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10 **IN THE SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF SACRAMENTO**

12 NAYZETH NAVA,

13 Plaintiff(s),

14 v.

15 WELLCARE HOMES 5, INC, WELLCARE
16 HOMES 7, INC., AND WELLCARE HOMES,
17 LLC; and DOES 1 through 100,

18 Defendant(s).

Case No. **26CV010683**

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Late Payment of Wages
6. Payroll Recordkeeping Violations
7. Wage Statement Penalties
8. Violation of Unfair Competition Law
9. Private Attorneys General Act
10. Violation of California Government Code § 12940 et seq. – Disability Discrimination
11. Violation of Government Code § 12940(m) - Failure to Accommodate Disability
12. Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive Process
13. Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting Accommodation
14. Violation of California Government Code § 12940 (k) – Failure to Prevent Discrimination, Harassment, and Retaliation
15. Violation of California Labor Code § 98.6 - Retaliation for Wage Complaints
16. Violation of California Labor Code § 232 - Retaliation for Wage Disclosure to Coworkers

17. Violation of California Labor Code §
1102.5 - Whistleblower Retaliation
18. Violation of California Government Code §
12945.2 et seq. - CFRA Interference and
Retaliation

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Nayzeth Nava (“Plaintiff”) is an adult resident of Sacramento County, California, and was at all times relevant residing in Sacramento County, California.

2. Defendant Wellcare Homes 5, Inc. (together with Wellcare Homes 7, Inc and Wellcare Homes, LLC, “Defendants”) is a California corporation with its principal place of business located in Sacramento County, California.

3. Defendant Wellcare Homes 7, Inc. is a California corporation with its principal place of business located in Sacramento County, California.

4. Defendant Wellcare Homes, LLC is a limited liability company with its principal place of business located in Sacramento County, California.

5. Defendants are registered to and do conduct business in the State of California and are subject to the laws of the State of California. All acts and omissions of Defendants employees as alleged herein occurred while they were acting within the course and scope of their employment.

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

1 **JURISDICTION AND VENUE**

2 7. This action is properly filed in Sacramento County because the acts and omissions that give
3 rise to Plaintiff's claims took place in Sacramento County, and Defendants transact substantial
4 business in this County.

5 8. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
6 alleged herein occurred in Sacramento County, California and Plaintiff suffered damages from such
7 conduct within Sacramento County, California.

8 **FACTUAL ALLEGATIONS**

9 9. At all times relevant, Plaintiff was Defendants' employee.

10 10. Plaintiff has worked for Defendant Wellcare Homes, including all related entities, from on
11 or about February 24, 2023 through present.

12 11. Plaintiff's job position is Lead Full-time Direct Support Professional/Lead RBT, and she is
13 classified as a non-exempt, hourly employee.

14 12. Defendant operates approximately eight residential care homes as part of a common
15 enterprise in Sacramento, California.

16 13. Defendant employs approximately 200 employees across all eight of its residential care
17 home locations.

18 14. Plaintiff has a thyroid condition requiring medication.

19 15. Defendant improperly disclosed Plaintiff's medical diagnosis to a non-payroll LVN and
20 forced Plaintiff to stay home from work.

21 16. Plaintiff requested accommodations in connection with her serious health conditions,
22 including an adjusted schedule due to medication requirements.

23 17. Plaintiff needed and requested occasional time off due to the serious health conditions of her
24 sister, however, Defendant denied the request.

25 18. In or about the last week of October 2025, Plaintiff requested accommodation from her
26 manager Ada Sandoval to change from PM shift to day shift or knock shift to attend school.

27 19. Plaintiff gave two weeks advance notice of her need for accommodation and informed
28 management she could work until on or about November 10, 2025.

1 20. Defendant required Plaintiff to provide a formal written letter for the accommodation
2 request after initially accepting verbal requests.

3 21. On or about November 3 or November 5, 2025, Defendant removed Plaintiff from the
4 schedule completely for almost three weeks.

