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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ADRIAN ANDERSON, BRANDY TRUJILLO,
 ALYSSA TRUJILLO, KERRI BYERS,
 ARSHANE TYERRA KING, MISTA LA SHEA
 JOHNSON, EUGENA YOLANDA RICHARD,
 and DANIELA HERNANDEZ, individually, on
 behalf of all others similarly situated, the State of
 California, and other aggrieved employees,

Plaintiffs,

v.

PRESTIGE SENIOR LIVING, L.L.C., a Limited
 Liability Company; PRESTIGE CARE, INC., a
 corporation; LANCASTER VENTURES, L.L.C.,
 a Limited Liability Company; PRESTIGE
 ASSISTED LIVING AT LANCASTER, an
 unknown entity; CHICO VENTURES, L.L.C., a
 Limited Liability Company; MANTECA
 VENTURES ALF, L.L.C., a Limited Liability
 Company; MARYSVILLE VENTURES, L.L.C.,
 a Limited Liability Company; OROVILE
 ASSISTED LIVING, L.L.C., a Limited Liability
 Company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV15087

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Pursuant to Cal. Lab. Code §§ 2699, *et seq.*

DEMAND FOR JURY TRIAL

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1 Plaintiffs ADRIAN ANDERSON, BRANDY TRUJILLO, ALYSSA TRUJILLO, KERRI
2 BYERS, ARESHANAE TYERRA KING, MISTA LA SHEA JOHNSON, EUGENA YOLANDA
3 RICHARD, DANIELA HERNANDEZ, ARSHANE TYERRA KING, MISTA LA SHEA
4 JOHNSON, EUGENA YOLANDA RICHARD, and DANIELA HERNANDEZ (collectively,
5 “Plaintiffs”), based upon facts that either have evidentiary support or are likely to have evidentiary
6 support after a reasonable opportunity for further investigation and discovery, allege as follows:

7 **INTRODUCTION & PRELIMINARY STATEMENT**

8 1. Plaintiffs bring this action against Defendants PRESTIGE SENIOR LIVING,
9 L.L.C., PRESTIGE CARE, INC., LANCASTER VENTURES, L.L.C., PRESTIGE ASSISTED
10 LIVING AT LANCASTER, CHICO VENTURES, L.L.C., MANTECA VENTURES ALF, L.L.C.,
11 MARYSVILLE VENTURES, L.L.C., and OROVILE ASSISTED LIVING L.L.C. (hereinafter
12 collectively referred to as “Defendants”) for California Labor Code violations and unfair business
13 practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time,
14 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
15 failure to timely pay final wages, and failure to furnish accurate wage statements.

16 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
17 action on behalf of themselves and certain current and former employees of Defendants
18 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
19 below). The Class consists of Plaintiffs and all other persons who have been employed by any
20 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
21 period applicable to the claims pleaded here.

22 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
23 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
24 Plaintiff, the State of California, and past and present non-exempt employees by Defendants in the
25 State of California during the statute of limitations period for his PAGA claim (hereinafter referred
26 to as the “Aggrieved Employees”).

27 4. Defendants own/owned and operate/operated an industry, business, and
28 establishment within the State of California, including Los Angeles County. As such, and based

1 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
2 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
3 ("IWC"), and the California Business & Professions Code.

4 5. Despite these requirements, throughout the statutory period, Defendants maintained
5 a systematic, company-wide policy and practice of:

- 6 (a) Failing to pay employees for all hours worked, including all minimum,
7 straight time, and overtime wages in compliance with the California Labor
8 Code and IWC Wage Orders;
- 9 (b) Failing to provide employees with timely and duty-free meal periods in
10 compliance with the California Labor Code and IWC Wage Orders, failing
11 to maintain accurate records of all meal periods taken or missed, and failing
12 to pay an additional hour's pay for each workday a meal period violation
13 occurred;
- 14 (c) Failing to authorize and permit employees to take timely and duty-free rest
15 periods in compliance with the California Labor Code and IWC Wage
16 Orders, and failing to pay an additional hour's pay for each workday a rest
17 period violation occurred;
- 18 (d) Willfully failing to pay employees all minimum, straight time, overtime,
19 meal period premium, and rest period premium wages due within the time
20 period specified by California law when employment terminates; and
- 21 (e) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders; and
- 24 (f) Failing to indemnify employees for expenditures incurred in direct discharge
25 of duties of employment.

