defendants' practices and policies deprived Plaintiffs and other non-exempt
6 employees of minimum and overtime wages. Defendants required Plaintiffs and other non-exempt
7 employees to provide their own equipment and tools necessary to perform their job duties, but failed
8 to pay Plaintiffs and other non-exempt employees at least two times the minimum wage in violation
9 of Wage Order 5, § 9(B). Specifically, Defendants required Plaintiff Bolds to use her own tools and
10 equipment, *e.g.*, flashlights and personal protective equipment, to perform her job duties, but only
11 paid her \$28/hour. Furthermore, Defendants failed to provide Plaintiff Bolds and other non-exempt
12 employees with personal protective equipment despite rampant ongoing health and safety issues,
13 such as bedbugs and patients with lice. Thus, for at least a portion of the relevant time period,
14 Defendants underpaid Plaintiff and other non-exempt employees by at least \$4/hour. Defendants
15 also required Plaintiffs and other non-exempt employees to complete work-related tasks off the
16 clock, such as administering medications, writing reports, communicating with first responders and
17 other emergency services personnel, tending to patients, communicating with Defendants'
18 management and supervisors, working through meal periods and/or rest breaks as a result of work
19 demands, and closing/end-of-shift duties (such as cleaning up, dispensing last-minute medications,
20 redirecting patients who were on the wrong floor, report write ups, etc.). On occasions when
21 Plaintiffs missed a meal period or received a late or short meal period, Defendants altered Plaintiffs'
22 time records, or demanded that Plaintiffs alter their own time records, to adjust the time entry to
23 falsely reflect a compliant meal period even though Defendants did not provide a compliant meal
24 period. Due to Defendants' timekeeping policies/practices that fail to compensate for all hours
25 worked, Plaintiffs and other non-exempt employees were not compensated for all required minimum
26 and overtime wages. Moreover, Defendants failed to pay Plaintiffs and other non-exempt employees
27 all accrued, unused paid time off/vacation time at termination. Upon information and belief,
28 Defendants also failed to include all non-discretionary incentive payments and shift premiums paid

1 to Plaintiffs and other non-exempt employees in the regular rate of pay for the purposes of
2 calculating Plaintiff and other non-exempt employees' overtime pay. *Ferra v. Loews Hollywood*
3 *Hotel, LLC* (2021) 11 Cal.5th 858, 878 (holding that "the term 'regular rate of compensation' in
4 section 226.7(c) has the same meaning as 'regular rate of pay' in section 510(a) and encompasses
5 not only hourly wages but all nondiscretionary payments for work performed by the employee.").

6 20. Defendants failed to provide Plaintiffs and other non-exempt employees with all
7 legally compliant meal periods due to Defendants' meal period policies/practices, which have
8 resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or
9 missed meal periods. Specifically, Plaintiffs and other non-exempt employees would frequently
10 miss their meal periods due to work demands and understaffing. In addition, on those occasions
11 when Plaintiffs and other non-exempt employees were able to take a meal period, Plaintiffs and
12 other non-exempt employees were unable to commence their meal periods until after the completion
13 of five hours of work due to work demands and understaffing. Plaintiffs' meal periods were also cut
14 short as Plaintiff and other non-exempt employees were regularly interrupted with emergent work
15 issues and expected to respond during their meal periods. As noted above, Defendants had a
16 policy/practice of editing/altering Plaintiffs' time entries to make it appear as though Plaintiffs
17 received compliant meal periods notwithstanding the fact that Plaintiffs often were prevented from
18 taking a timely, full 30-minute uninterrupted meal period. Further, on occasions when Plaintiffs and
19 other non-exempt employees were provided meal periods, Defendants required Plaintiffs and other
20 non-exempt employees to keep a cellular phone or radio on their person to communicate with their
21 supervisors at all times, in violation of *Augustus v. ABM Security Svcs., Inc.* (2016) 2 Cal.5th 257.
22 *Id.*, at 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready,
23 **tethered by time and policy to particular . . . communications devices**, with the requirement to
24 relieve employees of all work duties and employer control during 10-minute rest periods.") (emph.
25 added). As such, Defendants failed to relinquish control over how Plaintiffs and other non-exempt
26 employees spent their meal periods. As a result of Defendants' meal period practices and policies,
27 Plaintiffs and other non-exempt employees were not provided with all lawful meal periods to which
28 they were entitled. Upon information and belief, Defendants also failed to include all non-