5 22. Defendant initially falsely claimed that no shifts were available at any house.

6 23. When Plaintiff confronted management with screenshots from Indeed showing multiple
7 houses urgently hiring for knock shift positions, Defendant redirected responsibility to higher
8 management including Robert Hernandez, the owner, and Vaughn Kamaly.

9 24. After Plaintiff persisted, Defendant offered her a position at a different location with pay
10 reduced from \$27.50 to \$25.00 per hour.

11 25. Defendant claimed the pay reduction was because the new position would no longer be a
12 lead position.

13 26. Other employees who stepped down from lead positions, including Anna Evans, Teresa,
14 Irene, and Eliza, were allowed to keep lead pay as PRN leads, but Plaintiff was not offered this
15 option.

16 27. Throughout Plaintiff's employment, Defendant failed to provide proper meal and rest breaks,
17 requiring Plaintiff to remain on premises during all breaks.

18 28. Defendant required Plaintiff to eat with clients during meal breaks and prohibited her from
19 leaving the premises, including not allowing her to go to her car during breaks.

20 29. Defendant did not obtain a valid meal period waiver despite requiring on-duty meal periods.

21 30. Despite not being provided with compliant meal and rest breaks, Defendant did not pay
22 premium pay for these missed breaks at Plaintiff's regular rate of pay.

23 31. Defendant repeatedly shorted Plaintiff on her paychecks, by approximately 8-20 hours each
24 pay period.

25 32. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to
26 perform work off the clock, including intervening with client behaviors that occurred outside the
27 home before she could clock in, for which she was not compensated.

1 33. Plaintiff repeatedly complained to management about missing hours from her paychecks
2 throughout her employment.

3 34. Plaintiff told coworkers to check their hours because she was missing hers, including
4 making this statement in front of management.

5 35. Despite Plaintiff's complaints, the chronic underpayment of wages continued throughout her
6 employment.

7 36. Plaintiff works approximately 8 hours per shift regularly, but sometimes works 9-10 hour
8 shifts and occasionally 16-hour shifts.

9 37. Plaintiff works five days per week and picks up overtime shifts when available.

10 38. Plaintiff uses a fingerprint time clock system to record her hours and keeps her own records.

11 39. Following Plaintiff's complaints about wages and accommodation requests, Defendant
12 retaliated against her by removing her from the schedule and offering reduced pay.

13 40. Defendants failed to provide Plaintiff with accurate wage statements because the wage
14 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
15 other things.

16 **PAGA ALLEGATIONS**

17 41. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
18 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
19 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
20 action brought by an aggrieved employee on behalf of himself or herself and other current or former
21 employees pursuant to the procedures outlined in Labor Code section 2699.3.

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

24 43. The aggrieved employee has provided written notice by online filing to the LWDA and by
25 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
26 Labor Code alleged to have been violated, including the facts and theories to support the alleged
27 violations; and
28

1 44. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
2 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
3 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
4 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
5 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
6 to any other penalties to which the employee may be entitled.

7 45. On February 24, 2026, Plaintiff provided written notice by online filing to the LWDA and
8 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
9 violated by Defendants, including the facts and theories to support the alleged violations.

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

13 47. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
14 and former, who were employed by Defendants within one year prior to February 24, 2026, through
15 final disposition of this action.”

16 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

17 48. On April 29, 2026, prior to initiating this complaint, Plaintiff filed with the California Civil
18 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
19 Retaliation against Defendant. On April 29, 2026, the CCRD issued a Notice of Case Closure and
20 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
21 order to enforce their rights under FEHA.

22 49. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
23 prerequisite to filing this action.

24 **FIRST CAUSE OF ACTION**

25 **Failure to Provide Compliant Meal Periods**

26 **By Plaintiff Against All Defendants**

27 50. Plaintiff incorporates by reference the paragraphs above.
28

1 51. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
2 employee for a work period of more than five hours per day without providing the employee with a
3 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
4 without providing the employee with a second meal period of not less than 30 minutes”.