26 6. On information and belief, Defendants, and each of them were on actual and
27 constructive notice of the improprieties alleged herein and intentionally refused to rectify their

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1 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
2 willful and deliberate.

3 7. At all relevant times, Defendants were and are legally responsible for all of the
4 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
5 foregoing paragraphs as the employers of Plaintiffs, the Class, and the Aggrieved Employees.
6 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
7 herein under the doctrine of "respondeat superior."

8 **THE PARTIES**

9 **A. Plaintiffs**

10 8. Plaintiff ADRIAN ANDERSON is a California resident who worked for Defendants
11 in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately
12 December 2022 to approximately April 2023.

13 9. Plaintiff BRANDY TRUJILLO is a California resident who worked for Defendants
14 in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately
15 May 2022 to approximately February 2023.

16 10. Plaintiff ALYSSA TRUJILLO is a California resident who worked for Defendants
17 in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately
18 November 2022 to approximately February 2023.

19 11. Plaintiff KERRI BYERS is a California resident who worked for Defendants in
20 Butte County, California as an hourly-paid, non-exempt employee from approximately October
21 2022 to approximately December 2024.

22 12. Plaintiff ARESHANAE TYERRA KING is a California resident who worked for
23 Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from
24 approximately January 2022 to approximately January 2024.

25 13. Plaintiff MISTA LA SHEA JOHNSON is a California resident who worked for
26 Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from
27 approximately July 2022 to approximately April 2024.

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14. Plaintiff EUGENA YOANDA RICHARD is a California resident who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately January 2022 to approximately June 2024.

15. Plaintiff DANIELA HERNANDEZ is a California resident who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately August 2022 to approximately August 2023.

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

B. Defendants

17. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants PRESTIGE SENIOR LIVING, L.L.C., PRESTIGE CARE, INC., LANCASTER VENTURES, L.L.C., PRESTIGE ASSISTED LIVING AT LANCASTER, CHICO VENTURES, L.L.C., MANTECA VENTURES ALF, L.L.C., MARYSVILLE VENTURES, L.L.C., and OROVILE ASSISTED LIVING L.L.C., are, and at all times herein mentioned, were:

- (a) Business entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,
- (b) The former employer of Plaintiffs and the current and/or former employer of the putative Class because Defendants PRESTIGE SENIOR LIVING, L.L.C., PRESTIGE CARE, INC., LANCASTER VENTURES, L.L.C., PRESTIGE ASSISTED LIVING AT LANCASTER, CHICO VENTURES, L.L.C., MANTECA VENTURES ALF, L.L.C., MARYSVILLE VENTURES, L.L.C., and OROVILE ASSISTED LIVING L.L.C., suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

18. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each

1 of the Doe Defendants was in some manner legally responsible for the damages suffered by
2 Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
3 complaint to set forth the true names and capacities of these Defendants when they have been
4 ascertained, together with appropriate charging allegations, as may be necessary.

5 19. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
6 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
7 injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in the State
8 of California.

9 20. Plaintiffs are informed and believe and thereon allege that at all relevant times each
10 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
11 other employees described in the class definitions below, and exercised control over their wages,
12 hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all
13 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
14 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
15 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
16 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
17 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
18 below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant
19 to and within the scope of the relationships alleged above, that each Defendant knew or should
20 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
21 conduct of all other Defendants.

