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Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: ***Cornejo v. Jazba Care LLC***

Dear Labor Commissioner,

As counsel for Elizabeth Cornejo ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Jazba Care LLC
9031 Tuolumne Drive
Sacramento, CA 95826

Shane Stumpf
9031 Tuolumne Drive
Sacramento, CA 95826

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Jazba Care LLC ("Defendant"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include but is not limited to the following: All nonexempt employees who have suffered the same causes of action as Plaintiff and have or continue to work for Defendant in California at any time between one (1) year prior to the filing of this notice to the present.

A. FACTS

Ms. Cornejo began working for Defendant in February 2025 as a Caretaker at the Glenroy House. Defendant hired her to work approximately twenty (20) to thirty (30) hours per week, earning $18.25 an hour.

Defendant typically scheduled Ms. Cornejo to work three to four days per week, with shifts ranging from six to nine hours, and occasionally assigned her 12-hour shifts. Some of her co-workers were even scheduled for 16-hour shifts. At times, Defendant paid its employees partly by check and partly in cash, suggesting an effort to avoid paying legally required overtime for hours worked beyond eight (8) in a day or forty (40) in a week. Ms. Cornejo and other employees tracked their own hours and believe that Defendant failed to pay overtime for work in excess of eight (8) hours a day and or forty (40) hours a week.

Defendant trained Ms. Cornejo and similarly situated employees to clock in and out on the "Gusto" application using their personal cell phones. Defendant, via its manager, "Acacia", trained Ms. Cornejo and similarly situated employees to clock in and out at the beginning and end of each shift, for meal breaks, and for all rest breaks. Defendant further used messaging apps to communicate with its employees which required employees to download or respond to messages on private cell phones. Employees were not reimbursed for this personal cell phone use.

Ms. Cornejo and similarly situated employees could not enter the Gusto application to see if they had been paid for all hours worked or to see if their hours had been manually changed at the end of the pay period. On numerous occasions, Ms. Cornejo and similarly situated employees witnessed managers change employee timecards and insist that employees falsify time records to avoid Defendant having to pay premiums for missed meal and rest breaks.

Defendant understaffed its shifts which resulted in subpar care for clients and employees being overworked. For example, due to understaffing, clients would not be properly fed, clients would not get regular bathing, and proper equipment and medical supplies were not provided to staff to complete their duties. Records were altered by Defendant to hide these deficiencies. Ms. Cornejo and similarly situated employees often purchased their own supplies such as Q-tips to help complete their caretaking duties. They were not reimbursed for these expenses. Understaffing further prevented Ms. Cornejo and similarly situated employees from taking their lawful breaks.

Ms. Cornejo and similarly situated employees did not receive all state-mandated thirty-minute uninterrupted meal breaks for each five hours of consecutive work. Defendant was understaffed and did not schedule enough employees to relieve employees for restroom, meal, or rest breaks. There were times when Ms. Cornejo and similarly situated employees had to remain working through meal and rest breaks because other employees required additional assistance to move and assist non-mobile clients. This resulted in missed meal periods, interrupted meal periods, and meal periods being taken after the fifth hour of work on shifts lasting longer than six hours. Ms. Cornejo and similarly situated employees did not sign meal period waivers.

Prior to turning in their timecards and several times during each week, Defendant, by and through its managers, reminded Ms. Cornejo and other similarly situated employees to "check" their timecards for meal period violations and "fix" their timecards to avoid having to pay premiums for violations. Defendant did not pay Ms. Cornejo and similarly situated employees penalties for missing meal or rest breaks.

Ms. Cornejo and similarly situated employees sometimes received 10-minute rest breaks, however, they rarely received a second rest break if they worked eight hours or more during a shift. Ms. Cornejo estimates that more than half of the time, rest breaks were interrupted by clients, managers, or coworkers that required assistance or were not taken at all. Defendants did not pay Ms. Cornejo or similarly situated employees rest break penalties for missed rest breaks.

On many occasions, Ms. Cornejo and similarly situated employees received their first rest break well after completing their fourth hour of work. Similar to missed meal periods, these late breaks were accompanied by a reminder from Defendant to "fix" timecards by fraudulently entering a time that complied with State regulations for rest breaks to avoid paying penalties. In addition, Ms. Cornejo and similarly situated employees were not paid for rest breaks, as they were told to clock out for these breaks.

Ms. Cornejo recalls that at the beginning of her employment with Defendant, if Ms. Cornejo or similarly situated employees had their meal or rest break after the state-mandated time provision, Acacia and other managers would frequently request employees' personal phones, open the Gusto app, and enter fraudulent times that complied with State regulations to avoid paying meal and rest break penalties. Ms. Cornejo estimates that managers personally changed her timecards at least ten times in this manner that she is aware of. It was clear that it was Defendant's common practice to falsify timecards. Indeed, one of Ms. Cornejo co-workers was hired to live at the Glenroy House but resigned after only one month because she was never paid for her hours worked.

On or about July 5, 2025, Ms. Cornejo was the only staff member on the schedule for approximately five hours of the shift. Defendant did not schedule another caretaker to relieve Ms. Cornejo for meal periods, rest breaks, or restroom breaks during that time. Ms. Cornejo worked her shift alone, unable to take a meal period, rest break, or restroom break for the final five hours of her shift due to the needs of the clients and Defendant's policies.

Near the end of her shift, Ms. Cornejo needed to use the restroom. After instructing the clients to remain seated, Ms. Cornejo ran to the restroom briefly and returned as soon as possible to find that a client, [redacted] had attempted to stand in Ms. Cornejo's absence and had fallen. Ms. Cornejo ensured [redacted] was safe, confirmed she was uninjured, and stayed with her until another employee arrived for their shift due to [redacted] needing multiple people to lift her. The night shift employee was late, and Ms. Cornejo ultimately clocked out around 11:40 p.m., forty minutes past the end of her scheduled shift.

The following day, Ms. Cornejo was reprimanded for leaving the clients unattended and was removed from the schedule. Ms. Cornejo explained that what happened was inevitable given Defendant's understaffing, however Defendant ignored these complaints and terminated Ms. Cornejo's employment.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order Five, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and/or forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 5, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. Five, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. Five, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. Five, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. Five, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. Five, section 12(A) requires employers to provide employees with paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ." For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, meal break violation premiums, rest break violation premiums and reimbursements, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states 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." Defendant failed to reimburse Ms. Cornejo and similarly situated employees for personal cellphone use which was required for communication and clocking in and out. Defendant further failed to reimburse Ms. Cornejo and similarly situated employees for the purchase of materials necessary to complete their caretaking assignments such as Q-tips. This was in violation of the law.

Count Eight – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees' rights provided for under the California Labor Code. Shane Stumpf is an officer, director, shareholder, and/or managing agent of Defendant responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count Nine – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: ______________________________
Galen T. Shimoda

GTS/as
cc: Client via e-mail

Cornejo v. Jazba Care LLC

PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150

I, Angela Molina Yacarini, declare that:

I am a resident of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On November 25, 2025, I served the following documents on the party below:

- **PRIVATE ATTORNEYS GENERAL ACT LETTER**

Jazba Care LLC 9031 Tuolumne Drive Sacramento, CA 95826	Shane Stumpf 9031 Tuolumne Drive Sacramento, CA 95826

[XXX] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:__________.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on November 25, 2025, at Salt Lake City, Utah.

Angela Molina Y

____
Angela Molina Yacarini