5 52. An employer provides compliant meal breaks to its employees “if it relieves its employees
6 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
7 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
8 1004, 1040 (2012)).

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

12 54. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

13 55. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
14 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
15 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
16 11 Cal. 5th 858 (2021)).

17 56. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
18 break was missed.

19 57. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
20 penalties, attorney fees, and costs.

21 **SECOND CAUSE OF ACTION**

22 **Failure to Provide Compliant Rest Periods**

23 **By Plaintiff Against All Defendants**

24 58. Plaintiff incorporates by reference the paragraphs above.

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

1 60. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
3 5th 257, 269 (2016)).

4 61. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

5 62. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 63. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
10 break was missed.

11 64. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
12 penalties, attorney fees, and costs.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Pay for All Hours Worked**

15 **By Plaintiff Against All Defendants**

16 65. Plaintiff incorporates by reference the paragraphs above.

17 66. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
18 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
19 40 hours in a workweek.

20 67. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

21 68. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
22 penalties, attorney fees, and costs.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Pay All Overtime Owed**

25 **By Plaintiff Against All Defendants**

26 69. Plaintiff incorporates by reference the paragraphs above.

27 70. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
28 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the

seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

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

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

FIFTH CAUSE OF ACTION

Late Payment of Wages

By Plaintiff Against All Defendants

73. Plaintiff incorporates by reference the paragraphs above.

74. Pursuant to Labor Code section 204, an employer shall timely pay all wages earned by its employees during the applicable payroll period, and under Labor Code section 210, an employer is subject to penalties for failure to make such timely payments.

75. Throughout Plaintiff's employment, Defendant repeatedly failed to pay Plaintiff for all hours worked on the designated payday, shorting Plaintiff by approximately 8 to 20 hours each pay period.

76. When Plaintiff identified the discrepancies and submitted her own clock-in and clock-out records to management, Defendant acknowledged the errors and paid the outstanding wages - but only in the following pay period, not on the original pay date on which those wages were due.

77. Defendant did not pay Plaintiff any penalties or interest in connection with the late payment of wages owed.

78. This pattern of withholding earned wages and remitting them belatedly — and only after Plaintiff personally flagged the discrepancy - recurred throughout Plaintiff's employment and across multiple pay periods.

79. As a result of Defendant's failure to timely pay all wages on the designated paydays, Plaintiff suffered damages in an amount to be proven at trial, together with statutory penalties under Labor Code § 210 for each violation, plus interest, attorneys' fees, and costs.

1 **SIXTH CAUSE OF ACTION**

2 **Payroll Recordkeeping Violations**

3 **By Plaintiff Against All Defendants**

4 80. Plaintiff incorporates by reference the paragraphs above.

5 81. Pursuant to Labor Code section 1174, an employer shall maintain accurate payroll records
6 showing, among other things, the hours worked and wages paid to employees, and shall keep such
7 records for inspection as required by law.

8 82. Defendant required Plaintiff to clock in and out using a fingerprint-based time clock system.

9 83. Throughout her employment, Plaintiff independently tracked her own daily clock-in and
10 clock-out times in personal notes because the hours reflected in Defendant's payroll records did not
11 match the hours Plaintiff actually worked.

12 84. Each pay period, Plaintiff was missing approximately 8 to 20 hours from her paycheck,
13 requiring her to submit her own personal time records to management in order to obtain payment
14 for the hours Defendant's records failed to capture.

15 85. Upon review of Plaintiff's personal records, management acknowledged the discrepancies
16 and issued corrected payments - confirming that Defendant's own time records were inaccurate and
17 incomplete.

18 86. Additionally, Defendant's time records failed to capture all compensable time worked by
19 Plaintiff, including time spent addressing client behaviors that began outside the home before
20 Plaintiff was able to enter and clock in.

21 87. This pattern of inaccurate recordkeeping recurred across multiple pay periods throughout
22 Plaintiff's employment and was never self-corrected by Defendant; corrections occurred only after
23 Plaintiff raised the discrepancy each time.