22 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 21. Plaintiffs worked for Defendants in Los Angeles and Butte Counties, California as
24 hourly-paid, non-exempt employees. During Plaintiffs' employment for Defendants, Defendants
25 paid Plaintiffs hourly wages and classified them as non-exempt from overtime. Defendants
26 typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per
27 day, but Plaintiffs regularly worked more than eight hours in a workday and more than forty (40)
28 hours in a workweek.

22. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures incurred during their employment. As discussed below, Plaintiffs' experience working for Defendants were typical and illustrative.

23. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

24. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Class for all hours worked, including minimum, straight time, and overtime wages. Defendants regularly used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiffs, the Class, and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendants frequently paid Plaintiffs, the Class, and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Class worked.

25. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not always, required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work

1 or tenth hour of work. Instead, Defendants continued to assert control over Plaintiffs, the Class,
2 and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks
3 which could not be completed without working in lieu of taking mandatory meal periods, or by
4 denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a meal period.
5 Defendants also failed to permit Plaintiffs to take a second meal period when Plaintiffs worked at
6 least ten hours of work in a workday. Accordingly, Defendants' policy and practice was not to
7 provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance with
8 California law.

9 26. Throughout the statutory period, Defendants have wrongfully failed to authorize
10 and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest
11 periods. Defendants regularly required Plaintiffs, the Class, and the Aggrieved Employees to work
12 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
13 take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major
14 fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved
15 Employees for rest periods that were not authorized or permitted. Instead, Defendants continued
16 to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring,
17 or encouraging them to perform work tasks which could not be completed without working in lieu
18 of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees
19 permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize
20 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance
21 with California law.

22 27. Throughout the statutory period, Defendants willfully failed and refused to timely
23 pay Plaintiffs, the Class, and the Aggrieved Employees all final wages due at their termination of
24 employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures,
25 minimum wages, straight time wages, overtime wages, meal period premium wages, and rest
26 period premium wages owed to them by Defendants at the conclusion of their employment. On
27 information and belief, Defendants' failure to timely pay Plaintiffs' final wages when their

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employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiffs, the Class, and the Aggrieved Employees.

28. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage

statements contained the required accurate information;

- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class, and the Aggrieved Employees were entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

29. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones.

30. Plaintiffs and the Class incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs, the Class, and the Aggrieved Employees for these employment-related expenses.

CLASS ACTION ALLEGATIONS

31. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

32. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

33. The proposed Class consists of and is defined as:

All individuals who are or previously were employed by an or all of Prestige Care, Inc.; Prestige Senior Living, L.L.C.; Lancaster Ventures, L.L.C.; Prestige Assisted Living at Lancaster; Visalia Ventures, L.L.C.; Prestige Assisted Living Visalia; Marysville Ventures, LLC; Prestige Assisted Living at Marysville;

Oroville Assisted Living, L.L.C.; Prestige Assisted Living at Oroville; Chico Ventures, L.L.C.; Prestige Assisted Living at Chico; Manteca Ventures ALF, L.L.C.; and Prestige Assisted Living at Manteca; and who were classified as non-exempt in the State of California from December 1, 2020 to December 31, 2024 (The “Class Period”).

34. At all material times, Plaintiffs were members of the Class.

35. Plaintiffs undertake this concerted activity to improve the wages and working conditions of all Class Members.

36. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs’ claims (or defenses, if any) are typical of all Class Members’ claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs’ attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys’ fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- 1 (d) Superiority: A class action is superior to other available methods for the fair
2 and efficient adjudication of the controversy, including consideration of:
- 3 1) The interests of the members of the Class in individually controlling
4 the prosecution or defense of separate actions;
- 5 2) The extent and nature of any litigation concerning the controversy
6 already commenced by or against members of the Class;
- 7 3) The desirability or undesirability of concentrating the litigation of the
8 claims in the particular forum; and,
- 9 4) The difficulties likely to be encountered in the management of a class
10 action.
- 11 (e) Public Policy Considerations: The public policy of the State of California is
12 to resolve the California Labor Code claims of many employees through a
13 class action. Indeed, current employees are often afraid to assert their rights
14 out of fear of direct or indirect retaliation. Former employees are also fearful
15 of bringing actions because they believe their former employers might
16 damage their future endeavors through negative references and/or other
17 means. Class actions provide the class members who are not named in the
18 complaint with a type of anonymity that allows for the vindication of their
19 rights at the same time as their privacy is protected.