1 discretionary incentive payments and shift premiums paid to Plaintiffs and other non-exempt
2 employees in the regular rate of pay for the purposes of calculating Plaintiffs' and other non-exempt
3 employees' meal period premium pay. On occasions when Plaintiffs and other non-exempt
4 employees were not provided with all lawful meal periods to which they were entitled, Defendants
5 failed to pay Plaintiffs and other non-exempt employees an additional hour of premium pay at the
6 regular rate of pay for each workday in which a meal period violation occurred, as required by Labor
7 Code § 226.7.

8 21. Plaintiffs and other non-exempt employees were not authorized and permitted to take
9 a duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to
10 Defendants' rest period policies/practices. Specifically, Defendants did not authorize and permit any
11 duty-free rest periods regardless of shift length. Further, even if Plaintiffs and other non-exempt
12 employees were ever able to take a rest period, which Plaintiffs allege they were not, Defendants
13 required Plaintiffs and other non-exempt employees to carry and be responsive to their cellular
14 phones or radios at all times while on duty in violation of *Augustus*. See *Augustus*, 2 Cal.5th at 269
15 (“[O]ne cannot square the practice of compelling employees to remain at the ready, **tethered by**
16 **time and policy to particular . . . communications devices**, with the requirement to relieve
17 employees of all work duties and employer control during 10-minute rest periods.”) (emph. added).
18 Moreover, during meetings, Defendants' supervisor told Plaintiff that because Plaintiff and other
19 non-exempt employee were on company time during rest periods, they had to do whatever
20 management and supervisors told them to do. As such, Defendants failed to relinquish control over
21 how Plaintiffs and other non-exempt employees spent their rest periods. As a result of Defendants'
22 meal period practices and policies, Plaintiffs and other non-exempt employees were not provided
23 with all lawful rest periods to which they were entitled. Upon information and belief, Defendants
24 also failed to include all non-discretionary incentive payments and shift premiums paid to Plaintiffs
25 and other non-exempt employees in the regular rate of pay for the purposes of calculating Plaintiffs
26 and other non-exempt employees' rest period premium pay. On occasions when Plaintiffs and other
27 non-exempt employees were not provided with all lawful rest periods to which they were entitled,
28 Defendants failed to pay Plaintiffs and other non-exempt employees an additional hour of premium

1 pay at the regular rate of pay for each workday in which a rest period violation occurred, as required
2 by Labor Code § 226.7. Upon information and belief, for at least a portion of the relevant time
3 period, Defendants failed to maintain any pay code or other mechanism for the payment of rest
4 period premiums when they failed to authorize and permit Plaintiffs with legally compliant rest
5 periods.

6 22. Defendants also required Plaintiffs and other non-exempt employees to provide their
7 own supplies necessary to perform their job duties without reimbursing them for these necessary
8 business expenses. Specifically, Defendants required Plaintiff and other non-exempt employees to
9 use their personal cell phones to clock in and out for their shifts, to use certain applications for work
10 activities, and communicate throughout the day with supervisors about their work duties.
11 Additionally, Defendants required Plaintiffs and other non-exempt employees to purchase tools
12 necessary for their jobs, including, but not limited to, flashlights, radios, and other tools. Upon
13 information and belief, Defendants never reimbursed Plaintiffs and other non-exempt employees for
14 a reasonable portion of their cellular phone expenses or the full cost of the tools necessary to perform
15 their jobs, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137,
16 and Labor Code § 2802.

17 23. As a result of Defendants' failure to pay minimum wages, overtime wages, and meal
18 and rest period premium wages owed, Defendants also maintained inaccurate payroll records and
19 issued inaccurate wage statements to Plaintiffs and other non-exempt employees.

20 **CLASS ACTION ALLEGATIONS**

21 24. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
22 following Classes pursuant to Code of Civil Procedure § 382:

23 a. The Minimum Wage Class consists of all Defendants' current and former
24 non-exempt employees in California who were subject to Defendants' timekeeping policies and/or
25 practices for non-exempt employees, during the four years immediately preceding the filing of this
26 action through the present.

27 b. The Vacation Pay Class consists of all Defendants' current and former
28 employees, including exempt, non-exempt, and/or misclassified employees, in California who

1 accrued vacation and/or paid time off during their employment and who, upon separation of
2 employment, were not paid all accrued but unused vacation or paid time off wages during the four
3 years immediately preceding the filing of this action through the present.

4 c. The Overtime Class consists of all Defendants' current and former non-
5 exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per
6 workweek and were subject to Defendants' timekeeping policies and/or practices for non-exempt
7 employees, during the four years immediately preceding the filing of this action through the present.

8 d. The Meal Period Class consists of all Defendants' current and former non-
9 exempt employees in California who worked at least one shift in excess of 5.0 hours during the four
10 years immediately preceding the filing of this action through the present.

11 e. The Rest Period Class consists of all Defendants' current and former non-
12 exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four
13 years immediately preceding the filing of this action through the present.

14 f. The Waiting Time Class consists of all members of the Minimum Wage
15 Class, Vacation Pay Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who
16 separated their employment with Defendants during the three years immediately preceding the filing
17 of this action through the present.

18 g. The Reimbursement Class consists of all Defendants' current and former
19 non-exempt employees in California who were who were subject to Defendants' reimbursement
20 policies/practices, during the four years immediately preceding the filing of this action through the
21 present.

22 h. The Wage Statement Class consists of: (i) all members of the Minimum Wage
23 Class, Vacation Pay Class, Overtime Class, Meal Period Class, and/or Rest Period Class; and/or (ii)
24 all of Defendants' current and former non-exempt employees in California who were paid in cash
25 for work performed, who received a wage statement from Defendants during the one year
26 immediately preceding the filing of this action through the present.

27 25. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
28 joinder of all members would be unfeasible and not practicable. The membership of the Classes is

1 unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number
2 greater than one hundred (100) individuals. The identity of such membership is readily ascertainable
3 via inspection of Defendants' employment records.

4 26. **Common Questions of Law and Fact Predominate/Well Defined Community of**
5 **Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated
6 non-exempt employees, which predominate over questions affecting only individual members
7 including, without limitation to:

8 a. Whether Defendants paid all minimum wages owed for all hours worked to
9 members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

10 b. Whether Defendants violated the applicable Labor Code provisions,
11 including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to
12 perform overtime work and not paying for said work in accordance with the overtime laws of the
13 State of California;

14 c. Whether Defendants' timekeeping policies/practices resulted in the failure to
15 properly compensate members of the Minimum Wage Class and/or Overtime Class;

16 d. Whether Defendants failed to pay all accrued but unused vacation and/or paid
17 time off wages to members of the Vacation Pay Class upon separation of employment, in violation
18 of Labor Code § 227.3;

19 e. Whether Defendants provided all legally compliant meal periods to members
20 of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

21 f. Whether Defendants authorized and permitted all lawful rest periods to
22 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

23 g. Whether Defendants correctly paid meal and/or rest period premium
24 payments for non-compliant meal and/or rest periods pursuant to Labor Code §§ 226.7;

25 h. Whether Defendants paid all wages/compensation due upon separation to
26 members of the Waiting Time Class as required under California law;

27 i. Whether Defendants failed to reimburse members of the Reimbursement
28 Class for all necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804; and

1 j. Whether Defendants furnished legally compliant wage statements to
2 members of the Wage Statement Class pursuant to Labor Code § 226.

3 27. **Predominance of Common Questions:** Common questions of law and fact
4 predominate over questions that affect only individual members of the Classes. The common
5 questions of law set forth above are numerous and substantial and stem from Defendants' policies
6 and/or practices applicable to each individual class member, such as Defendants' uniform timeclock
7 policies/practices, meal and rest period policies/practices, and reimbursement policies/practices. As
8 such, common questions predominate over individual questions concerning each individual class
9 member's showing as to their eligibility for recovery or as to the amount of their damages.

10 28. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
11 Plaintiffs were employed by Defendants as a non-exempt employee in California during the
12 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
13 herein, Plaintiffs, like the members of the Classes, were deprived of all minimum and overtime
14 wages owed, were not provided all required meal periods, were not authorized and permitted to take
15 all required rest periods, did not receive meal and rest period premium wages at their regular rate of
16 pay for missed or non-compliant meal and rest periods, were not reimbursed for all necessary
17 business expenses, and was not provided with accurate, itemized wage statements.

18 29. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps
19 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs'
20 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
21 and Plaintiff. Plaintiffs' attorneys have litigated numerous wage-and-hour class actions in the past
22 and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23 30. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
24 important public interest in establishing minimum working conditions and standards in California.
25 These laws and labor standards protect the average working employee from exploitation by
26 employers who have the responsibility to follow the laws and who may seek to take advantage of
27 superior economic and bargaining power in setting onerous terms and conditions of employment.
28 The nature of this action and the format of laws available to Plaintiffs and members of the Classes

1 make the class action format a particularly efficient and appropriate procedure to redress the
2 violations alleged herein. If each employee were required to file an individual lawsuit, Defendants
3 would necessarily gain an unconscionable advantage since they would be able to exploit and
4 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and
5 legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy
6 would also discourage the assertion of lawful claims by employees who would be disinclined to file
7 an action against their former and/or current employer for real and justifiable fear of retaliation and
8 permanent damage to their careers at subsequent employment. Further, the prosecution of separate
9 actions by the individual class members, even if possible, would create a substantial risk of
10 inconsistent or varying verdicts or adjudications with respect to the individual class members against
11 Defendants herein; and which would establish potentially incompatible standards of conduct for
12 Defendants; and/or legal determinations with respect to individual class members which would, as
13 a practical matter, be dispositive of the interest of the other class members not parties to
14 adjudications or which would substantially impair or impede the ability of the class members to
15 protect their interests. Further, the claims of the individual members of the Classes are not
16 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs
17 and expenses attending thereto. As such, the Classes identified herein are maintainable as a Class
18 under Code of Civil Procedure § 382.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY ALL MINIMUM WAGES**

21 **(Against all Defendants)**

22 31. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

23 32. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
24 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
25 Labor Code § 227.3 establishes the right of employees to be paid all vested vacation or paid time
26 off wages upon separation. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who
27 has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the
28 unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an

1 amount equal to the unpaid wages and interest accrued thereon.

2 33. At all relevant times herein, Defendants failed to conform their pay practices to the
3 requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for
4 all hours worked including, but not limited to, all hours they were subject to the control of
5 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
6 Order 5.

7 34. At all relevant times herein, Defendants failed to pay Plaintiffs and other members
8 of the Vacation Pay Class all accrued but unused vacation or paid-time-off wages upon termination,
9 thereby further failing to pay all wages owed under California law.

10 35. California Labor Code § 1198 makes unlawful the employment of an employee under
11 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an
12 employer who has failed to pay its employees the legal minimum wage is liable to pay those
13 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
14 to the wages due and interest thereon.

15 36. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
16 Plaintiffs and the Minimum Wage Class have sustained economic damages including, but not
17 limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to
18 recover economic and statutory damages and penalties and other appropriate relief as a result of
19 Defendants' violations of the California Labor Code and Wage Order 5.

20 37. The foregoing practices and policies are unlawful and create an entitlement to
21 recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the unpaid
22 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
23 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
24 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

25 38. Plaintiffs are informed, believe, and thereon allege that Defendants, through their
26 conduct described herein, have committed an "intentional theft of wages in an amount greater than
27 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
28 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period"

1 within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally
2 deprived the Minimum Wage Class of wages by unlawful means with the knowledge that the wages
3 are due to the Minimum Wage Class under the law. Thus, Plaintiffs and members of the Minimum
4 Wage Class are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant
5 to California Penal Code § 496(c).

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY ALL OVERTIME WAGES**

8 **(Against all Defendants)**

9 39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

10 40. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198,
11 which provide that non-exempt employees are entitled to all overtime wages and compensation for
12 all overtime hours worked and provide a private right of action for the failure to pay all overtime
13 compensation for overtime work performed.

14 41. At all times relevant herein, Defendants were required to properly compensate non-
15 exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours
16 worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires
17 an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay"
18 for work in excess of 8 hours per workday or in excess of 40 hours of work in the workweek. In
19 addition, Wage Order 5, § 3 requires employers to pay employees double their regular rate of pay
20 for all hours worked in excess of twelve (12) in a single workday and for all hours worked in excess
21 of eight (8) on the seventh consecutive day of work in a workweek.

22 42. Defendants caused Plaintiffs and other members of the Overtime Class to work
23 overtime hours but did not compensate Plaintiffs or members of the Overtime Class with one and
24 one-half times their regular rate of pay for such hours. Further, Defendants caused Plaintiffs and
25 other members of the Overtime Class to work double-time hours, but did not compensate Plaintiffs
26 or other members of the Overtime Class with double their regular rate of pay for all hours worked
27 in excess of twelve (12) in a single workday and for all hours worked in excess of eight (8) on the
28 seventh consecutive day of work in a workweek.

1 43. On information and belief, Defendants failed to correctly calculate the regular rate
2 of pay used to determine overtime and double-time compensation. Specifically, Defendants failed
3 to include in the regular rate all forms of incentive payments or shift premiums paid to employees.
4 By excluding these non-discretionary payments from the regular rate, Defendants underpaid
5 Plaintiffs and members of the Overtime Class for overtime and double-time hours worked in
6 violation of Labor Code §§ 510, 1194, and 1198 and Wage Order 5, § 3.

7 44. The foregoing policies and practices are unlawful and create an entitlement to
8 recovery by Plaintiffs and members of the Overtime Class in a civil action for the unpaid amount of
9 overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs
10 of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of
11 Civil Procedure § 1021.5.

12 45. Plaintiffs are informed, believe, and thereon allege that Defendants, through their
13 conduct described herein, have committed an "intentional theft of wages in an amount greater than
14 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
15 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period"
16 within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally
17 deprived the Overtime Class of wages by unlawful means with the knowledge that the wages are
18 due to the Overtime Class under the law. Thus, Plaintiffs and members of the Overtime Class are
19 entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California
20 Penal Code § 496(c).

21 **THIRD CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(Against all Defendants)**

24 46. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

25 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
26 in their affirmative obligation to provide all of their non-exempt employees in California, including
27 Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in
28 accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite

1 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members
2 of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor
3 Code §§ 204, 210, 226.7, and 512.

4 48. As a result, Defendants are responsible for paying premium compensation for meal
5 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 5, including interest
6 thereon, statutory penalties, civil penalties, and costs of suit.

7 49. Plaintiffs are informed, believe, and thereon allege that Defendants, through their
8 conduct described herein, have committed an "intentional theft of wages in an amount greater than
9 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
10 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period"
11 within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally
12 deprived the Meal Period Class of wages by unlawful means with the knowledge that the wages are
13 due to the Meal Period Class under the law. Thus, Plaintiff and members of the Meal Period Class
14 are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California
15 Penal Code § 496(c).

16 **FOURTH CAUSE OF ACTION**

17 **REST PERIOD VIOLATIONS**

18 **(Against all Defendants)**

19 50. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

20 51. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of
21 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period
22 worked, or major fraction thereof.

23 52. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members
24 of the Rest Period Class to take all required rest periods.

25 53. The foregoing violations create an entitlement to recovery by Plaintiffs and members
26 of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing,
27 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
28 Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

1 54. Plaintiffs are informed, believe, and thereon allege that Defendants, through their
2 conduct described herein, have committed an “intentional theft of wages in an amount greater than
3 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
4 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period”
5 within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally
6 deprived the Rest Period Class of wages by unlawful means with the knowledge that the wages are
7 due to the Rest Period Class under the law. Thus, Plaintiffs and members of the Rest Period Class
8 are entitled to treble damages and costs, including reasonable attorneys’ fees, pursuant to California
9 Penal Code § 496(c).

10 **FIFTH CAUSE OF ACTION**
11 **WAGE STATEMENT VIOLATIONS**
12 **(Against all Defendants)**

13 55. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

14 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
16 and members of the Wage Statement Class with accurate and complete, itemized wage statements
17 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
18 and corresponding number of hours worked, total net wages earned, and the correct name of the
19 legal entity that is the employer in violation of Labor Code §§ 226 *et seq.*

20 57. Defendants’ failure to furnish Plaintiffs and members of the Wage Statement Class
21 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
22 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
23 premium wages owed, and deprived them of the information necessary to identify the discrepancies
24 in Defendants’ reported data.

25 58. Defendants’ failures create an entitlement to recovery by Plaintiffs and members of
26 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code
27 §§ 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys’ fees, and costs of
28 suit according to California Labor Code §§ 226 *et seq.*

1 **SIXTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Against all Defendants)**

4 59. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 60. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
6 an employer to pay all wages earned immediately at the time of separation of employment in the
7 event the employer discharges the employee, or if the employee provides at least 72 hours of notice
8 of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to
9 quit, said employee's wages become due and payable no later than 72 hours upon said employee's
10 last date of employment.

11 61. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
12 to timely pay Plaintiff and members of the Waiting Time Class and the Vacation Pay Class all final
13 wages due to them at the time of their separation, which includes, among other things, underpaid
14 minimum and overtime wages, unused accrued vacation, and meal and rest period premium wages.
15 Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform
16 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class and the
17 Vacation Pay Class all earned wages at the end of employment in a timely manner pursuant to Labor
18 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor
19 Code § 203.

20 62. Defendants' willful failure to timely pay Plaintiff and members of the Waiting Time
21 Class and the Vacation Pay Class their earned wages upon separation from employment, results in
22 a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore,
23 Plaintiffs and members of the Waiting Time Class and the Vacation Pay Class are entitled to
24 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENSES**

27 **(Against all Defendants)**

28 63. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

1 64. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
2 states that “[a]n employer shall indemnify his or her employees for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
4 or her obedience to the directions of the employer”

5 65. At all times relevant herein, Defendants were subject to Labor Code § 2804, which
6 states that “[a]ny contract or agreement, express or implied, made by any employee to waive the
7 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
8 employee or his personal representative of any right or remedy to which he is entitled under the laws
9 of this State.”

10 66. As alleged herein, due to Defendants’ unlawful reimbursement practices, Defendants
11 failed to indemnify Plaintiffs and the members of the Reimbursement Class for all necessary
12 business expenses incurred, including, among other things, personal cell phone usage and tools.

13 67. As a proximate result of Defendants’ policies and/or practices in violation of Labor
14 Code §§ 2802, 2804, and Wage Order 5, Plaintiffs and members of the Reimbursement Class are
15 entitled to damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown
16 according to proof at trial, pursuant to Labor Code § 2802.

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(Against all Defendants)**

20 68. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

21 69. Defendants have engaged and continue to engage in unfair and/or unlawful business
22 practices in California in violation of Business and Professions Code §§ 17200 *et seq.* by, among
23 other things, failing to pay Plaintiffs and the Classes all minimum and overtime wages owed; failing
24 to pay all accrued vacation or paid time off wages owed at separation; failing to pay all required
25 meal and rest period premium wages owed; failing to reimburse for all necessary business expenses
26 incurred; and knowingly failing to furnish complete and accurate, itemized wage statements.

27 70. Defendants’ utilization of these unfair and/or unlawful business practices deprived
28 Plaintiffs, and continues to deprive members of the Classes, of compensation to which they are

1 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
2 over Defendants' competitors who have been and/or are currently employing workers and
3 attempting to do so in honest compliance with applicable wage and hour laws.

4 71. Because Plaintiffs are a victim of Defendants' unfair and/or unlawful conduct alleged
5 herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full restitution
6 of monies as necessary and according to proof to restore any and all monies withheld, acquired
7 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

8 72. The acts complained of herein occurred within the last four years immediately
9 preceding the filing this action.

10 73. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
12 Defendants' current non-exempt employees, and to enforce important rights affecting the public
13 interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which
14 they are entitled to recover under Code of Civil Procedure § 1021.5.

15 **NINTH CAUSE OF ACTION**

16 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**
17 **ATTORNEYS GENERAL ACT**
18 **(AGAINST ALL DEFENDANTS)**

19 74. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

20 75. Defendants have committed several Labor Code violations against Plaintiffs,
21 members of the Classes, and other aggrieved employees. Plaintiffs, "aggrieved employees" within
22 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved
23 employees, bring this representative action against Defendants for injunctive relief and to recover
24 the civil penalties due to Plaintiffs, the members of the Classes, other aggrieved employees, and the
25 State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including,
26 but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and
27 \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210
28 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for

1 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
2 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial
4 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
5 per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation
6 per employee per pay period for those violations of the Labor Code for which no civil penalty is
7 specifically provided, based on the following Labor Code violations:

- 8 a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum Wage
9 Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12,
10 1194, 1194.2, 1197, and 1198;
- 11 b. Failing to pay all earned overtime compensation to Plaintiffs, the Overtime Class, and
12 other aggrieved employees in violation of Labor Code §§ 204, 510, 558, 1194, and
13 1198;
- 14 c. Failing to provide all legally required meal periods, and failure to pay meal period
15 premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved employees at
16 the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and
17 1198;
- 18 d. Failing to authorize and permit all legally required rest periods, and failure to pay rest
19 period premium wages, to Plaintiffs, the Rest Period Class, and other aggrieved
20 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
21 516, 558, and 1198;
- 22 e. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved employees
23 with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- 24 f. Failing to reimburse Plaintiffs, the Employee Expense Class, and other aggrieved
25 employees for all necessary work expenses incurred in violation of Labor Code §§
26 2802 and 2804;
- 27 g. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice
28 during each calendar month in violation of Labor Code § 204;

- 1 h. Failing to pay Plaintiffs, the Waiting Time Class, and other aggrieved employees all
2 final wages due in violation of Labor Code §§ 201-203; and
3 i. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved
4 employees in violation of Labor Code §§ 558, 1174, and 1198.

5 76. On November 14, 2025, Plaintiffs notified Defendants via certified mail, and notified
6 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
7 Defendants’ violations of the California Labor Code and Plaintiffs’ intent to bring a claim for civil
8 penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California
9 Labor Code identified in this cause of action. Now that sixty-five days have passed from Plaintiffs
10 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
11 that it intends to investigate the violations, Plaintiffs have exhausted the administrative requirements
12 for bringing a claim under the Private Attorneys General Act with respect to these violations.

13 77. Based on the foregoing, Plaintiffs seek to represent themselves and all Aggrieved
14 Employees, as defined by Labor Code § 2699(c).

15 78. Plaintiffs were compelled to retain the services of counsel to file this court action to
16 protect his interests and the interests of other aggrieved employees, and to assess and collect the
17 civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs, which
18 he is entitled to receive under California Labor Code § 2699(g).

19 **PRAYER FOR RELIEF**

20 Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is
21 brought against Defendants AAHS SAN PABLO, LLC, A AND A SENIOR LIVING
22 MANAGEMENT LLC, AHS SHOTWELL OPERATING LLC, ALAMO HEALTH
23 MANAGEMENT, LLC, SUMMIT ASSISTED LIVING OF TARZANA LLC, MURRIETA
24 GARDENS LLC, and DOES 1 through 100 as follows:

- 25 1. For an order certifying the proposed Classes;
26 2. For an order appointing Plaintiffs as representatives of the Classes;
27 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
28 4. For compensatory damages;

- 1 5. For such general, economic, and/or special damages;
- 2 6. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code §
3 487m;
- 4 7. For statutory penalties to the extent permitted by law, including pursuant to the Labor
5 Code and Wage Order 5;
- 6 8. For civil penalties due to Plaintiffs, other aggrieved employees, and the State of
7 California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not
8 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for
9 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
10 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
11 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee
12 per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation
13 pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation
14 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay
15 period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per
16 employee per pay period for those violations of the Labor Code for which no civil penalty is
17 specifically provided, based on the Labor Code violations identified in the PAGA Cause of Action;
- 18 9. For public injunctive relief under Labor Code §§ 2698 *et seq.*;
- 19 10. For payment of all unpaid wages, including accrued, but unused vacation and/or paid
20 time off wages owed at termination, pursuant to Labor Code §§ 1194 and 227.3;
- 21 11. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor
22 Code § 1194 and Code of Civil Procedure § 1021.5;
- 23 12. For restitution to Plaintiffs and Class Members of all money and property unlawfully
24 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
25 Professions Code §§ 17200 *et seq.*;
- 26 13. For an order requiring Defendants to restore and disgorge all funds to each employee
27 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
28 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et*

1 *seq.*;

2 14. For liquidated damages pursuant to Labor Code § 1194.2;

3 15. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
4 and Civil Code §§ 3287 and 3289;

5 16. A declaratory judgment that the practices complained of herein are unlawful under
6 California law; and

7 17. For such other and further relief, the Court may deem just and proper.

8
9 Dated: January 23, 2026

SOUTHWICK LAW, APC
SAYURI P. ESPINOSA
SHAHEEN A. ETEMADI

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12
13 By: 

Sayuri P. Espinosa
Attorneys for Plaintiffs

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