24 88. As a result of Defendant's failure to maintain accurate records of hours worked and wages
25 paid, Plaintiff suffered damages in an amount to be proven at trial, together with all applicable
26 statutory penalties, interest, attorneys' fees, and costs.

1 **SEVENTH CAUSE OF ACTION**

2 **Wage Statement Penalties**

3 **By Plaintiff Against All Defendants**

4 89. Plaintiff incorporates by reference the paragraphs above.

5 90. Labor Code section 226(a) requires employers to provide itemized wage statements to its
6 employees that identify accurate information regarding their compensation. Defendants, as a matter
7 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
8 statements to Plaintiff in violation of Labor Code section 226(a).

9 91. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
10 and incomplete.

11 92. Defendants knowingly and intentionally issued wage statements that were inaccurate and
12 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
13 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

14 93. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
15 costs.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 94. Plaintiff incorporates by reference the paragraphs above.

20 95. Defendants' conduct described herein constitutes unfair competition.

21 96. Specifically, Defendants have gained an unfair advantage over other similarly situated
22 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
23 owed.

24 97. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
25 wrongfully withheld wages.

26 98. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **NINTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

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

4 99. Plaintiff incorporates by reference the paragraphs above.

5 100. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 101. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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

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

14 104. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

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

20 106. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

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

26 108. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
27 to Labor Code section 2699(g).
28

1 **TENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 et seq. – Disability Discrimination**

3 **By Plaintiff Against All Defendants**

4 109. Plaintiff incorporates by reference the paragraphs above.

5 110. Government Code § 12940(a) prohibits an employer from discriminating against an
6 employee in compensation or in terms, conditions, or privileges of employment because of the
7 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
8 condition" or "sex."

9 111. During their employment with Defendants, Plaintiff was subjected to discrimination based
10 on their disability (described supra).

11 112. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
12 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
13 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
14 the award of punitive and exemplary damages in an amount to be determined at trial.

15 113. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
16 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
17 below.

18 **ELEVENTH CAUSE OF ACTION**

19 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

20 **By Plaintiff Against All Defendants**

21 114. Plaintiff incorporates by reference the paragraphs above.

22 115. At all relevant times herein, Plaintiff was an individual with a disability as defined by
23 FEHA.

24 116. FEHA requires an employer to make reasonable accommodations for the known disabilities
25 of employees to enable them to perform a position's essential functions, unless doing so would
26 produce undue hardship to the employer's operations. Govt. Code §12940(m).

27 117. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
28 accommodations, as set forth herein.

1 118. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
2 with their disability.

3 119. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
4 required by law, to Plaintiff (described supra).

5 120. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
6 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
7 stated below.

8 **TWELFTH CAUSE OF ACTION**

9 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**
10 **Process**

11 **By Plaintiff Against All Defendants**

12 121. Plaintiff incorporates by reference the paragraphs above.

13 122. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

14 123. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
15 process with an employee to determine effective reasonable accommodations if an employee with a
16 disability so requests. The interactive process is the key mechanism for facilitating the integration of
17 disabled employees in the workplace and liability may be imposed on the employer for failing to
18 engage in the process.

19 124. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
20 accommodations, as set forth herein.

21 125. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
22 with their disability.

23 126. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
24 engaged in unlawful employment practices when they failed and refused to engage in the interactive
25 process (described supra).

26 127. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
27 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
28 damage as stated below.

1 **THIRTEENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**
3 **Accommodation**

4 **By Plaintiff Against All Defendants**

5 128. Plaintiff incorporates by reference the paragraphs above.

6 129. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
7 and each of them.

8 130. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
9 discriminating against a person for requesting accommodations, regardless of whether the request
10 was granted.

11 131. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
12 connection with their medical condition.

13 132. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
14 connection with their request for accommodations. Such violations were a proximate cause in
15 Plaintiff's damage as stated below.