20 37. There are common questions of law and fact as to the Class (and each subclass, if
21 any) that predominate over questions affecting only individual members, including without
22 limitation, whether, as alleged herein, Defendants have:

- 23 (a) Failed to pay Class Members for all hours worked, including minimum,
24 straight time, and overtime wages;
- 25 (b) Failed to provide meal periods and pay meal period premium wages to Class
26 Members;
- 27 (c) Failed to authorize and permit rest periods and pay rest period premium
28 wages to Class Members;

- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

38. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members

not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

39. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

40. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 30 in this Complaint.

41. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

42. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs, the Class, and the Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

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43. Accordingly, Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

44. By and through the conduct described above, Plaintiffs, the Class, and the Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

45. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs, the Class, and the Aggrieved Employees for their non-overtime hours worked without pay, Plaintiffs, the Class, and the Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs, the Class, and the Aggrieved Employees and which will be ascertained according to proof at trial.

46. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs, the Class, and the Aggrieved Employees.

47. Pursuant to California Labor Code § 1194.2, Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

48. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs, the Class, and the Aggrieved Employees all such wages due and failed to pay those wages twice a month.

49. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

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SECOND CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Overtime Wages)

50. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 30 in this Complaint.

51. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

52. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

53. At all times relevant hereto, Plaintiffs, the Class, and the Aggrieved Employees have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

54. At all times relevant hereto, Defendants failed to pay Plaintiffs, the Class, and the Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

55. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs, the Class, and the Aggrieved Employees for their overtime hours worked, Plaintiffs, the Class, and the Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

56. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs, the Class, and the Aggrieved Employees.

57. Plaintiffs, the Class, and the Aggrieved Employees also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California

1 Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in
2 a sum as provided by the California Labor Code and/or other statutes.

3 58. California Labor Code § 204 requires employers to provide employees with all
4 wages due and payable twice a month. The Wage Orders also provide that every employer shall
5 pay to each employee, on the established payday for the period involved, overtime wages for all
6 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs, the Class,
7 and the Aggrieved Employees with all compensation due, in violation of California Labor Code §
8 204.

9 **THIRD CAUSE OF ACTION**

10 **(By All Plaintiffs Against All Defendants for Failure to Provide Meal Periods)**

11 59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
12 1 through 30 in this Complaint.

13 60. Under California law, Defendants have an affirmative obligation to relieve the
14 Plaintiffs, the Class, and the Aggrieved Employees of all duty in order to take their first daily meal
15 periods no later than the start of Plaintiffs, the Class, and the Aggrieved Employees' sixth hour of
16 work in a workday, and to take their second meal periods no later than the start of the eleventh
17 hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage
18 Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for
19 each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer
20 to require any employee to work during any meal period mandated under any Wage Order.

21 61. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs,
22 the Class, and the Aggrieved Employees with both meal periods as required by California law. By
23 their failure to permit and authorize Plaintiffs, the Class, and the Aggrieved Employees to take all
24 meal periods as alleged above (or due to the fact that Defendants made it impossible or
25 impracticable to take these uninterrupted meal periods), Defendants willfully violated the
26 provisions of California Labor Code § 226.7 and the applicable Wage Orders.

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62. Under California law, Plaintiffs, the Class, and the Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Authorize and Permit Rest Periods)

63. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 30 in this Complaint.

64. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

65. Despite these legal requirements, Defendants failed to authorize Plaintiffs, the Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs, the Class, and the Aggrieved Employees to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

66. Under California law, Plaintiffs, the Class, and the Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

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FIFTH CAUSE OF ACTION

**(By All Plaintiffs Against All Defendants for Failure to Pay Wages of Discharged
Employees – Waiting Time Penalties)**

67. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 30 in this Complaint.

68. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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 of quitting.

69. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

70. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

71. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

72. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

73. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

74. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 30 in this Complaint.

75. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 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.

76. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the Class, and the Aggrieved Employees, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

77. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

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1 78. Specifically, Plaintiffs and the members of the Class have been injured by
2 Defendants' intentional violation of California Labor Code § 226(a) because they were denied both
3 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
4 statements under California Labor Code § 226(a).

5 79. Calculation of the true wage entitlement for Plaintiffs, the Class, and the Aggrieved
6 Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiffs, the
7 Class, and the Aggrieved Employees were also injured as a result of having to bring this action to
8 attempt to obtain correct wage information following Defendants' refusal to comply with many of
9 the mandates of California's Labor Code and related laws and regulations.

10 80. Plaintiffs, the Class, and the Aggrieved Employees are entitled to recover from
11 Defendants the greater of their actual damages caused by Defendants' failure to comply with
12 California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars
13 (\$4,000) per employee.

14 81. Plaintiffs, the Class, and the Aggrieved Employees are also entitled to injunctive
15 relief, as well as an award of attorney's fees and costs to ensure compliance with this section,
16 pursuant to California Labor Code § 226(h).

17 **SEVENTH CAUSE OF ACTION**

18 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

19 82. Plaintiffs incorporate by reference and re-alleged as if fully stated herein paragraphs
20 1 through 30 of this Complaint.

21 83. As set forth above, Plaintiffs, the Class, and the Aggrieved Employees were required
22 to incur substantial necessary expenditures and losses in direct consequence of the discharge of
23 their duties or of their obedience to directions of Defendants.

24 84. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
25 Plaintiffs, the Class, and the Aggrieved Employees for necessary expenditures and losses incurred
26 in direct consequence of the discharge of their duties or of their obedience to directions of
27 Defendants.

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EIGHTH CAUSE OF ACTION

**(By All Plaintiffs Against All Defendants for Violation of California Business & Professions
Code §§ 17200, et seq.)**

87. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 30 in this Complaint.

Failure to Pay Minimum and Straight Time Wages

92. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

93. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

94. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

95. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

96. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

97. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

98. Plaintiffs, the Class, and the Aggrieved Employees Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

99. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the

Defendants have wrongfully acquired, or of which Plaintiffs, the Class, and the Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs, the Class, and the Aggrieved Employees are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

100. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

101. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

102. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

103. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

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NINTH CAUSE OF ACTION

(By Plaintiff Kerri Byers and Against All Defendants For Violations of the Private Attorneys General Act [Cal. Lab. Code §§ 2698, *et. seq.*])

104. Plaintiff Kerri Byers (“Plaintiff Byers”) incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

105. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

106. Plaintiff Byers, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to themselves and all individuals who are or previously were employed by any or all of Prestige Care, Inc.; Prestige Senior Living, L.L.C.; Lancaster Ventures, L.L.C.; Prestige Assisted Living at Lancaster; Visalia Ventures, L.L.C.; Prestige Assisted Living Visalia; Marysville Ventures, LLC; Prestige Assisted Living at Marysville; Oroville Assisted Living, L.L.C.; Prestige Assisted Living at Oroville; Chico Ventures, L.L.C.; Prestige Assisted Living at Chico; Manteca Ventures ALF, L.L.C.; and Prestige Assisted Living at Manteca; and who were classified as non-exempt in the State of California (“AGGRIEVED EMPLOYEES”) from January 30, 2023 to December 21, 2024 (the "PAGA PERIOD").