16 **FOURTEENTH CAUSE OF ACTION**

17 **Violation of California Government Code § 12940 (k) – Failure to Prevent Discrimination,**
18 **Harassment, and Retaliation**

19 **By Plaintiff Against All Defendants**

20 133. Plaintiff incorporates by reference the paragraphs above.

21 134. At all relevant times, Defendants were “employers” within the meaning of the Fair
22 Employment and Housing Act and were subject to its provisions.

23 135. At all relevant times, Plaintiff was an employee of Defendants within the meaning of FEHA.

24 136. As alleged herein, Plaintiff was subjected to unlawful discrimination, harassment, and/or
25 retaliation based on her physical disability (thyroid condition); her requests for reasonable
26 accommodation of her disability; her requests for leave to care for herself and for a family member
27 with a serious health condition; and her complaints regarding Defendant's failure to pay all wages
28 owed, including chronic underpayment of earned wages across multiple pay periods.

1 137. Defendants knew or should have known of the discriminatory, harassing, and/or retaliatory
2 conduct.

3 138. Defendants failed to take all reasonable steps necessary to prevent discrimination,
4 harassment, and retaliation from occurring.

5 139. As a direct and proximate result of Defendants' failure to prevent discrimination,
6 harassment, and retaliation, Plaintiff suffered damages, including but not limited to lost wages, loss
7 of employment benefits, and emotional distress.

8 **FIFTEENTH CAUSE OF ACTION**

9 **Violation of California Labor Code § 98.6 - Retaliation for Wage Complaints**

10 **By Plaintiff Against All Defendants**

11 140. Plaintiff incorporates by reference the paragraphs above.

12 141. Plaintiff is and was at all relevant times a non-exempt, hourly employee of Defendant.

13 142. Throughout her employment, Plaintiff repeatedly complained to management that her
14 paychecks were missing between 8 and 20 hours of earned wages each pay period, and submitted
15 her own personal time records to document the discrepancies.

16 143. As alleged herein, Defendant acknowledged Plaintiff's complaints by issuing corrected
17 payments, yet the pattern of underpayment continued without self-correction across multiple pay
18 periods.

19 144. As alleged herein, following Plaintiff's repeated wage complaints, Defendant removed
20 Plaintiff from the work schedule completely for approximately three weeks and, when Plaintiff
21 sought reinstatement, offered her a position at a different location with a pay reduction from \$27.50
22 to \$25.00 per hour - a reduction not imposed on similarly situated employees who stepped down
23 from lead positions.

24 145. Defendant's adverse actions against Plaintiff were causally connected to Plaintiff's exercise
25 of her rights under the Labor Code, including her repeated internal complaints regarding
26 Defendant's failure to pay all wages earned.

1 146. As a direct and proximate result of Defendant's conduct, Plaintiff suffered lost wages,
2 emotional distress, and other damages in an amount to be proven at trial, together with statutory
3 penalties, reinstatement or front pay, interest, attorneys' fees, and costs of suit.

4 **SIXTEENTH CAUSE OF ACTION**

5 **Violation of California Labor Code § 232 - Retaliation for Wage Disclosure to Coworkers**
6 **By Plaintiff Against All Defendants**

7 147. Plaintiff incorporates by reference the paragraphs above.

8 148. Plaintiff is and was at all relevant times a non-exempt, hourly employee of Defendant
9 earning \$27.50 per hour.

10 149. As alleged herein, Plaintiff openly informed her coworkers, including in the presence of
11 management, that she was missing hours from her paychecks and urged them to check their own
12 pay for similar discrepancies.

13 150. Plaintiff's disclosure of her wage information to coworkers constitutes protected activity
14 under Labor Code § 232, which prohibits employers from retaliating against employees who
15 disclose the amount of their wages.

16 151. As alleged herein, following Plaintiff's disclosure of her wage information to coworkers,
17 Defendant removed Plaintiff from the work schedule for approximately three weeks and offered
18 Plaintiff a position at a reduced hourly rate of \$25.00 — a reduction not applied to other similarly
19 situated employees.