107. On August 15, 2023, Plaintiff Byers gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code §

2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference herein (*PAGA Notice only without draft complaint*). The statutory waiting period for Plaintiff Byers to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff Byers may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

108. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendant (a) failed to provide Plaintiff Byers and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ Plaintiff Byers hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on Plaintiff Byers and the AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action;

¹Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

2. That Plaintiffs be appointed as the representatives of the Class; and,
3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

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1 17. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
4 and for costs of suit incurred herein; and,

5 19. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Fourth Cause of Action

7 20. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

9 21. For unpaid rest period premium wages as may be appropriate;

10 22. For pre-judgment interest on any unpaid compensation commencing from the date
11 such amounts were due;

12 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
13 and for costs of suit incurred herein; and,

14 24. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Fifth Cause of Action

16 25. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
18 termination of the employment;

19 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
20 employees who have left Defendants' employ;

21 27. For pre-judgment interest on any unpaid wages from the date such amounts were
22 due;

23 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

24 29. For such other and further relief as the Court may deem equitable and appropriate.

25 As to the Sixth Cause of Action

26 30. That the Court declare, adjudge, and decree that Defendants violated the record
27 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
28 willfully failed to provide accurate itemized wage statements thereto;

- 1 31. For all actual damages, according to proof;
- 2 32. For statutory penalties pursuant to California Labor Code § 226(e);
- 3 33. For injunctive relief to ensure compliance with this section, pursuant to California
- 4 Labor Code § 226(h);
- 5 34. For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 6 35. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Seventh Cause of Action

8 36. That the Court declare, adjudge, and decree that Defendants violated California Labor

9 Code § 2802 by willfully failing to indemnify employees for expenditures;

- 10 37. For unpaid wages or unreimbursed business expenses as may be appropriate;
- 11 38. For pre-judgment interest on any unpaid compensation commencing from the date
- 12 such amounts were due;

- 13 39. For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 14 40. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Eighth Cause of Action

16 41. That the Court declare, adjudge, and decree that Defendants violated California

17 Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,

18 straight time, and overtime wages), failing to provide meal periods, and failing to authorize and

19 permit rest periods;

20 42. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment

21 interest from the day such amounts were due and payable;

22 43. For the appointment of a receiver to receive, manage and distribute any and all funds

23 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a

24 result of violations of California Business & Professions Code §§ 17200 *et seq.*;

25 44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

26 California Code of Civil Procedure § 1021.5;

27 45. For injunctive relief to ensure compliance with this section, pursuant to California

28 Business & Professions Code §§ 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

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

A) That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all wages owed twice per month, failing to maintain accurate records of hours worked and meal breaks, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.B) For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;C) For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

For such other and further relief as the Court may deem equitable and appropriate.

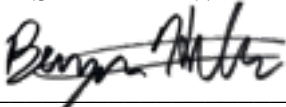
As to All Causes of Action

48. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: July 6, 2026

WILSHIRE LAW FIRM

By: 

Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern

Attorneys for Plaintiffs

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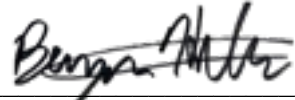
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DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: July 6, 2026

WILSHIRE LAW FIRM

By: 
Benjamin H. Haber
Daniel J. Kramer
Chase M. Stern

Attorneys for Plaintiffs

Anderson, et al. v. Prestige Senior Living L.L.C., et al.
23STCV15087

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017; and my electronic service address is rebecca.padilla@wilshirelawfirm.com.

On July 6, 2026, I served the foregoing **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Norman B. Blumenthal (SBN 068687)
norm@bamlawca.com
 Kyle R. Nordrehaug (SBN 205975)
kyle@bamlawca.com
 Aparajit Bhowmik (SBN 248066)
aj@bamlawca.com
 Jeffrey S. Herman (SBN 280058)
jeffrey@bamlawca.com
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BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
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 La Jolla, CA 92037
 Telephone: (858)551-1223
 Facsimile: (858) 551-1232

Attorneys for *Plaintiffs*

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

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

Executed on July 6, 2026, at Los Angeles, California.

Rebecca Padilla