20 152. Defendant's adverse actions were causally connected to Plaintiff's disclosure of her wage
21 information to coworkers and her encouragement of coworkers to examine their own pay.

22 153. As a direct and proximate result of Defendant's conduct, Plaintiff suffered lost wages,
23 emotional distress, and other damages in an amount to be proven at trial, together with statutory
24 penalties, reinstatement or front pay, interest, attorneys' fees, and costs of suit.

25 **SEVENTEENTH CAUSE OF ACTION**

26 **Violation of California Labor Code § 1102.5 - Whistleblower Retaliation**
27 **By Plaintiff Against All Defendants**

28 154. Plaintiff incorporates by reference the paragraphs above.

1 155. Plaintiff is and was at all relevant times a non-exempt, hourly employee of Defendant.

2 156. Throughout her employment, Plaintiff reported to management - persons with authority to
3 investigate and correct the violations - that Defendant was systematically failing to pay all wages
4 earned, including by shorting her between 8 and 20 hours each pay period, failing to compensate
5 off-the-clock work, and failing to provide lawful meal and rest periods.

6 157. Plaintiff reasonably believed that Defendant's conduct constituted violations of California's
7 Labor Code, including provisions governing wage payment, off-the-clock work, and meal and rest
8 breaks.

9 158. As alleged herein, Plaintiff's disclosures were made to supervisors and management,
10 including Ada Sandoval, Robert Hernandez, and Vaughn Kamaly, each of whom had authority to
11 investigate, correct, or report the violations Plaintiff identified.

12 159. Following Plaintiff's repeated reports of Labor Code violations, Defendant removed Plaintiff
13 from the work schedule for approximately three weeks and, when Plaintiff sought reinstatement,
14 conditioned her return on accepting a pay cut from \$27.50 to \$25.00 per hour — an adverse
15 condition not imposed on other similarly situated employees.

16 160. Defendant's conduct was undertaken with the intent to discourage Plaintiff from continuing
17 to report and expose Defendant's Labor Code violations.

18 161. As a direct and proximate result of Defendant's conduct, Plaintiff suffered lost wages,
19 emotional distress, and other damages in an amount to be proven at trial, together with statutory
20 penalties, reinstatement or front pay, interest, attorneys' fees, costs of suit, and, to the extent
21 supported by the evidence, punitive damages.

22 **EIGHTEENTH CAUSE OF ACTION**

23 **Violation of California Government Code § 12945.2 et seq. - CFRA Interference and**
24 **Retaliation**
25 **By Plaintiff Against All Defendants**

26 162. Plaintiff incorporates by reference the paragraphs above.

27 163. At all relevant times, Defendants were “employers” within the meaning of CFRA and
28 employed the requisite number of employees to be covered by the statute.

1 164. At all relevant times, Plaintiff was an “eligible employee” within the meaning of CFRA.

2 165. Plaintiff has a thyroid condition requiring medication, constituting a serious health
3 condition.

4 166. Plaintiff's sister suffers from a serious health condition for which Plaintiff needed and
5 requested occasional time off to provide care.

6 167. Plaintiff requested accommodations in connection with her own serious health condition,
7 including an adjusted schedule due to her medication requirements.

8 168. Plaintiff also requested leave to care for her sister due to the serious health conditions of her
9 sister.

10 169. Plaintiff was entitled to take protected leave under CFRA for a qualifying reason, including
11 but not limited to her own serious health condition and/or care for a family member.

12 170. Plaintiff provided Defendants with sufficient notice of the need for CFRA leave as required
13 by law.

14 171. Defendants denied Plaintiff's exercise of CFRA rights by denying Plaintiff's request for time
15 off to care for her sister.

16 172. Defendants subjected Plaintiff to adverse employment actions, as described herein.

17 173. Defendant improperly disclosed Plaintiff's thyroid condition diagnosis to a non-payroll LVN
18 and forced Plaintiff to stay home from work based on her medical condition, rather than engaging in
19 any lawful leave process.

20 174. In or about November 2025, following Plaintiff's requests for leave and accommodation
21 related to her own and her sister's serious health conditions, Defendant removed Plaintiff from the
22 work schedule completely for approximately three weeks.

23 175. When Plaintiff sought to return to the schedule, Defendant offered her a position at a
24 different location with her pay reduced from \$27.50 to \$25.00 per hour — a reduction not imposed
25 on other employees who had similarly stepped down from lead positions, including Anna Evans,
26 Teresa, Irene, and Eliza.

27 176. Defendant initially claimed no shifts were available at any house, but when Plaintiff
28 presented screenshots from Indeed showing multiple Defendant locations actively and urgently

1 hiring for the same type of shift, Defendant redirected responsibility to senior management without
2 providing any legitimate explanation.

3 177. As a result of Defendant's conduct, Plaintiff suffered lost wages, emotional distress
4 including anxiety, depression, hair loss, and hypersomnia, and was unable to pursue planned
5 schooling due to the financial strain caused by Defendant's actions.

6 178. As a direct and proximate result of Defendant's interference with Plaintiff's leave rights and
7 retaliation against Plaintiff for exercising and attempting to exercise those rights, Plaintiff suffered
8 damages in an amount to be proven at trial, including lost wages and benefits, emotional distress
9 damages, statutory penalties, attorneys' fees, and costs.

10 **PRAYER FOR RELIEF**

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

12 **First - Second Cause of Action**

- 13 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 14 2. Interest
- 15 3. Attorneys' fees
- 16 4. Costs
- 17 5. Other relief the court deems proper

18 **Third Cause of Action**

- 19 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 20 2. Liquidated damages
- 21 3. Interest
- 22 4. Attorneys' fees
- 23 5. Costs
- 24 6. Other relief the court deems proper

25 **Fourth Cause of Action**

- 26 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 27 2. Interest
- 28 3. Attorneys' fees

4. Costs
5. Other relief the court deems proper

Fifth Cause of Action

1. Penalties pursuant to Labor Code section 210
2. Restitution of all wrongfully unpaid wages
3. Interest
4. Attorneys' fees
5. Costs
6. Other relief the court deems proper

Sixth Cause of Action

1. Penalties pursuant to Labor Code section 1174
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Seventh Cause of Action

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

Eighth Cause of Action

1. Restitution of all wrongfully withheld wages
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Ninth Cause of Action

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

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

3. Attorneys' fees

4. Costs

5. Other relief the court deems proper

Tenth - Fourteenth Cause of Action

1. Compensatory damages

2. Punitive damages

3. Attorneys' fees

4. Costs

5. Other relief the court deems proper

Fifteenth Cause of Action

1. Compensatory damages

2. Emotional distress damages

3. Penalties pursuant to Labor Code 98.6(b)(1)

4. Attorneys' fees

5. Costs

6. Other relief the court deems proper

Sixteenth Cause of Action

1. Compensatory damages

2. Emotional distress damages

3. Reinstatement to Plaintiff's former position and rate of pay

4. Interest

5. Attorneys' fees

6. Costs

7. Other relief the court deems proper

Seventeenth Cause of Action

1. Compensatory damages

- 1 2. Emotional distress damages
- 2 3. Punitive damages
- 3 4. Penalties pursuant to Labor Code 1102.5(f)
- 4 5. Attorneys' fees
- 5 6. Costs
- 6 7. Other relief the court deems proper

7 Eighteenth Cause of Action

- 8 1. Compensatory damages
- 9 2. Emotional distress damages
- 10 3. Reinstatement to Plaintiff's former position, shift, and rate of pay
- 11 4. Attorneys' fees
- 12 5. Costs
- 13 6. Other relief the court deems proper

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16 DATED: April 29, 2026

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Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff

JURY TRIAL DEMAND

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

DATED: April 29, 2026

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff