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ROMAN SLYUSARCHUK

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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Hillary Simonson, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS
UNLIMITED JURISDICTION

Case No. CV-26-001568

ROMAN SLYUSARCHUK, a California
resident,

Plaintiff,

v.

NEWPORT LLC, a California limited
liability company, KALESTA
HEALTHCARE GROUP, LLC, a California
limited liability company, and HARRIS
LACHANCE, a California resident, and
DOES 1 through 20, inclusive,

Defendants.

**PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR DAMAGES AND
REQUEST FOR INJUNCTION**

1. Whistleblower Retaliation (LC 1102.5)
2. Healthcare Retaliation (H&SC 1278.5)
3. Disability Discrimination (FEHA)
4. Failure to Engage Interactive Process (FEHA)
5. Unlawful Disability Retaliation (FEHA)
6. Failure to Timely Pay Wages (LC 204)
7. Failure to Reimburse Expenses (LC 2802)
8. Unlawful Retaliation (LC 98.6)
9. Wrongful Termination (Common Law)
10. Failure to Pay Wages at Term. (LC 203)
11. Failure to Produce Pay Records (LC 226)
12. Failure to Provide Wage Statements (LC226)
13. Unfair Competition (B&P 17200)
14. Private Attorneys General Act (PAGA)

JURY TRIAL DEMANDED

Plaintiff Roman Slyusarchuk (“Plaintiff”) alleges as follows:

PARTIES

1. Plaintiff is a California resident who was an employee of Defendant Newport LLC (“Newport”) at its healthcare facility known Almond Vista Healthcare (“Almond Vista”) from December 15, 2021 until his wrongful termination on December 12, 2025.

2. Newport is a California limited liability company doing business as Almond Vista at 2030 Evergreen Ave., Modesto, CA 95350.

3. Defendant Kalesta Healthcare Group, LLC (“Kalesta”) is a California limited liability company that provides executive and other support services to Almond Vista and is a co-employer of Plaintiff and an alter ego of Newport.

4. Defendant Harris LaChance (“LaChance”) is a California resident and the Administrator of Almond Vista who, in that role, was Plaintiff’s direct supervisor.

5. The true names and capacities of Defendants named as Does 1 through 20, inclusive, are presently unknown to Plaintiff. Accordingly, Plaintiff will seek leave to amend this Complaint for Damages to set forth the true names and capacities of these fictitiously named Defendants if and when they are ascertained.

6. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants, whether named or fictitious, was acting in concert or participation with each other, or were joint participants and collaborators in the acts complained of herein, or were co-conspirators, joint venturers, owners, principals, partners, agents, officers, employees, and/or integrated enterprises for each of the other Defendants, and in doing the things alleged to have been done herein acted within the course and scope of such agency, partnership, ownership, conspiracy, joint venture, and/or integrated enterprise, and each and all of them were acting in concert one with the other, all together. Plaintiff is further

1 informed and believes and based thereon alleges that the acts and conduct herein alleged of each such
2 Defendant were known to, authorized by, and/or ratified and approved by the other Defendants.

3 **JURISDICTION AND VENUE**

4 7. This is a civil action for claims under the California Labor Code ("Labor Code"), the
5 California Health & Safety Code ("Health & Safety Code"), the California Government Code
6 ("Government Code"), the California Business & Professions Code ("Business & Professions Code"),
7 and California common law.
8

9 8. This Court has jurisdiction over this action and each and every named Defendant
10 pursuant to the California Constitution, Article VI, Section 10 and the California Code of Civil
11 Procedure ("C.C.P.") §410.10.
12

13 9. The monetary relief which Plaintiff seeks is in excess of the jurisdictional minimum
14 required by this Court and will be established by Plaintiff according to proof at trial.

15 10. Venue of this action is proper in the County of Stanislaus under C.C.P. §395 and §395.5
16 because Plaintiff resides in and worked for Defendants in this county; Defendants do business in this
17 county; Defendants' illegal actions and/or omissions occurred in this county; and Plaintiff suffered
18 losses and damages in this county.
19

20 **ALTER EGO ALLEGATIONS**

21 11. Plaintiff is informed and believes, and thereon alleges, that at all times relevant hereto
22 there existed a unity of interest in ownership between Defendants Newport and Kalesta such that the
23 individuality and separateness between them ceased and that an alter ego relationship existed between
24 and among them making the actions/omissions of one of them the actions/omissions of the other. This
25 alter ego relationship existed by virtue of the following:
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(a) Plaintiff is informed and believes, and thereon alleges, that at all times relevant hereto Kalesta controlled, dominated, managed, and influenced the business, property, and affairs of Newport as its alter ego;

(b) Plaintiff is informed and believes, and thereon alleges, that at all times relevant hereto Newport has been and is now a mere shell and naked framework that Kalesta used, and continues to use, as a conduit for the conduct of business, property, and affairs;

(c) Plaintiff is informed and believes, and thereon alleges, that at all times relevant hereto Newport and Kalesta, and each of them, failed to comply with or observe the required formalities and requirements of a California corporation formation and/or operation;

(d) Plaintiff is informed and believes, and thereon alleges, that at all times relevant hereto Newport was organized as a device to avoid liability and for the purpose of substituting a legally irresponsible and inadequately funded corporation in the place and stead of itself; and/or

(e) Plaintiff is informed and believes, and thereon alleges, that at all times relevant hereto the individuality of Newport has been and is now a sham and fiction and therefore should be disregarded pursuant to the doctrine of piercing the corporate veil.

GENERAL ALLEGATIONS

12. On December 8, 2021, Newport offered Plaintiff a position as part-time Physical Therapist Assistant License Applicant pursuant to a written offer letter dated December 8, 2021. Plaintiff's pay was \$25.00/hour. Plaintiff accepted Newport's offer and commenced work on December 15, 2021.

13. Plaintiff was, by all accounts, an excellent employee. Every single year, he received accolades and pay raises, as follows:

1 May 20, 2022 – promotion to Physical Therapist Assistant and a pay increase to \$36.00/hour

2 August 1, 2022 – pay increase to \$42.00/hour

3 March 26, 2023 – pay increase to \$43.00/hour

4 April 4, 2023 – outstanding annual review

5 May 26, 2023 – named “Employee of the Month”

6 May 31, 2024 – outstanding annual review

7 June 2, 2024 – pay increase to \$45.00/hour

8 February 23, 2025 – pay increase to \$46.50/hour

9 April 13, 2025 – promotion to Director of Rehab and a 45% pay increase to \$140,000/year

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11 14. Following 4 years of promotions, pay raises, and accolades, however, things changed for
12 Plaintiff. And it all started in **November 2025** when Plaintiff stood up to LaChance and refused to go
13 along with his boss’ scheme to commit Medicare fraud – by illegally pressuring Plaintiff and other
14 Almond Vista employees to extend Medicare patients’ stays in the facility even though Medicare
15 guidelines required those patients to be discharged.

16
17 15. The incentive to increase Medicare patients’ stays comes from the higher reimbursement
18 amount that Almond Vista received from Medicare compared to other payors. Plaintiff is informed and
19 believes, and thereon alleges, that the reimbursement to the facility from a Medicare patient’s 1-night
20 stay can be up to 250% more than the reimbursement that Almond Vista receives from a Kaiser patient
21 or privately insured patient. Thus, by improperly extending a Medicare patient’s stay when they were
22 showing insufficient improvement to allow them to stay per Medicare guidelines, LaChance would earn
23 a substantial amount of additional revenue for Almond Vista.

24
25 16. LaChance was so determined to increase Almond Vista’s revenue, and his own
26 compensation, that he routinely pressured Plaintiff and other Almond Vista employees to commit
27 Medicare fraud by improperly extending patient stays. LaChance’s pressure tactics came in the form of

1 text messages or other communications reminding his team that they had to hit a certain pre-set number
2 of Medicare nights that month. In one such communication, LaChance wrote that his team would not be
3 allowed any more pizza or wings at their meetings unless “Medicare [stays] gets up past 18!” In another
4 communication, LaChance texted Plaintiff and urged him to make the facility’s Medicare patient-nights
5 total for the month “as long [high] as it’s ever been!!” In yet another text, LaChance told Plaintiff that
6 Plaintiff had to hit 19 Medicare patient-nights that month if he wanted to get his bonus.

7
8 17. Other times, LaChance’s pressure was verbal. LaChance was constantly reminding his
9 team that “Our Medicare stay has to be X this month!” Plaintiff was not the only Almond Vista
10 employee who endured LaChance’s relentless pressure to extend patient’s Medicare stays. Another
11 employee, Respiratory Therapist Vanessa Evans, also felt so pressured to inflate her services for her
12 Medicare patients – and thus drive-up revenue to satisfy LaChance – that she complained directly to
13 Kalesta’s Chief Nursing Officer Jeff Murray.

14
15 18. Against this backdrop, on **November 17, 2025**, LaChance texted Plaintiff and
16 questioned why a particular patient, R.H., was being discharged. Plaintiff replied by text and explained
17 that the care team determined on November 12, 2025 that Patient R.H. no longer met Medicare
18 guidelines and, thus, was required to be discharged. LaChance was clearly annoyed by this decision and
19 by Plaintiff’s insistence on strictly following Medicare guidelines. Indeed, Plaintiff was later told by
20 Case Manager Shanae Reynolds (“Ms. Reynolds”) that LaChance had tried to pressure her, too, into
21 extending Patient R.H.’s stay. Ms. Reynolds told Plaintiff that LaChance got angry with her, too, when
22 she mentioned to him the need to follow Medicare guidelines.

23
24 19. Four days later, on **November 21, 2025**, Plaintiff was sitting in his office, with his door
25 open, when he heard LaChance march into the Case Management Office to question Ms. Reynolds and
26 her assistant, Lisa Evans, why another patient, J.E., was being discharged. LaChance quickly became
27

1 angry, raised his voice, and began demanding that they change Patient J.E.'s discharge date – again, to
2 extend the patient's stay beyond the Medicare guidelines to drive-up revenue for Almond Vista and to
3 increase LaChance's compensation.

4 20. LaChance was so aggressive and angry, and what he was demanding was so obviously
5 Medicare fraud, that Plaintiff felt compelled to intervene to try and de-escalate the situation. Plaintiff
6 walked over to the Case Managers Office and calmly explained to LaChance that Patient J.E. was
7 required to be discharged because he no longer met the Medicare criteria. In addition, Plaintiff
8 explained, that two days prior the Director of Nursing, Terry Raines ("Ms. Raines"), told Case Manager
9 Ms. Reynolds to discharge Patient J.E. As a result, Plaintiff explained to LaChance, they were following
10 the Director of Nursing's instructions, as well, by discharging the patient.

11 21. Upon being confronted, LaChance erupted, "I am the boss here! I don't care what
12 [Director of Nursing] Terry says. I'll be talking to her, too, right after this." Plaintiff replied to this
13 outburst by telling LaChance that it was "critical" to follow Medicare guidelines when making discharge
14 determinations. In addition, Plaintiff told LaChance that he and the rest of the team would appreciate
15 being supported by LaChance, rather than being attacked, because they were "doing their jobs" by
16 making discharge determinations based solely on the Medicare guidelines.

17 22. Following this disturbing and stressful encounter with LaChance on **November 21,**
18 **2025**, Plaintiff went straight to HR and filed a formal whistleblower complaint against LaChance. In his
19 complaint, a copy of which is attached as Exhibit A and incorporated herein, Plaintiff explained how
20 LaChance was attempting to force his subordinates to violate Medicare guidelines by extending
21 Medicare patient stays. Despite Plaintiff's complaint raising serious legal and regulatory issues, it was
22 never investigated. No one contacted Plaintiff to learn more. Plaintiff's complaint was simply ignored.

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23. Just days later, on **December 9, 2025**, Plaintiff was summoned to LaChance's office. When Plaintiff arrived to LaChance's office, Plaintiff found LaChance waiting for him along with HR Manager, Rex Esguerra ("Mr. Esguerra"). LaChance first handed Plaintiff a form entitled "Corrective/Disciplinary Action Form" that had been back-dated to December 3, 2025, a copy of which is attached as Exhibit B and incorporated herein, falsely accusing Plaintiff of "many instances" of "trying to get reimbursed without approval" and submitting reimbursement requests for "excessive amounts." Then, LaChance handed Plaintiff a written performance improvement plan ("PIP"), a copy of which is attached as Exhibit C and incorporated herein. The supposed justification for the PIP was a list of 6 vague, made-up performance "problems" that Plaintiff had never heard of, or been counseled about, before – "time management," "failure to hold staff accountable," "proper execution of job," "20% group – unable to achieve," and "90% productivity – unable to achieve."

24. After receiving this false, retaliatory write-up and PIP, Plaintiff again went to complain to HR Manager Mr. Esguerra about LaChance's ongoing illegal conduct. During this meeting with HR, Plaintiff also informed Mr. Esguerra that Plaintiff was filing a new request to take his remaining baby-bonding leave in January 2026.

25. The next day, on **December 10, 2025**, while Plaintiff and others were attending their usual Patient-Driven Payment Model ("PDPM") morning meeting, Director of Nursing Ms. Raines came in and asked the group if anyone knew anything about a complaint that had been anonymously filed with the State of California. That complaint, it turns out, raised with the State of California the very same Medicare fraud issue that Plaintiff had been complaining about.

26. Sue Thao, the Health Facilities Evaluator for the California Department of Public Health, was in the building that morning of December 10, 2025, and Ms. Raines was not happy about it. Everyone in the meeting, including Plaintiff, denied having made the complaint or knowing anything

1 about it. Later that same day, at around 1:50pm, Ms. Raines marched into Plaintiff's office. "We know
2 you're the whistleblower!" Ms. Raines declared. "I can't believe you would go this route to hurt the
3 facility!" Plaintiff was stunned.

4 27. Immediately after enduring Ms. Raines' inappropriate and illegal outburst, Plaintiff went
5 to HR to report it. A copy of Plaintiff's written complaint to HR is attached as Exhibit D and
6 incorporated herein. During his meeting with HR, Plaintiff told Mr. Esguerra that he felt he was being
7 illegally "targeted" and asked Mr. Esguerra what his "next steps" should be. Mr. Esguerra, who had
8 already heard Plaintiff's complaints about mistreatment from LaChance, agreed with Plaintiff. "I feel
9 you're being targeted, too," Mr. Esguerra replied. "I'm going to escalate this situation to someone higher
10 because I don't think you're being treated fairly, either," Mr. Esguerra said. When Plaintiff told Mr.
11 Esguerra that his doctor was going to put him out on medical leave because of the severe stress he was
12 experiencing at work, Mr. Esguerra replied, "You should do whatever you believe is best for yourself."
13 With that, Mr. Esguerra ended the meeting with Plaintiff promising he would "talk to" Ms. Raines about
14 her conduct and try to get her to "calm down."

15 28. The next day, **December 11, 2025**, Plaintiff went back to HR to speak with Mr.
16 Esguerra about the events of the last two days – being placed on an unfair PIP by LaChance, being
17 confronted and falsely accused by Ms. Raines, and suffering severe stress and anxiety as a result.
18 Plaintiff complained again how unfairly he was being treated and asked what Mr. Esguerra
19 recommended that he do. Mr. Esguerra replied, "If you believe you are being treated unfairly, you
20 should file another grievance report." At 3:00pm that same day, Plaintiff followed HR's advice and
21 submitted another complaint of unfair treatment, a copy of which is attached as Exhibit E and
22 incorporated herein.

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29. The next day, **December 12, 2025**, LaChance summoned Plaintiff to his office, fired him, presented him with a written severance agreement (a copy of which is attached as Exhibit F and incorporated herein) with a \$10,000.00 severance offer, and immediately started pressuring Plaintiff to sign it. “I saw your request for baby bonding leave, which you don’t get paid for, so you really ought to sign this,” LaChance said. Plaintiff asked how much time he had to consider the lengthy legal document, and Mr. Esguerra replied, “Five days.” But then LaChance overruled Mr. Esguerra, saying “I would like your decision by 5:00pm today.” Plaintiff declined to sign the agreement that day, and his successful 4-year career with Almond Vista ended.

30. After requesting that his final wages be mailed to him, Plaintiff received his final paycheck on **December 16, 2025**. Included in that mailing was a “Separation of Employment Form,” a copy of which is attached as Exhibit G and incorporated herein, that falsely stated the reason for Plaintiff’s termination was “mutual separation.”

PRIVATE ATTORNEY GENERAL ACT (“PAGA”) ALLEGATIONS

31. Labor Code §2698 *et seq.* is known as the Private Attorneys General Act (“PAGA”) and allows individual employees to bring representative actions against their employers and other persons on behalf of the State of California to collect penalties owing to the State of California for violations of the Labor Code and/or any applicable IWC Wage Order(s).

32. Labor Code §2699(c)(1) defines an “aggrieved employee” as any person who was employed by the alleged violator(s) and personally suffered each of the violations alleged during the applicable one-year limitations period. Plaintiff is an aggrieved employee within the meaning of Labor Code §2699(c)(1).

33. On February 13, 2026, Plaintiff complied with the requirements of Labor Code §2699.3 by filing a PAGA claim notice with the Labor & Workforce Development Agency (“LWDA”) that

provided the facts and theories supporting 14 separate Labor Code violations committed by Defendants against Plaintiff and the other “aggrieved employees.” Plaintiff submitted the \$75 filing fee to the LWDA, as required by Labor Code §2699.3(a)(1)(B), along with this filing. The LWDA assigned Case No. LWDA-CM-1157303-26 to Plaintiff’s PAGA claim. A true and correct copy of Plaintiff’s Claim Notice is attached hereto as Exhibit H and incorporated herein by reference.

34. Plaintiff served his PAGA claim notice on Defendants on February 13, 2026.

35. The LWDA did not provide notice of an intent to investigate Plaintiff’s allegations on or before the legal deadline of April 19, 2026. As a result, Plaintiff has exhausted his administrative remedies, is now allowed to bring PAGA claims in this action and is doing so by virtue of filing this First Amended Complaint for Damages and Request for Injunction.

FIRST CAUSE OF ACTION
WHISTLEBLOWER RETALIATION
(Violation of Labor Code §1102.5)
(Against All Defendants)

36. Plaintiff incorporates each of the allegations in paragraphs 1 through 35 above.

37. Labor Code §1102.5(b) states that an employer or “any person” acting on behalf of an employer “shall not retaliate against an employee for disclosing information...to a person with authority over the employee or another employee who has the authority to investigate, discover, and correct the violation or noncompliance...if the employee has reason to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

38. Labor Code §1102.5(c) states that an employer or “any person” acting on behalf of an employer “shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

39. At all times herein mentioned, Plaintiff was an “employee” of Newport and Kalesta and, as such, was protected by Labor Code §1102.5(b) and §1102.5(c) from unlawful retaliation for (a) complaining about LaChance’s illegal comments and conduct, and/or (b) refusing to participate in LaChance’s illegal conduct in violation of federal Medicare guidelines.

40. At all times herein mentioned, Newport and Kalesta were “employers” within the meaning of Labor Code §1102.5 and, thus, are each liable for their violations of that statute.

41. At all times herein mentioned, LaChance was a “person” within the meaning of Labor Code §1102.5 and, thus, are each liable for their violations of that statute.

42. As described above, beginning on November 21, 2025, and continuing through the date he was terminated on December 12, 2025, Plaintiff repeatedly reported and complained to LaChance and HR, both verbally and in writing, about (a) LaChance’s and Ms. Raines’ illegal and retaliatory comments and conduct, (b) how LaChance was violating federal Medicare guidelines and improperly pressuring Plaintiff and other employees to do the same, and (c) how Plaintiff and other employees were refusing to go along with LaChance’s illegal scheme.

43. As described above, Defendants unlawfully retaliated against Plaintiff under Labor Code §1102.5, including but not limited to wrongfully terminating him on December 12, 2025, as a result of Plaintiff “blowing the whistle” and reporting and complaining to LaChance and HR, both verbally and in writing, about (a) LaChance’s and Ms. Raines’ illegal and retaliatory comments and conduct, (b) how LaChance was violating federal Medicare guidelines and improperly pressuring Plaintiff and other employees to do the same, and (c) how Plaintiff and other employees were refusing to go along with LaChance’s illegal scheme.

44. As described above, Plaintiff’s reporting and complaining to HR was a contributing factor in Defendants’ unlawful retaliation against Plaintiff.

46. As a direct, foreseeable, and proximate of result Defendants' unlawful retaliation against Plaintiff, Plaintiff has suffered and continues to suffer substantial losses in earnings and has incurred other economic losses including but not limited to front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial.

47. As a further direct, foreseeable, and proximate result of Defendants' unlawful retaliation against Plaintiff, Plaintiff has suffered and continues to suffer emotional distress, humiliation, shame, and embarrassment, in an amount according to proof at trial.

48. Defendants committed the wrongful actions and/or omissions described herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of the rights or safety of Plaintiff and others. Accordingly, Plaintiff is entitled to recover punitive damages from Defendants, and each of them, in an amount according to proof at trial.

49. Pursuant to Labor Code §1102.5(f), Plaintiff is entitled to a civil penalty against Defendants, and each of them, in the amount of \$10,000.

50. In addition, pursuant to Labor Code § 1102.5(j), Plaintiff is entitled to an award of his reasonable attorneys' fees and costs (including expert witness costs) incurred in connection with this action, in addition to all other damages and remedies allowed by law.

WHEREFORE, Plaintiff prays for judgment as set forth below.

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SECOND CAUSE OF ACTION
HEALTHCARE WHISTLEBLOWER RETALIATION
(Violation of Health & Safety Code §1278.5)
(Against Newport and Kalesta)

51. Plaintiff incorporates each of the allegations in paragraphs 1 through 50 above.

52. Health & Safety Code §1278.5(b)(1) states that is unlawful for a “health facility” to discriminate or retaliate against an employee who has done either of the following: (A) “Presented a grievance, complaint, or report to the facility, to an entity or agency responsible for accrediting or evaluating the facility, or the medical staff of the facility, or to any other governmental entity,” or (B) “Initiated, participated, or cooperated in an investigation or administrative proceeding related to the quality of care, services, or conditions at the facility that is carried out by an entity or agency responsible for accrediting or evaluating the facility or its medical staff, or governmental entity.”

53. Health & Safety Code §1278.5(d)(2) states that unlawful discrimination or retaliation of an employee includes the “discharge, demotion, suspension, or any unfavorable changes in, or breach of, the terms or conditions of a contract, employment, or privileges of the employee.”

54. Health & Safety Code §1278.5(g) states that an employee who has been discriminated against by a health facility “shall be entitled to reinstatement, reimbursement for lost wages and work benefits caused by the acts of the employer, and the legal costs associated with pursuing the case, or to any remedy deemed warranted by the court pursuant to this chapter or any other applicable provision of statutory or common law.”

55. At all times herein mentioned, Plaintiff was an “employee” of Newport and Kalesta and was protected by Health & Safety Code §1278.5 from unlawful retaliation.

56. At all times herein mentioned, Almond Vista was a “health facility” within the meaning of Health & Safety Code §1278.5(i) and, thus, was prohibited from discriminating or retaliating against Plaintiff for raising “grievances, complaints, or grievances.”

57. As described above, Plaintiff raised numerous “grievances, complaints, or reports” to Almond Vista about LaChance’s illegal conduct, the services LaChance was providing, and attempting to force others to provide, to Almond Vista’s patients, and the stressful and intolerable conditions under which Plaintiff and others were forced to work due to LaChance’s statements and conduct.

58. As described above, Newport and Kalesta unlawfully discriminated and retaliated against Plaintiff within the meaning of Health & Safety Code §1278.5(d)(2) by, among other things, making “unfavorable changes” to Plaintiff’s working conditions and privilege and, ultimately, wrongfully terminating him on December 12, 2025.

59. As described above, Plaintiff’s raising of grievances, complaints, or reports” to Almond Vista was a contributing factor in Newport’s and Kalesta’s unlawful discrimination and retaliation against Plaintiff.

60. Pursuant to Health & Safety Code §1278.5(d)(1), because Newport and Kalesta took numerous adverse employment actions against Plaintiff, including but not limited to wrongfully terminating him on December 12, 2025, within 120 days of Plaintiff engaging in protected activity under Health & Safety Code §1278.5, there is a “rebuttal presumption” that Newport and Kalesta engaged in unlawful discrimination and retaliation against Plaintiff.

61. As a direct, foreseeable, and proximate result Newport’s and Kalesta’s unlawful retaliation against Plaintiff, Plaintiff has suffered and continues to suffer substantial losses in earnings and has incurred other economic losses including but not limited to front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial.

62. As a further direct, foreseeable, and proximate result of Newport’s and Kalesta’s unlawful retaliation against Plaintiff, Plaintiff has suffered and continues to suffer emotional distress, humiliation, shame, and embarrassment, in an amount according to proof at trial.

63. Newport and Kalesta committed the wrongful actions and/or omissions described herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of the rights or safety of Plaintiff and others. Accordingly, Plaintiff is entitled to recover punitive damages from Newport and Kalesta, and each of them, in an amount according to proof at trial.

64. In addition, pursuant to Health & Safety Code §1278.5(g), Plaintiff is entitled to an award of his reasonable attorneys' fees and costs (including expert witness costs) incurred in connection with this action, in addition to all other damages and remedies allowed by law.

WHEREFORE, Plaintiff prays for judgment as set forth below.

THIRD CAUSE OF ACTION
UNLAWFUL DISCRIMINATION BASED ON DISABILITY
(Violation of FEHA – Government Code §12940 *et seq.*)
(Against Newport and Kalesta)

65. Plaintiff incorporates each of the allegations in paragraphs 1 through 64 above.

66. At all times herein mentioned, California's Fair Employment & Housing Act ("FEHA"), codified at Government Code §12940 *et seq.*, was in full force and effect and fully binding upon Newport and Kalesta as an "employer" in the State of California.

67. Government Code §12940(j)(1) states that it is an unlawful employment practice in California for an employer to discriminate against an employee on the basis of disability status.

68. At all times herein mentioned, Plaintiff was an "employee" of co-employers Newport and Kalesta and, as such, was protected by FEHA from workplace discrimination by either/both of them on the basis of his disability.

69. As described above, Newport and Kalesta knew as of December 10, 2025 that Plaintiff was suffering from a mental disability that was limiting his ability to work (among other major life activities) as a result of LaChance's ongoing campaign of retaliation and discrimination.

70. At all times during his disability, Plaintiff was able to perform the essential functions of his job, either with or without a reasonable accommodation.

71. As described above, Newport and Kalesta unlawfully discriminated against Plaintiff on the basis of disability by, among other things, wrongfully terminating him on December 12, 2025 – two days after Plaintiff first disclosed his disability and asked HR for an accommodation, and one day after Plaintiff informed HR that his doctor was placing him on stress leave.

72. As described above, Plaintiff's disability was a substantial motivating factor in Newport's and Kalesta's wrongful discrimination against Plaintiff.

73. As a direct, foreseeable, and proximate result of Newport's and Kalesta's unlawful discrimination against Plaintiff, Plaintiff has suffered and continues to suffer substantial losses in earnings and has incurred other economic losses including but not limited to front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial.

74. As a further direct, foreseeable, and proximate result of Newport's and Kalesta's unlawful discrimination against Plaintiff, Plaintiff has suffered and continues to suffer emotional distress, humiliation, shame, and embarrassment, in an amount according to proof at trial.

75. Newport and Kalesta committed the wrongful actions and/or omissions described herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of the rights or safety of Plaintiff and others. Accordingly, Plaintiff is entitled to recover punitive damages from Newport and Kalesta, and each of them, in an amount according to proof at trial.

76. In addition, pursuant to Government Code §12965(c)(6), Plaintiff is entitled to an award of his reasonable attorneys' fees and costs (including expert witness costs) incurred in connection with this action, in addition to all other damages and remedies allowed by law.

1 77. Plaintiff exhausted his administrative remedies under FEHA prior to initiating this action
2 by filing a charge of unlawful workplace discrimination with the CRD (Case No. 202602-33577013)
3 and receiving his right-to-sue letter on February 13, 2026.

4 WHEREFORE, Plaintiff prays for judgement as set forth below.

5
6 **FOURTH CAUSE OF ACTION**
7 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**
8 **(Violation of FEHA – Government Code §12940 *et seq.*)**
9 **(Against Newport and Kalesta)**

10 78. Plaintiff incorporates each of the allegations in paragraphs 1 through 77 above.

11 79. At all times herein mentioned, California’s Fair Employment & Housing Act (“FEHA”),
12 codified at Government Code §12940 *et seq.*, was in full force and effect and fully binding upon
13 Newport and Kalesta as an “employer” in the State of California.

14 80. Government Code §12940(n) states that it is an unlawful employment practice in
15 California for an employer to “fail to engage in a timely, good faith, interactive process with the
16 employee or applicant to determine effective reasonable accommodations, if any, in response to a
17 request for reasonable accommodation by an employee or applicant with a known physical or mental
18 disability or known medical condition.”

19 81. As described above, Plaintiff was a disabled “employee” of co-employers Newport and
20 Kalesta and, as such, was guaranteed the right to an “interactive process” with Newport and Kalesta as
21 set forth in Government Code §12940(n).

22 82. As described above, Plaintiff first disclosed his disability to HR and asked for an
23 accommodation on December 10, 2025. The next day, Plaintiff again asked HR for an accommodation –
24 this time, for the specific accommodation of stress leave – due to his doctor’s diagnosis.
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83. As described above, Plaintiff was willing to engage in the interactive process with Newport and Kalesta in order to determine whether stress leave or some other reasonable accommodation might exist to allow Plaintiff to perform the essential functions of his job.

84. As described above, Newport and Kalesta failed to participate in any interactive process with Plaintiff and, instead, terminated him two days after Plaintiff first disclosed his disability and asked HR for an accommodation, and one day after Plaintiff informed HR that his doctor was placing him on stress leave.

85. Newport and Kalesta could have made a reasonable accommodation to Plaintiff – allowing him to go on his doctor’s requested stress leave, as one example among many – during the interactive process that should have taken place but never did.

86. As a direct, foreseeable, and proximate result of Newport’s and Kalesta’s failure to engage in the interactive process, Plaintiff has suffered and continues to suffer substantial losses in earnings and has incurred other economic losses including but not limited to front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial.

87. As a further direct, foreseeable, and proximate result of Newport’s and Kalesta’s failure to engage in the interactive process, Plaintiff has suffered and continues to suffer emotional distress, humiliation, shame, and embarrassment, in an amount according to proof at trial.

88. Newport and Kalesta committed the wrongful actions and/or omissions described herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of the rights or safety of Plaintiff and others. Accordingly, Plaintiff is entitled to recover punitive damages from Newport and Kalesta, and each of them, in an amount according to proof at trial.

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89. In addition, pursuant to Government Code §12965(c)(6), Plaintiff is entitled to an award of his reasonable attorneys' fees and costs (including expert witness costs) incurred in connection with this action, in addition to all other damages and remedies allowed by law.

90. Plaintiff exhausted his administrative remedies under FEHA prior to initiating this action by filing a charge of unlawful failure to engage in the interactive process with the CRD (Case No. 202602-33577013) and receiving his right-to-sue letter on February 13, 2026.

WHEREFORE, Plaintiff prays for judgement as set forth below.

FIFTH CAUSE OF ACTION
UNLAWFUL RETALIATION BASED ON DISABILITY
(Violation of FEHA – Government Code §12900 *et seq.*)
(Against All Newport and Kalesta)

91. Plaintiff incorporates each of the allegations in paragraphs 1 through 90 above.

92. At all times herein mentioned, California's Fair Employment & Housing Act ("FEHA"), codified at Government Code §12900 *et seq.*, was in full force and effect and fully binding upon Newport and Kalesta as "employers" in the State of California. Specifically, FEHA states that it is an unlawful employment practice in California for an employer to retaliate against an employee for engaging in protected activity, which is defined by Government Code §§12940(h) to include opposing and reporting unlawful discrimination and/or harassment and by Government Code §12940(m)(2) to include requesting a disability accommodation.

93. At all times herein mentioned, Plaintiff was an "employee" of Newport and Kalesta and was protected by FEHA from unlawful retaliation in the workplace.

94. As described above, Plaintiff engaged in protected activity under FEHA by (a) reporting to his employer the discrimination and retaliation he was enduring in the workplace, (b) reporting to his employer that he was suffering severe emotional distress and anxiety as a result of such discrimination and retaliation, (c) reporting to his employer that his physician was placing him on stress leave and

asking for an accommodation, and (d) requesting the balance of his job-protected baby bonding leave to have time away from the toxic workplace.

95. As described above, as a result of Plaintiff engaging in protected activity, Newport and Kalesta unlawfully retaliated against Plaintiff in violation of FEHA, up to and including wrongfully terminating him on December 12, 2025.

96. As detailed above, Plaintiff's engagement in protected activity was a substantial motivating factor in Newport's and Kalesta's unlawful retaliation against Plaintiff.

97. As a direct, foreseeable, and proximate result of Newport's and Kalesta's unlawful retaliation against Plaintiff, Plaintiff has suffered and continues to suffer substantial losses in earnings and has incurred other economic losses including but not limited to front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial.

98. As a further direct, foreseeable, and proximate result of Newport's and Kalesta's failure to engage in the interactive process, Plaintiff has suffered and continues to suffer emotional distress, humiliation, shame, and embarrassment, in an amount according to proof at trial.

99. Newport and Kalesta committed the wrongful actions and/or omissions described herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of the rights or safety of Plaintiff and others. Accordingly, Plaintiff is entitled to recover punitive damages from Newport and Kalesta, and each of them, in an amount according to proof at trial.

100. In addition, pursuant to Government Code §12965(c)(6), Plaintiff is entitled to an award of his reasonable attorneys' fees and costs (including expert witness costs) incurred in connection with this action, in addition to all other damages and remedies allowed by law.

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101. Plaintiff exhausted his administrative remedies under FEHA prior to initiating this action by filing a charge of unlawful failure to engage in the interactive process with the CRD (Case No. 202602-33577013) and receiving his right-to-sue letter on February 13, 2026.

WHEREFORE, Plaintiff prays for judgment as set forth below.

SIXTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES DUE
(Violation of California Labor Code §§200, 204, and 210(a))
(Against Newport and Kalesta)

102. Plaintiff incorporates each of the allegations in paragraphs 1 through 101 above.

103. Labor Code §200 defines “wages” as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.”

104. Labor Code §204(a) provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination, are due and payable between the 16th and 26th day of the month during which the labor was performed.

105. Labor Code §204(a) further provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination, are due and payable between the 1st and 10th day of the following month.

106. Labor Code §204(c) provides that it is a violation of Labor Code §204(a) when the payment of wages for weekly, biweekly, or semimonthly payroll are paid “more than seven calendar days following the close of the payroll period.”

107. Starting in October 2024, Almond Vista announced that it was offering a “referral bonus” of \$5,000 to any employee who referred a full-time occupational therapist, a full-time physical therapist, or a full-time speech language pathologist. This referral bonus offer continued into 2025, and official

1 notices titled "ATTENTION ALL STAFF" were posted throughout the facility in 2025 to remind
2 employees about the bonus offer. A photograph of one such notice is attached as Exhibit H and
3 incorporated herein. The only condition to earning the bonus was that the referred employee had to work
4 1 month of full-time employment; following that, the bonus was earned and would be paid to the
5 referring employee.
6

7 108. In June 2025, Plaintiff reached out to Carolyn Ly ("Ms. Ly"), a previous student at
8 Almond Vista, about the opportunity to come to work for the facility. Ms. Ly expressed her interest, and
9 Plaintiff formally referred her as a possible candidate. Almond Vista interviewed Ms. Ly and ultimately
10 hired her on June 24, 2025. Following her hiring, when Plaintiff approached LaChance in his office to
11 inquire about the referral bonus, LaChance replied, "There is no bonus. I would never sign off on
12 something like that." Plaintiff then went to HR to report the issue. Plaintiff said to Mr. Esguerra, "How
13 can there be no bonus when there are posters throughout the facility?" Mr. Esguerra had no response,
14 and no bonus was ever paid to Plaintiff.
15

16 109. As described above, Newport and Kalesta, and each of them, have failed to timely pay
17 Plaintiff the wages he was owed within the time period required by Labor Code §204, in an amount
18 according to proof at trial.
19

20 110. Labor Code §210 provides that an employer who fails to pay an employee all wages due
21 by the due dates set forth in Labor Code §204 is subject to a penalty of \$100 for the initial late payment
22 and \$200 for every subsequent violation plus 25% of the amount wrongfully withheld.
23

24 111. Labor Code §218.5 provides that an employee who is not paid all wages due is entitled to
25 recover his reasonable attorneys' fees and costs in addition to all unpaid wages owed, plus interest.
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1 112. Accordingly, Plaintiff is entitled to recover from Defendants all unpaid wages owed plus
2 penalties, interest, reasonable attorneys' fees, and costs of suit, in an amount according to proof at trial.

3 WHEREFORE, Plaintiff prays for judgment as set forth below.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE BUSINESS EXPENSES**
6 **(Violation of Labor Code §2802)**
7 **(Against Newport and Kalesta)**

8 113. Plaintiff incorporates each of the allegations in paragraphs 1 through 112 above.

9 114. Labor Code §2802(a) requires an employer to "indemnify his or her employee for all
10 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
11 or her duties, or of his or her obedience to the directions of the employer."

12 115. Plaintiff has incurred necessary expenditures or losses in the direct consequence of his
13 duties and/or obedience to the directions of Newport and/or Kalesta. For example, Plaintiff was required
14 to download to his personal cell phone an app known as "Signal," which Plaintiff was required to check
15 throughout the day for updates from Case Managers or other important messages. Plaintiff was also
16 required to download another app known as "PayCom" in order to clock in/out, manage his schedule,
17 submit time off requests, and check to see if other employees were calling in sick. At no time was
18 Plaintiff given any reimbursement for this necessary use of his personal phone or the accompanying data
19 plan that was required for the cell phone to function.
20

21 116. As another example, Plaintiff was also frequently required to work from home. This was
22 especially true starting in April 2025 when he was promoted to the exempt position of Director of
23 Rehabilitation. But it was also true before that, when Plaintiff was in his various non-exempt positions –
24 he frequently had to answer emails, respond to text messages, or do other work after hours and on
25 weekends, all of which required him to have home internet access. At no time was Plaintiff given any
26 reimbursement for the cost of the home internet service that was necessary to allow him to do his job.
27

117. As another example, Plaintiff was frequently required to purchase food for work-related meetings. Plaintiff was usually reimbursed for his purchases, but there were two expenses from December 4, 2025 for food for the “Triple Check” meeting that LaChance illegally refused to reimburse: one was for \$54.21 and the other was for \$281.70.

118. As another example, on multiple occasions Plaintiff was denied mileage reimbursement after using his personal vehicle to attend to business matters. For example, on October 14, 2025, Plaintiff was required to drive 1.2 miles to pick up food for a work event from Olive Garden, but he was never reimbursed for that. On November 14, 2025, Plaintiff was required to drive 8 miles to attend a meeting at Kaiser Hospital, but he was never reimbursed for that. There were several other occasions, most commonly for work parties being thrown for co-workers’ birthdays, when Plaintiff was requested to drive 20 miles combined to pick up sushi or other food for the event, but he was never reimbursed for those trips, either.

119. To date, Newport and Kalesta, and each of them, have failed to indemnify Plaintiff for all such necessary business expenses or losses, despite Plaintiff’s repeated requests.

120. Labor Code §2802(c) awards Plaintiff reasonable attorneys’ fees and costs of suit incurred in his attempt to obtain reimbursements owed to him under Labor Code §2802(a).

121. Accordingly, Plaintiff is entitled to recover from Newport and Kalesta, and each of them, all unreimbursed necessary business expenses or losses, plus reasonable attorneys’ fees and costs of suit, in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment as set forth below.

EIGHTH CAUSE OF ACTION
UNFAIR RETALIATION
(Violation of Labor Code §98.6)
(Against All Defendants)

122. Plaintiff incorporates each of the allegations in paragraphs 1 through 121 above.

124. At all times herein mentioned, Plaintiff was an “employee” of Defendants and was protected by Labor Code §98.6 from unlawful retaliation for exercising his lawful rights.

125. At all times herein mentioned, Defendants were “persons” within the meaning of Labor Code §98.6(a) and, thus, are each liable for their violations of that statute.

126. As described above, Plaintiff exercised his lawful rights by (a) engaging in protected activity by reporting LaChance's inappropriate and unfair comments and conduct, (b) engaging in protected activity by reporting LaChance's unlawful discrimination and retaliation, and (c) disclosing his disability and requesting a reasonable accommodation.

127. As a result of Plaintiff's exercise of his lawful rights as described above, Defendants unlawfully retaliated against Plaintiff under Labor Code §98.6, including but not limited to wrongfully terminating him on December 12, 2025.

128. As described above, Plaintiff's exercise of his lawful rights was a contributing factor in Defendants' unlawful retaliation against Plaintiff.

129. Pursuant to Labor Code §98.6(b)(1), because Defendants took numerous adverse employment actions against Plaintiff, up to and including wrongfully terminating him on December 12, 2025, within 90 days of Plaintiff engaging in protected activity under Labor Code §98.6, there is a “rebuttable presumption in favor of [Plaintiff’s] claim.”

130. Pursuant to Labor Code §98.6(b)(1), Plaintiff is entitled to recover from Defendants all lost wages and benefits caused by Defendants' unlawful retaliation.

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PLAINTIFF’S FIRST AMENDED COMPLAINT FOR DAMAGES AND REQUEST FOR INJUNCTIVE RELIEF

131. Pursuant to Labor Code §98.6(b)(1), Plaintiff is also entitled to reinstatement.

132. Pursuant to Labor Code §98.6(b)(3), Plaintiff is also entitled to a civil penalty from Defendants in the amount of \$10,000.00.

133. In addition, pursuant to Civil Code §1021.5, Plaintiff is entitled to an award of his reasonable attorneys' fees and costs (including expert witness costs) incurred in connection with this action, in addition to all other damages and remedies allowed by law.

WHEREFORE, Plaintiff prays for judgment as set forth below.

NINTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(California Common Law)
(Against Newport and Kalesta)

134. Plaintiff incorporates each of the allegations in paragraphs 1 through 133 above.

135. As described above, Newport and Kalesta terminated Plaintiff on December 12, 2025.

136. Newport's and Kalesta's termination of Plaintiff was illegal and wrongful because it violated several important public policies underlying both state and federal laws, including but not limited to the Labor Code, Government Code, and the Business & Professions Code that prohibit California employers from:

(a) Discriminating and retaliating against an employee for exercising rights afforded to him by law (Labor Code §§98.6, 1102.5);

(b) Discriminating against an employee on account of his disability status (Government Code §12940 *et seq.*);

(c) Failing to engage in the interactive process (Government Code §12940 *et seq.*);

(d) Failing to pay Plaintiff all of his earned wages, failing to give Plaintiff accurate wage statements, and failing to reimburse Plaintiff's necessary business expenditures (Labor Code §§200, 204, 210, 226, and 2802); and/or

(e) Engaging in unfair, unlawful, and/or deceptive trade practices. (Business & Professions Code §17200).

137. As a direct, foreseeable, and proximate result of Newport's and Kalesta's wrongful termination of Plaintiff in violation of public policy, Plaintiff has suffered and continues to suffer substantial losses in earnings and has incurred other economic losses including but not limited to front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial.

138. As a further direct, foreseeable, and proximate result of Newport and Kalesta's wrongful termination of Plaintiff in violation of public policy, Plaintiff has suffered and continues to suffer emotional distress, humiliation, shame, and embarrassment, in an amount according to proof at trial.

139. Newport and Kalesta committed the wrongful actions and/or omissions described herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of the rights or safety of Plaintiff and others. Accordingly, Plaintiff is entitled to recover punitive damages from Newport and Kalesta, and each of them, in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment as set forth below.

TENTH CAUSE OF ACTION
FAILURE TO PAY WAGES OWED AT TERMINATION
(Violation of Labor Code §§201 and 203)
(Against Newport and Kalesta)

140. Plaintiff incorporates each of the allegations in paragraphs 1 through 139 above.

141. Labor Code §201 provides that, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

142. Labor Code §203 provides that, in the event an employer discharges an employee and fails to pay all of the discharged employee's earned and unpaid wages at the time of termination, the

discharged employee's wage continues, at his/her/their final rate of pay, as a penalty from the termination date until paid, but in no event for more than 30 days ("waiting time penalties").

143. As described above, Newport and Kalesta terminated Plaintiff on December 12, 2025.

144. As described above, Newport and Kalesta terminated Plaintiff without paying him, at the time of his termination, all of his earned and owed wages – all of which still remain unpaid to this day.

145. Accordingly, Plaintiff is entitled to recover waiting time penalties against Newport and Kalesta, and each of them, under Labor Code §203 equal to 8 hours per day for 30 days at Plaintiff's final rate of pay, in addition to all of his owed wages, in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment as set forth below.

ELEVENTH CAUSE OF ACTION
FAILURE TO TIMELY PRODUCE PAYROLL RECORDS
(Violation of Labor Code §226)
(Against All Defendants)

146. Plaintiff incorporates each of the allegations in paragraphs 1 through 145 above.

147. Labor Code §226(b) provides that an employer "shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer."

148. Labor Code §226(c) provides that an employer who receives a request for payroll records must produce those records "no later than 21 calendar days from the date of the request."

149. On December 23, 2025, Plaintiff's counsel sent a letter to Mr. Esguerra requesting Plaintiff's payroll records and personnel file.

150. On December 31, 2025, Mr. Esguerra produced Plaintiff's personnel file, but his production of Plaintiff's payroll records was incomplete. Mr. Esguerra produced payroll records for Plaintiff only going back only to 2023, improperly omitting Plaintiff's 2021 and 2022 payroll records

and, instead, illegally producing the W-2s for every other Newport and Kalesta employee from 2021 and 2022 – almost 1,000 pages of sensitive financial information *for every employee but Plaintiff*.

151. Immediately upon receiving Mr. Esguerra’s incomplete payroll records production, Plaintiff’s counsel emailed Mr. Esguerra, informed him of his massive error, requested the proper 2021 and 2022 payroll records for Plaintiff, and urged Mr. Esguerra to have Almond Vista’s counsel contact him. As of this writing, Mr. Esguerra has never replied to that email, no one has ever contacted Plaintiff’s counsel, and no one has ever produced Plaintiff’s remaining payroll records.

152. Labor Code §226(f) awards Plaintiff a penalty in the amount of \$750 for Defendants’ failure to produce the requested payroll records within 21 calendar days, as required by California law. In addition, Labor Code §226(h) awards Plaintiff his reasonable attorneys’ fees and costs.

153. Accordingly, Plaintiff is entitled to recover from Defendants his attorneys’ fees and costs of suit, a penalty in the amount of \$750, and interest in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment as set forth below.

TWELFTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Violation of California Labor Code §226)
(Against Newport and Kalesta)

154. Plaintiff incorporates each of the allegations in paragraphs 1 through 153 above.

155. Labor Code §226(a) provides that, at the time of each payment of wages, the employer must provide its employee with an “accurate, itemized statement in writing” that shows, among other required information, (a) the employee’s gross wages earned, (b) the total hours worked by the employee, (c) the employee’s net wages earned, and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

156. As described above, when Newport and Kalesta failed to pay Plaintiff all wages owed to him and failed to reimburse Plaintiff for all necessary expenses he incurred, then by definition Newport

and Kalesta failed to provide Plaintiff with proper, accurate wage statements for those pay periods as required by Labor Code §226(a).

157. Accordingly, pursuant to Labor Code §226(e), Plaintiff is entitled to recover pay stub violation penalties from Newport and Kalesta, and each of them, equal to \$50 for the initial pay period in which a violation occurred and \$100 for each subsequent violation, up to a maximum of \$4,000, plus reasonable attorneys' fees and costs of suit, in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment as set forth below.

THIRTEENTH CAUSE OF ACTION
UNFAIR COMPETITION
(Violation of Business & Professions Code §17200)
(Against All Defendants)

158. Plaintiff incorporates each of the allegations in paragraphs 1 through 157 above.

159. Business and Professions Code §17200 *et seq.* prohibits all persons in the State of California from engaging in "unfair competition," which is defined to "mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."

160. As described above, Defendants have engaged in unfair, unlawful, or fraudulent business practices in violation of Business & Professions Code §17200 *et seq.*, and thereby have deprived Plaintiff of fundamental rights and privileges, including but not limited to:

(a) The Right to Be Timely Paid All Wages Due – As described above, Defendants have a policy and/or practice of not paying their employees all of their earned wages within the time periods required by California law. Labor Code §§204 and 210(a) state unequivocally that such policy and/or practice of Defendants is unfair, unlawful, and/or fraudulent in the State of California.

(b) The Right to Accurate Wage Statements – As described above, Defendants have a policy and/or practice of failing to provide its employees with accurate wage statements that contain all of the

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information required by California law. Labor Code §226 states unequivocally that such policy and/or practice of Defendants is unfair, unlawful, and/or fraudulent in the State of California.

(c) The Right to Be Paid All Wages Owed at Termination – As described above, Defendants have a policy and/or practice of not paying their employees all of their wages due at termination. Labor Code §§201 and 203 state unequivocally that such policy and/or practice of Defendants is unfair, unlawful, and/or fraudulent in the State of California.

(d) The Right to Be Indemnified Against Business Expenses and Losses. As described above, Defendants have a policy and/or practice of not reimbursing their employees for their necessary business expenses and losses. Labor Code §2802 states unequivocally that such policy and/or practice of Defendants is unfair, unlawful, and/or fraudulent in the State of California.

(e) The Right to Be Free from Unlawful Discrimination and Retaliation – As described above, Defendants have a policy and/or practice of engaging in unlawful disability discrimination and retaliation in violation of FEHA. Government Code §12940 *et seq.* states unequivocally that such discrimination and retaliation in employment is unfair, unlawful, and/or fraudulent in the State of California.

(f) The Right to an Interactive Process and Reasonable Accommodation – As described above, Defendants have a policy and/or practice of denying disabled employees an interactive process and reasonable accommodation in violation of FEHA. Government Code §12940 *et seq.* states unequivocally that such denials are unfair, unlawful, and/or fraudulent in the State of California.

(g) The Right to Timely Production of Payroll Records – As described above, Defendants have a policy and/or practice of not producing payroll records timely upon request. Labor Code §226 states unequivocally that an employer's failure to timely produce payroll records is unfair, unlawful, and/or fraudulent in the State of California.

1 161. Defendants' numerous violations of the Labor Code and the Government Code are
2 against public policy in this State and constitute unfair, unlawful, and/or fraudulent business practices in
3 violation of Business & Professions Code §17200 *et seq.*

4 162. By and through the unfair, unlawful, and/or fraudulent business practices of Defendants
5 described herein, Plaintiff has suffered injury in fact in that Defendants, and each of them, have obtained
6 valuable property, money, and/or services from Plaintiff and have deprived Plaintiff of valuable rights
7 and benefits guaranteed by law.

8 163. Plaintiff is entitled to and does seek such relief as may be necessary to restore to him to
9 the money and property which Defendants have acquired and/or of which Plaintiff has been deprived by
10 Defendants by means of the above-described unfair, unlawful, and/or fraudulent business practices, in an
11 amount according to proof at trial.

12 164. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries he
13 has suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business practices. As
14 a result of Defendants' unfair, unlawful, and/or fraudulent business practices, Plaintiff has suffered and
15 will continue to suffer irreparable harm unless Defendants are restrained from continuing to engage in
16 said unfair, unlawful, and/or fraudulent business practices.

17 165. Plaintiff has incurred, and continues to incur, attorneys' fees as a result of Defendants'
18 unfair, unlawful, and/or fraudulent business practices described above. Accordingly, pursuant to C.C.P.
19 §1021.5, Plaintiff is entitled to recover his reasonable attorneys' fees and costs in an amount according
20 to proof at trial, in addition to all other available remedies.

21 WHEREFORE, Plaintiff prays for judgment as set forth below.

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FOURTEENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)
(Penalties Under Labor Code §§2698 *et seq.*)
(Against All Defendants)

166. Plaintiff incorporates each of the allegations in paragraphs 1 through 165 above.

167. As discussed above, on February 13, 2026, Plaintiff complied with the requirements of California Labor Code §2699.3 by filing his PAGA claim notice with the LWDA, by serving the notice on Defendants, and by paying the required filing fee. Plaintiff exhausted his administrative remedies with respect to his PAGA claim notice, and all of the PAGA claims contained therein, on April 19, 2026 (65 days after the date of the PAGA claim notice).

168. A true and correct copy of Plaintiff’s February 13, 2026 PAGA claim notice is attached hereto as Exhibit H and is incorporated herein by reference. Pursuant to Labor Code §2699(a), Plaintiff claims for himself and all other aggrieved current and former California employees of Defendants the penalties provided for by the cited violations of the Labor Code by Defendants, and each of them, as outlined in Plaintiff’s February 13, 2026 PAGA claim notice.

169. As alleged above, Defendants Newport and Kalesta are merely the alter egos of one another. As such, the individuality of each Defendant has been and is now a sham and fiction and therefore should be disregarded pursuant to the doctrine of piercing the corporate veil for the numerous violations of the Labor Code. Furthermore, LaChance is/was the employer and/or a person acting on behalf of an employer in causing the Labor Code violations alleged herein and is therefore personally liable for penalties pursuant to Labor Code §§ 558 and 558.1.

170. Pursuant to PAGA, Plaintiff and the other aggrieved current and former California employees of Defendants are entitled to 35% of the total of the civil penalties that Plaintiff collects on behalf of the State of California for the Labor Code violations he suffered, as well as all those Labor

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Code violations suffered by each and every other aggrieved current and former California employee of Defendants.

171. Further, Plaintiff is entitled to recover from Defendants, and each of them, attorneys' fees and costs of suit.

WHEREFORE, Plaintiff prays for judgment as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief against Defendants, and each of them, either as (a) the alter egos of each other making the actions/omissions of one of them the actions/omissions of the others, or (b) as the person explicitly liable under the relevant common law and/or Labor Code, Government Code, and/or Business & Professions Code, as follows:

FIRST CAUSE OF ACTION
WHISTLEBLOWER RETALIATION
(Violation of Labor Code §1102.5)
(Against All Defendants)

1. For compensatory damages, including but not limited to losses in earnings, front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial;

2. For general damages for the emotional distress, humiliation, shame, and embarrassment Plaintiff has suffered and continues to suffer, in an amount according to proof at trial;

3. For a civil penalty in the amount of \$10,000.00, payable entirely to Plaintiff pursuant to Labor Code §1102.5(f);

4. For exemplary and/or punitive damages sufficient to punish and deter Defendants, in an amount according to proof at trial;

5. For pre-judgment and post-judgment interest to the extent allowed by law;

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6. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

7. For such other and further relief as the Court deems proper and just.

SECOND CAUSE OF ACTION
HEALTHCARE RETALIATION
(Violation of Health & Safety Code §1278.50)
(Against Newport and Kalesta)

1. For compensatory damages, including but not limited to losses in earnings, front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial;

2. For general damages for the emotional distress, humiliation, shame, and embarrassment Plaintiff has suffered and continues to suffer, in an amount according to proof at trial;

3. For exemplary and/or punitive damages sufficient to punish and deter Newport and Kalesta, and each of them, in an amount according to proof at trial;

4. For pre-judgment and post-judgment interest to the extent allowed by law;

5. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

6. For such other and further relief as the Court deems proper and just.

THIRD CAUSE OF ACTION
UNLAWFUL DISCRIMINATION BASED ON DISABILITY
(Violation of FEHA – Government Code §12940 *et seq.*)
(Against All Newport and Kalesta)

1. For compensatory damages, including but not limited to losses in earnings, front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial;

2. For general damages for the emotional distress, humiliation, shame, and embarrassment Plaintiff has suffered and continues to suffer, in an amount according to proof at trial;

3. For exemplary and/or punitive damages sufficient to punish and deter Newport and Kalesta, and each of them, in an amount according to proof at trial;

4. For pre-judgment and post-judgment interest to the extent allowed by law;

5. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

6. For such other and further relief as the Court deems proper and just.

FOURTH CAUSE OF ACTION
FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS
(Violation of Government Code §12940 *et seq.*)
(Against All Newport and Kalesta)

1. For compensatory damages, including but not limited to losses in earnings, front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial;

2. For general damages for the emotional distress, humiliation, shame, and embarrassment Plaintiff has suffered and continues to suffer, in an amount according to proof at trial;

3. For exemplary and/or punitive damages sufficient to punish and deter Newport and Kalesta, and each of them, in an amount according to proof at trial;

4. For pre-judgment and post-judgment interest to the extent allowed by law;

5. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

6. For such other and further relief as the Court deems proper and just.

FIFTH CAUSE OF ACTION
UNLAWFUL RETALIATION BASED ON DISABILITY
(Violation of FEHA – Government Code §12940 *et seq.*)
(Against All Newport and Kalesta)

1. For compensatory damages, including but not limited to losses in earnings, front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial;

2. For general damages for the emotional distress, humiliation, shame, and embarrassment Plaintiff has suffered and continues to suffer, in an amount according to proof at trial;

3. For exemplary and/or punitive damages sufficient to punish and deter Newport and Kalesta, and each of them, in an amount according to proof at trial;

4. For pre-judgment and post-judgment interest to the extent allowed by law;

5. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

6. For such other and further relief as the Court deems proper and just.

SIXTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES DUE
(Violation of California Labor Code §§200, 204, and 210(a))
(Against All Defendants)

1. For unpaid wages owing to Plaintiff in an amount according to proof at trial;

2. For a penalty of \$100 plus 25% of the amount wrongfully withheld from payment;

3. For pre-judgment and post-judgment interest to the extent allowed by law;

4. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

5. For such other and further relief as the Court deems proper and just.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EMPLOYEE EXPENSES
(Violation of California Labor Code §2802)
(Against Newport and Kalesta)

1. For compensatory damages equal to the amount of costs, expenses, and losses incurred by Plaintiff in the direct consequence of the discharge of his duties or of his obedience to the directions of his employers as required by California law, in an amount according to proof at trial;

2. For pre-judgment and post-judgment interest to the extent allowed by law;

3. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

4. For such other and further relief as the Court deems proper and just.

EIGHTH CAUSE OF ACTION
UNLAWFUL RETALIATION
(Violation of Labor Code §98.6)
(Against All Defendants)

1. For compensatory damages, including but not limited to losses in earnings, back pay, front pay, and other sums and benefits, in an amount according to proof at trial;

2. For a civil penalty in the amount of \$10,000, payable entirely to Plaintiff pursuant to Labor Code §§98.6(b)(3);

3. For reinstatement of Plaintiff to his prior position at Almond Vista with all prior compensation and benefits he held at the time of his illegal termination;

4. For general damages for the emotional distress, humiliation, shame, and embarrassment Plaintiff has suffered and continues to suffer, in an amount according to proof at trial;

5. For exemplary and/or punitive damages sufficient to punish and deter Newport and Kalesta, and each of them, in an amount according to proof at trial;

6. For attorneys' fees and costs of suit, including expert witness fees, under California Labor Code §1021.5, in an amount according to proof at trial;

7. For pre-judgment and post-judgment interest to the extent allowed by law; and

8. For such other and further relief as the Court deems proper and just.

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NINTH CAUSE OF ACTION
WRONGFUL TERMINATION
(California Common Law)
(Against Newport and Kalesta)

1. For compensatory damages, including but not limited to losses in earnings, front pay, back pay, and other lost compensation and benefits, in an amount according to proof at trial;
2. For general damages for the emotional distress, humiliation, shame, and embarrassment Plaintiff has suffered and continues to suffer, in an amount according to proof at trial;
3. For exemplary and/or punitive damages sufficient to punish and deter Newport and Kalesta, and each of them, in an amount according to proof at trial;
4. For pre-judgment and post-judgment interest to the extent allowed by law; and
5. For such other and further relief as the Court deems proper and just.

TENTH CAUSE OF ACTION
FAILURE TO PAY WAGES AT TERMINATION
(Violation of Labor Code §§201 and 203)
(Against Newport and Kalesta)

1. For “waiting time” penalties equal to 30 days’ pay, at 8 hours a day at Plaintiff’s last hourly rate of pay for 30 days, in an amount according to proof at trial;
2. For pre-judgment and post-judgment interest to the extent allowed by law; and
3. For such other and further relief as the Court deems proper and just.

ELEVENTH CAUSE OF ACTION
FAILURE TO TIMELY PRODUCE PAYROLL RECORDS
(Violation of Labor Code §226)
(Against Newport and Kalesta)

1. For a statutory penalty in the amount of \$750 pursuant to Labor Code §226(f);
2. For pre-judgment and post-judgment interest to the extent allowed by law;

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3. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

4. For such other and further relief as the Court deems proper and just.

TWELFTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Violation of California Labor Code §226)
(Against Newport and Kalesta)

1. For compensatory damages equal to the greater of (a) Plaintiff's actual damages, or (b) \$50 for the initial pay period in which a violation of Labor Code §226 occurs and \$100 for each violation in a subsequent pay period, not to exceed \$4,000, in an amount according to proof at trial;

2. For pre-judgment and post-judgment interest to the extent allowed by law;

3. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

4. For such other and further relief as the Court deems proper and just.

THIRTEENTH CAUSE OF ACTION
UNFAIR COMPETITION
(Violation of Business & Professions Code §17200)
(Against All Defendants)

1. For a declaration by the Court that Defendants' wrongful actions and/or omissions contained herein are in violation of the public policy of the State of California, including but not limited to those public policies contained in the California Constitution, the Labor Code, the California Government Code, and the California Business & Professions Code;

2. For a preliminary and permanent injunction to prevent Defendants from using unfair, unlawful, or fraudulent business practices in the future;

3. For a further order to restore to Plaintiff any and all money and property which Defendants may have acquired by means of any unfair, unlawful, or fraudulent business practice;

4. For a further order to restore to Plaintiff the value of any compensation, benefits, or other sums of which he was deprived of by virtue of Defendants' unfair, unlawful, or fraudulent business practices;

5. For exemplary and/or punitive damages sufficient to punish and deter Defendants, in an amount according to proof at trial;

6. For pre-judgment and post-judgment interest to the extent allowed by law;

7. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

8. For such other and further relief as the Court deems proper and just.

FOURTEENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT (PAGA)
(Penalties Under Labor Code §§2698 *et seq.*)
(Against All Defendants)

1. Pursuant to Labor Code §2699(a), for each of Defendants' numerous violations of the Labor Code against Plaintiff and/or all other aggrieved current and former California employees, the civil penalties awarded under Labor Code §§ 98.6(b)(3), 210, 225.5, 226.3, 256, 1102.5(f), and 1174.5;

2. Pursuant to Labor Code § 2699(f), for civil penalties of \$100 or \$200 for each aggrieved employee per pay period, for Defendants' violations of the following Labor Code provisions against Plaintiff and all other aggrieved current and former employees: Labor Code §§ 201, 204, 216, 226, 558.1, 1198, and 2802;

3. For pre-judgment and post-judgment interest to the extent allowed by law;

4. For attorneys' fees and costs of suit, including expert witness fees, in an amount according to proof at trial; and

5. For such other and further relief as the Court deems proper and just.

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JURY TRIAL DEMANDED

Plaintiff hereby demands a jury trial.

Dated: August 4, 2026

WORKPLACE LEGAL,
A PROFESSIONAL LAW CORPORATION



By: _____
Jeffrey S. Sloan, Esq.

ATTORNEYS FOR PLAINTIFF
ROMAN SLYUSARCHUK

Exhibit A

Grievance/Harassment Complaint Form

Name of the Complainant: Roma Syusarchuk
Department: Rehab
Phone Number: 209-809-7432
E-mail: rslyusarchuk@almandustahc.com
Today's Date: 11/21/25

Name of the Accused: Harris Le Chance
Department: Administration
Relationship of the Accused to the Complainant (manager, co-worker, client, etc.): Boss
Phone Number: 801-647-8171
E-mail: h.Lchance@almandustahc.com

Date of Incident:

(If more than one event, please report each event on a separate form.)

Where did the specific event occur?

Case management office

Please explain the events that occurred.

Administrator asking to extend specific patients on skilled services without a justifiable cause.

How did you react to the situation? Did you take any action to stop perceived inappropriate behavior?

Explained Medicare guidelines and mentored the needs to stay ~~professional~~ professional

Describe the harm you have suffered because of the event.

Were there any witnesses to this specific event? (If yes, please provide their names.)

Mental suffering & stress (Shanac + Lisa)

Is there any physical evidence that supports your complaint? If so, please describe or attach copy of evidence.

All verbal

What is your desired outcome of the investigation?

Any outcome to reduce my stress levels + follow
medicare guidelines

The information provided in this complaint is true and correct to the best of my knowledge. I am willing to cooperate fully in the investigation of my complaint and provide whatever evidence Almond Vista Healthcare deems relevant.

Signature

A handwritten signature in black ink, appearing to be a stylized 'R' or 'J' followed by a long horizontal stroke.

Date: 11/21/25

Please return this form to Human Resources.

Exhibit B

CORRECTIVE/DISCIPLINARY ACTION FORM

Name Roman Stryusavchuk Date 12/5/25

Job Title DJR Supervisor Barrie Lockman

Level of Corrective Action:

☐ Oral Counseling (no employee signature needed) ☒ Written Warning ☐ Suspension ☐ Termination

Problem: (violation of rules, standards, practices or unsatisfactory job performance)

☐ Absenteeism ☐ Dress Code ☐ Attitude ☐ Policy Violation
☐ Tardiness ☐ Poor Customer Service ☐ Other: _____

Detail: (what, where, when, how)

Trying to get reimbursed without approval. Many
instances ordering food without prior approval. As
well as excessive amounts
- Not showing for in person for a year meeting planned
weeks in advance

Prior Discussion and/or Warnings:

☐ No ☒ Yes If yes, dates: _____

Summary of Corrective Action:

Either Terry or myself will order food if asked
by Roman

Consequences of Failure to Improve:

further disciplinary action

Employee Comments:

Re-evaluation meeting scheduled for: _____

Employee signature: [Signature] Date: 12/9/25

☒ If employee refuses to sign, check box and sign as witness PO

Supervisor signature: _____ Date: _____

Administrator signature: [Signature] Date: 12/5/25
(required)

File the Corrective/Disciplinary Action form in the employee's personnel file.
Corrective/Disciplinary Action forms may affect performance evaluations.

Exhibit C

PERFORMANCE IMPROVEMENT PLAN

Name Roman Sivaschuk Date 12/9/25
Job Title Dot Supervisor Mr. [Signature]

Detail Areas of Concern/Problem: (what, where, when, how)

- Time management
- Holding staff accountable
- Poor attitude
- Proper execution of Job
- 207. Group - unable to achieve
- 407. productivity

Prior Discussion and/or Warnings:

☐ No ☒ Yes If yes, dates: _____

Improvement Needed/Performance Expectations:

All issues above need to improve

Resources/Support Required for Success:

RNA four hours 5 to 6 days a week

Consequences of Failure to Improve:

_____ Separation of Employee

Employee Comments:

PERFORMANCE IMPROVEMENT PLAN

Re-evaluation meeting scheduled for: 1/9/26

Employee signature: [Signature]

Date: 12/9/25

☒ If employee refuses to sign, check box and sign as witness [Signature]

Supervisor signature: _____

Date: _____

Administrator signature:
(required)

[Signature]

Date: 12/9/25

PERFORMANCE IMPROVEMENT PLAN

Name Ramen Slyusarchuk

Date 12/9/26

Job Title Doc

Supervisor _____

Detail Areas of Concern/Problem: (what, where, when, how)

Prior Discussion and/or Warnings:

☐ No ☐ Yes If yes, dates: _____

Improvement Needed/Performance Expectations:

Resources/Support Required for Success:

Consequences of Failure to Improve:

Employee Comments:

Regarding 20% group unable to achieve. I do not
have a formal document stating my standards, when did
he come up with 20% group?

File the Performance Improvement Plan in the employee's personnel file.

PERFORMANCE IMPROVEMENT PLAN

Re-evaluation meeting scheduled for: _____

Employee signature: _____ Date: _____

☐ If employee refuses to sign, check box and sign as witness _____

Supervisor signature: _____ Date: _____

Administrator signature: _____ Date: _____
(required)

Regarding productivity of 90%, I'd also like that as a formal document stating my standards? I have never been provided with a formal document stating I have a ~~proper~~ standard to follow.

Regarding reimbursement, I have asked for reimbursement every single time via text/call. ~~I did~~

Regarding excessive amounts. What is excessive amounts? I have never been given a formal document stating how much is allowed to spend on food.

Regarding in-person Kaiser presentation, the meeting was planned for but was then changed on Tuesday
December 10th

December 2nd to Friday at 3pm. I had a family emergency and had to leave early on Friday. I tried calling/texting the Administrator but he did not reply. I did explain to the

File the Performance Improvement Plan in the employee's personnel file.

DON that I was available via phone for the meeting

Also, I had no oral counseling before this incident and have never been written up in my 4 years at Almond Vista. I ~~to~~ also did not refuse to sign any of the above documentation. I was not able to get further information regarding my corrective action form and the Administrator would not elaborate on any of the problems mentioned.

Exhibit D

Grievance/Harassment Complaint Form

Name of the Complainant: Terry L

Department: DON

Phone Number:

E-mail:

Today's Date:

Name of the Accused: Roman Shyusashuk

Department: Rehab

Relationship of the Accused to the Complainant (manager, co-worker, client, etc.): Co-workers

Phone Number: 209-889-7932

E-mail:

Date of Incident:

(If more than one event, please report each event on a separate form.)

Rehab office on 12/10/25

Where did the specific event occur?

Rehab office

Please explain the events that occurred. Terry L came into my office "accusing myself, or my therapy staff, or someone in my office area". State was in the building under an anonymous tip regarding mo's issues. She then proceeded that I should not have gone that route because it only hurts the facility. I personally felt attacked

How did you react to the situation? Did you take any action to stop perceived inappropriate behavior?

Explained I did not engage and it's not professional for her to accuse me of this matter.

Describe the harm you have suffered because of the event.

Were there any witnesses to this specific event? (If yes, please provide their names.)

No witnesses

Is there any physical evidence that supports your complaint? If so, please describe or attach copy of evidence.

None

What is your desired outcome of the investigation?

Placed for my record

The information provided in this complaint is true and correct to the best of my knowledge. I am willing to cooperate fully in the investigation of my complaint and provide whatever evidence Almond Vista Healthcare deems relevant.

Signature

A handwritten signature in black ink, consisting of a stylized 'J' followed by a large, sweeping 'S'.

Date: 12/10/25

Please return this form to Human Resources.

Exhibit E

Grievance/Harassment Complaint Form

Name of the Complainant: Roman Slynasarchuk

Department: Rehab

Phone Number: 209-809-7432

E-mail:

Today's Date: 12/11/2025

Name of the Accused: Harris LaChance

Department: Administrator

Relationship of the Accused to the Complainant (manager, co-worker, client, etc.): Boss

Phone Number:

E-mail:

Date of Incident:

(If more than one event, please report each event on a separate form.)

Where did the specific event occur?

@ 1:59 PM

At home via call and in Administrator's office. I received a call 12/05/25 from Harris stating I need to be at work for the Kaiser meeting scheduled for 3:00 PM. I explained I had a family emergency and had to leave early but that I would be available via phone call. Harris then said that's not acceptable and

Please explain the events that occurred.

I will ~~be~~ not be able to do so due to family emergency. On 12/09/25 he gave me a write-up for not attending the meeting. I again explained the situation but he told me he doesn't care if I had a family emergency and that it's not a valid excuse. He explained going forward I have to be at the meeting no matter what.

How did you react to the situation? Did you take any action to stop perceived inappropriate behavior?

I explained that I don't believe that's

fair. I had never missed a meeting prior and have always completed my work when required.

Describe the harm you have suffered because of the event.

Were there any witnesses to this specific event? (If yes, please provide their names.)

I suffered emotional distress, have had increased anxiety because of these demands from the Administrator.

Rex, B, H.R. was present during my write-up explanation on 12/09/25

Is there any physical evidence that supports your complaint? If so, please describe or attach copy of evidence.

Yes, HR, was present for one of the instances

What is your desired outcome of the investigation?

Have a positive work environment and protect my job if another emergency happens

The information provided in this complaint is true and correct to the best of my knowledge. I am willing to cooperate fully in the investigation of my complaint and provide whatever evidence Almond Vista Healthcare deems relevant.

Signature

A handwritten signature in black ink, consisting of a stylized, cursive 'J' followed by a series of loops and a long horizontal stroke.

Date: 12/11/25

Please return this form to Human Resources.

Exhibit F

**CONFIDENTIAL SEPARATION AGREEMENT AND
GENERAL RELEASE**

1. **SEPARATION AND RELEASE**

This SEPARATION AGREEMENT AND GENERAL RELEASE ("Agreement") is between Roman Slyusarchuk ("Employee") and Newport LLC DBA Almond Vista Healthcare ("Employer").

2. **RECITALS**

a. Whereas, Employer and Employee desire to settle fully and finally all matters between them arising out of or related to Employee's employment with, compensation during, and separation from Employer, on the terms and conditions set forth herein as of the date of this Agreement.

b. Whereas, this Agreement effects the settlement of any disputes between the parties to this Agreement that are denied and contested, and nothing contained herein should be construed as an admission by Employer of any liability of any kind with respect thereto.

c. Whereas, Employer and Employee expressly recognize that confidentiality of the terms of this Agreement is of the essence and is a material part of this Agreement.

3. **SEVERANCE AMOUNTS**

a. Employer shall pay Employee as severance a total payment equal to two months (\$10,000.00), less required taxes and withholdings within 15 days of Employee's execution of this Agreement.

b. No other benefits will be made available to Employee after the Separation Date except as provided herein, or by applicable law and/or Employer policy.



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c. Employee is solely responsible for the payment of, and therefore promises to pay, any taxes, penalties, or other costs assessed that are associated with the Severance Amount. Releasees as defined in paragraph 4 below, have no duty to defend or indemnify Employee against any tax claim or assessment associated with this Severance Amount. Employee shall cooperate in the defense of any tax claims brought against Releasees, as defined in paragraph 4 below, and shall defend, indemnify and hold harmless Releasees in the event any taxing authority seeks payment of taxes, interest, penalties, or other assessments from Releasees in connection with any amounts paid pursuant to this Agreement. Such indemnification is to include all reasonable defense costs and attorneys' fees.

4. **RELEASE OF ALL CLAIMS**

A. CONSIDERATION FOR RELEASE

Employee acknowledges that Employee has received all compensation, including but not limited to all wages, overtime, vacation, and paid-time-off, owed or to be owed to Employee for Employee's employment through and including December 12th 2025.

Both parties agree that the monies and other benefits to be provided to Employee hereunder are in excess of what Employee otherwise would be entitled to. As such, it is agreed that such monies and benefits provide full and adequate consideration for Employee's various representations and releases contained herein.

B. EMPLOYEE RELEASES EMPLOYER

Employee, on his own behalf, and on behalf of his grantees, agents, representatives, heirs, devisees, trustees, assigns, assignors, or any other entities in which Employee has an interest, (collectively "Releasors"), hereby agrees to release and forever discharge by this Agreement, Employer, and its past and present agents, employees, representatives, officers, directors, shareholders, attorneys, accountants, insurers, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries, affiliates, assigns, successors, heirs,



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predecessors in interest, joint venturers, commonly controlled corporations and related entities (collectively "Releasees"), from all liabilities, causes of actions, charges, complaints, suits, claims, obligations, costs, losses, damages, rights, judgments, attorneys' fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any form whatsoever whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, including but not limited to those arising from any acts or omissions occurring prior to the effective date of this Agreement by Releasees, including those arising under any theory of law, whether common, constitutional, statutory or other of any jurisdiction, foreign or domestic, whether known or unknown, whether in law or in equity, which he had or may claim to have against any of them by reason of any and all matters from the beginning of time to the present, arising out of his past employment with, compensation during, and separation from Employer. Releasees specifically release claims under all applicable state and federal laws, including but not limited to, Title VII of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1986, the Equal Pay Act, and the California Fair Employment and Housing Act, the California Labor Code, including sections 200, et seq., 970, and 132a, the California Civil Code, the California Business and Professions Code, and the California Constitution, as well as all common law claims, whether arising in tort or contract (collectively referred to as "Released Matters").

C. TIME TO CONSIDER RELEASE

Employee understands that Employee has five (5) days to consider whether Employee wishes to execute this Agreement.

D. WAIVER OF UNKNOWN CLAIMS

With respect to the Released Matters described above, Employee expressly waives any and all rights under Section 1542 of the California Civil Code, and any



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like provision or principal of common law in any foreign jurisdiction. Section 1542 provides as follows:

SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

E. RELEASE OF DOUBTFUL AND DISPUTED CLAIMS

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all Released Matters herein, this Agreement is intended to include, without limitation, claims and causes of action which Employee does not know or suspect to exist in Employee's favor at the time of execution hereof, and that this Agreement contemplates extinguishment of all such claims and causes of action.

5. NO OTHER ACTIONS

Except as described below, Employee agrees and covenants not to file any suit, charge or complaint against Releasees in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Employee's employment with the Employer or separation therefrom. Employee further represents that no claim, complaints, charges or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Employee's employment with the Employer.

Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Employee agrees to waive Employee's right to recover monetary damages in any charge, complaint or lawsuit filed by Employee or anyone else on Employee's behalf

6. TRADE SECRETS



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Employee understands and agrees that during the course of his employment with Employer, Employee has had access to confidential and proprietary information relating to the business operations of Employer. The parties agree that Employee shall not communicate any of such information to any individual or entity, whether or not such individual or entity competes in any way with Employer.

Within ten (10) days of execution of this Agreement, Employee agrees to return to Employer all Employer's documents, materials and information in whatever medium it is maintained.

7. NON-DISPARAGEMENT

Employee agrees that Employee will not publish or communicate in any way any information or opinions intended to damage the business or personal reputations of Releasees.

Nothing in this agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

These provisions do not prevent you from enforcing your Section 7 rights. This includes but is not limited to:

- participating in Section 7 activity;
- filing Unfair Labor Practice charges;
- assisting others in doing so; and
- otherwise cooperating with the NLRB's investigative process.

8. FULL AND INDEPENDENT KNOWLEDGE

Employee represents that Employee has thoroughly read this Agreement; that Employee fully understands all of the provisions of this Agreement; that Employee agrees to the terms of this Agreement; and that Employee is voluntarily entering into this Agreement.



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9. CONFIDENTIALITY

Except as set forth in Section 7, the Employee agrees to keep confidential, except upon order of any court or except as required by law, the terms of this Agreement and any and all allegations and claims against Releasees that Employee may have or claim to have. If asked about this Agreement or any of the terms contained herein, Employee shall provide no other statement than that "the matter has been resolved to the satisfaction of the parties." The Employee may, however, discuss the terms of this Agreement with Employee's tax advisors, medical professionals, attorneys, immediate family, or spouse, at which time the individual receiving information about the terms of this Agreement shall be informed about the existence of this confidentiality provision. Additionally, the Employee shall expressly inform any individuals receiving information about the terms of this Agreement that the individual may not reveal or disclose to any third party any of the terms of this Agreement.

Except in response to a lawful subpoena or court order, or as described above, Employee agrees not provide information of any kind or nature to any and regulatory agency, administrative agency, government agency, press organization, referral sources, individual or entity regarding the nature of Releasees operations or the work she performed for Employer. If asked to provide information in response to a subpoena or lawful court order, Employee shall provide a copy of the same to the Employer immediately upon receipt so that the Employer can determine if it wishes to file a motion to quash or seek some other type of judicial relief.

Employee agrees that any disclosure of information contrary to the terms of this confidentiality provision would cause injury and damage, the actual amount of which would be impracticable or extremely difficult to determine. Accordingly, Employee agrees that by breaching the terms of this confidentiality provision, he/she will pay to Employer a total of Ten Percent (\$1,000.00) per breach as liquidated damages.



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If any legal proceeding is ever brought concerning an alleged violation of this confidentiality provision, the prevailing party shall recover all of its reasonable attorneys' fees and costs incurred in connection with such legal proceedings.

10. COOPERATION

Employee agrees to cooperate with the Employer and Employer's agents, and to provide all information and sign any corporate records and instruments, that the Employer may reasonably request with respect to any matter or investigation involving but not limited to Employee's present or former relationship with the Employer, the work Employee has performed, or present or former employees or customers of the Employer, including but not limited to litigation matters. This may include depositions, meetings and other matters in the course of litigation.

11. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or breach of this Agreement, shall be settled by arbitration governed by the Commercial Dispute Resolution Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall take place in Los Angeles, California. There shall be one arbitrator. All American Arbitration Association and arbitrator fees and costs shall be borne equally by the parties. The duty of the parties to arbitrate any dispute relating to the interpretation or performance of this Agreement or the grounds for the termination thereof shall survive the termination of this Agreement for any reason. The arbitrator shall have the right to award attorneys' fees and costs in accordance with applicable law.

12. MEDICAL BILLS/LIENS AND OTHER POTENTIAL RIGHTS OF REIMBURSEMENT

Employee represents and warrants that all bills, costs or liens resulting from or arising out of Employee's alleged injuries, claims are Employee's responsibility to pay. Employee agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kinds, which arise from or are related



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to payments made or services provided to Employee or on Employee's behalf. Employee agrees to assume responsibility for all expenses, costs or fees incurred by Employee related to Employee's alleged injuries, claims, including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Employee will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

Employee will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Employee's alleged injuries or claims, Employee will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

13. ATTORNEYS' FEES

Each party shall bear its own attorneys' fees and costs, except as provided herein.

14. CONSTRUCTION OF THIS AGREEMENT



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A. BINDING AGREEMENT

This Agreement shall be binding upon the signatories and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of Releasees, and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns, upon whom this Agreement shall also be binding.

B. CHOICE OF LAW

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

C. INVALID AGREEMENT PROVISIONS

Should any provision of this Agreement become legally unenforceable, no other provision of this Agreement shall be affected, and this Agreement shall be construed as if the Agreement had never included the unenforceable provision.

D. NO MODIFICATIONS UNLESS IN WRITING

The parties to this Agreement agree that any modification of this Agreement must be in writing, signed by Employee and Employer, and must refer specifically to this Agreement and the provisions modified. No other modifications will be valid.

E. NO OTHER AGREEMENTS

THIS AGREEMENT SHALL BE, AND CONSTITUTE FULL, COMPLETE, UNCONDITIONAL, AND IMMEDIATE SUBSTITUTION FOR ANY AND ALL RIGHTS, CLAIMS, DEMANDS, AND CAUSES OF ACTIONS WHATSOEVER, WHICH HERETOFORE EXISTED OR MIGHT HAVE EXISTED ON BEHALF OF RELEASORS AGAINST RELEASEES AND THEIR SUCCESSORS, PREDECESSORS, SUBSIDIARIES, AFFILIATES, PARENTS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS. FURTHERMORE, THIS AGREEMENT IS THE ONLY, SOLE, ENTIRE, AND COMPLETE AGREEMENT OF THE PARTIES RELATING IN ANY WAY TO THE SUBJECT MATTER



Employer
Initials

Employee
Initials

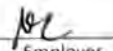
HEREOF. NO STATEMENTS, PROMISES, OR REPRESENTATIONS HAVE BEEN MADE BY ANY PARTY TO ANY OTHER, OR RELIED UPON, AND NO CONSIDERATION HAS BEEN OFFERED, PROMISED, EXPECTED, OR HELD OUT OTHER THAN AS MAY BE EXPRESSLY PROVIDED HEREIN.

F. PRACTICES INCONSISTENT WITH THIS AGREEMENT

No provision of this Agreement shall be modified or construed by any practice that is inconsistent with such provision, and failure by any party to this Agreement to comply with any provision, or to require another party to comply with any provision, shall not affect the rights of any party thereafter to comply or require the other to comply.

G. EXECUTION IN COUNTERPARTS

This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be the original, but such counterparts together shall constitute but one and the same instrument.



Employer
Initials

Employee
Initials

H. ATTORNEYS' FEES

In the event it shall be necessary for any party to institute legal action to enforce any of the terms and conditions or provisions in this Agreement, or for any breach thereof, the prevailing party in such an action shall be entitled to costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this instrument on the dates indicated below.

DATE

EMPLOYEE NAME

12/12/25
DATE


EMPLOYER NAME



Employer
Initials

Employee
Initials

Exhibit G

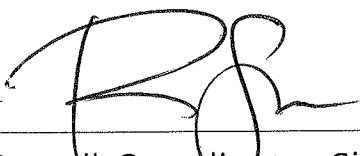
Separation of Employment Form

- Complete Separation of Employment Form.
- Attach a copy of the separation paperwork and give the original to the employee.

Facility Name:	Almond Vista Healthcare
Employee Name:	Roman Slyusarchuk
Address:	709 Sandy View Court
City:	Modesto
State:	CA
Zip:	95354
Position Held:	Facility Director of Rehab PTA
Date of Separation:	12/12/2025
Reason for Separation:	Termination Reason – <i>Mutual Separation</i>
	Resignation Reason –


Administrator Signature

12/12/25
Date


Payroll Coordinator Signature

12/12/25
Date

ORIGINAL TO EMPLOYEE - COPY TO BE FILED IN EMPLOYEE'S PERSONNEL FILE

Exhibit H

February 13, 2026

VIA CERTIFIED MAIL & ONLINE UPLOAD

Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

Re: Roman Slyusarchuk v. Newport LLC et al.
Private Attorneys General Act ("PAGA") – Claim Notice

Dear PAGA Administrator:

We represent Roman Slyusarchuk ("Plaintiff") in connection with his PAGA and other employment-related claims against his former employers, Newport LLC d/b/a Almond Vista Healthcare ("Almond Vista"), Kalesta Healthcare, LLC ("Kalesta"), and Almond Vista's Administrator, Harris LaChance ("LaChance") (collectively "Defendants"). This letter, which is being uploaded to your website and served by certified mail on the Defendants, constitutes written notice of the numerous Labor Code violations endured by Plaintiff and other aggrieved current and former Newport and Kalesta employees, as well as the facts and theories supporting those violations.

Defendants' Unlawful Retaliation

Plaintiff was, by all accounts, an excellent employee of Defendants. Every single year, from his hiring in 2021 until his illegal, retaliatory termination in December 2025, Plaintiff received accolades and pay raises, as follows:

May 20, 2022 – promotion to Physical Therapist Assistant and a pay increase to \$36.00/hour

August 1, 2022 – pay increase to \$42.00/hour

March 26, 2023 – pay increase to \$43.00/hour

April 4, 2023 – outstanding annual review

May 26, 2023 – named "Employee of the Month"

May 31, 2024 – outstanding annual review

June 2, 2024 – pay increase to \$45.00/hour

February 23, 2025 – pay increase to \$46.50/hour

April 13, 2025 – promotion to Director of Rehab and a 45% pay increase to \$140,000/year

Following 4 years of promotions, pay raises, and accolades, however, things changed for Plaintiff. And it all started in **November 2025** when Plaintiff stood up to LaChance and refused to go along with his boss' scheme to commit Medicare fraud – by illegally pressuring Plaintiff and other Almond Vista employees to extend Medicare patients' stays in the facility even though Medicare guidelines required those patients to be discharged.

The incentive to increase Medicare patients' stays comes from the higher reimbursement amount that Almond Vista received from Medicare compared to other payors. Plaintiff is informed and believes, and thereon alleges, that the reimbursement to the facility from a Medicare patient's 1-night stay can be up to 250% more than the reimbursement that Almond Vista receives from a Kaiser patient or privately insured patient. Thus, by improperly extending a Medicare patient's stay when they were showing insufficient improvement to allow them to stay per Medicare guidelines, LaChance would earn a substantial amount of additional revenue for Almond Vista.

LaChance was so determined to increase Almond Vista's revenue, and his own compensation, that he routinely pressured Plaintiff and other Almond Vista employees to commit Medicare fraud by improperly extending patient stays. LaChance's pressure tactics came in the form of text messages or other communications reminding his team that they had to hit a certain pre-set number of Medicare nights that month. In one such communication, LaChance wrote that his team would not be allowed any more pizza or wings at their meetings unless "Medicare [stays] gets up past 18!" In another communication, LaChance texted Plaintiff and urged him to make the facility's Medicare patient-nights total for the month "as long [high] as it's ever been!!" In yet another text, LaChance told Plaintiff that Plaintiff had to hit 19 Medicare patient-nights that month if he wanted to get his bonus.

Other times, LaChance's pressure was verbal. LaChance was constantly reminding his team that "Our Medicare stay has to be X this month!" Plaintiff was not the only Almond Vista employee who endured LaChance's relentless pressure to extend patient's Medicare stays. Another employee, Respiratory Therapist Vanessa Evans, also felt so pressured to inflate her services for her Medicare patients – and thus drive-up revenue – that she complained directly to Kalesta's Chief Nursing Officer Jeff Murray.

Against this backdrop, on **November 17, 2025**, LaChance texted Plaintiff and questioned why a particular patient, R.H., was being discharged. Plaintiff replied by text and explained that the care team determined on November 12, 2025 that Patient R.H. no longer met Medicare guidelines and, thus, was required to be discharged. LaChance was clearly annoyed by this decision and by Plaintiff's insistence on strictly following Medicare guidelines. Indeed, Plaintiff was later told by Case Manager Shanae Reynolds ("Ms.

Reynolds”) that LaChance had tried to pressure her, too, into extending Patient R.H.’s stay. Ms. Reynolds told Plaintiff that LaChance got angry with her, too, when she mentioned to him the need to follow Medicare guidelines.

Four days later, on **November 21, 2025**, Plaintiff was sitting in his office, with his door open, when he heard LaChance march into the Case Management Office to question Ms. Reynolds and her assistant, Lisa Evans, why another patient, J.E., was being discharged. LaChance quickly became angry, raised his voice, and began demanding that they change Patient J.E.’s discharge date – again, to extend the patient’s stay beyond the Medicare guidelines to drive-up revenue for Almond Vista and to increase LaChance’s compensation.

LaChance was so aggressive and angry, and what he was demanding was so obviously Medicare fraud, that Plaintiff felt compelled to intervene to try and de-escalate the situation. Plaintiff walked over to the Case Managers Office and calmly explained to LaChance that Patient J.E. was required to be discharged because he no longer met the Medicare criteria. In addition, Plaintiff explained, that two days prior the Director of Nursing, Terry Raines (“Ms. Raines”), told Case Manager Ms. Reynolds to discharge Patient J.E. As a result, Plaintiff explained to LaChance, they were following the Director of Nursing’s instructions, as well, by discharging the patient.

Upon being confronted, LaChance erupted, “I am the boss here! I don’t care what [Director of Nursing] Terry says. I’ll be talking to her, too, right after this.” Plaintiff replied to this outburst by telling LaChance that it was “critical” to follow Medicare guidelines when making discharge determinations. In addition, Plaintiff told LaChance that he and the rest of the team would appreciate being supported by LaChance, rather than being attacked, because they were “doing their jobs” by making discharge determinations based solely on the Medicare guidelines.

Following this disturbing and stressful encounter with LaChance on **November 21, 2025**, Plaintiff went straight to HR and filed a formal whistleblower complaint against LaChance. In his complaint, Plaintiff explained how LaChance was attempting to force his subordinates to violate Medicare guidelines by extending Medicare patient stays. Despite Plaintiff’s complaint raising serious legal and regulatory issues, it was never investigated. No one contacted Plaintiff to learn more. Plaintiff’s complaint was ignored.

Just days later, on **December 9, 2025**, Plaintiff was summoned to LaChance’s office. When Plaintiff arrived to LaChance’s office, Plaintiff found LaChance waiting for him along with HR Manager, Rex Esguerra (“Mr. Esguerra”). LaChance first handed Plaintiff a form entitled “Corrective/Disciplinary Action Form” that had been back-dated to December 3, 2025 and incorporated herein, falsely accusing Plaintiff of “many instances” of “trying to get reimbursed without approval” and submitting reimbursement requests for “excessive amounts.” Then, LaChance handed Plaintiff a written performance improvement plan (“PIP”). The supposed justification for the PIP was a list of 6 vague, made-up performance “problems” that Plaintiff had never heard of, or been counseled about,

before – “time management,” “failure to hold staff accountable,” “proper execution of job,” “20% group – unable to achieve,” and “90% productivity – unable to achieve.”

After receiving this false, retaliatory write-up and PIP, Plaintiff again went to complain to HR Manager Mr. Esguerra about LaChance’s ongoing illegal conduct. During this meeting with HR, Plaintiff also informed Mr. Esguerra that Plaintiff was filing a new request to take his remaining baby-bonding leave in January 2026.

The next day, on **December 10, 2025**, while Plaintiff and others were attending their usual Patient-Driven Payment Model (“PDPM”) morning meeting, Director of Nursing Ms. Raines came in and asked the group if anyone knew anything about a complaint that had been anonymously filed with the State of California. That complaint, it turns out, raised with the State of California the very same Medicare fraud issue that Plaintiff had been complaining about.

Sue Thao, the Health Facilities Evaluator for the California Department of Public Health, was in the building that morning of December 10, 2025, and Ms. Raines was not happy about it. Everyone in the meeting, including Plaintiff, declined having made the complaint or knowing anything about it. Later that same day, at around 1:50pm, Ms. Raines marched into Plaintiff’s office. “We know you’re the whistleblower!” Ms. Raines declared. “I can’t believe you would go this route to hurt the facility!” Plaintiff was stunned by Ms. Raines’ obvious retaliation.

Immediately after enduring Ms. Raines’ inappropriate and illegal outburst, Plaintiff went to HR to report it and file a written complaint. During his meeting with HR, Plaintiff told Mr. Esguerra that he felt he was being illegally “targeted” and asked Mr. Esguerra what his “next steps” should be. Mr. Esguerra, who had already heard Plaintiff’s complaints about mistreatment from LaChance, agreed with Plaintiff. “I feel you’re being targeted, too,” Mr. Esguerra replied. “I’m going to escalate this situation to someone higher because I don’t think you’re being treated fairly, either,” Mr. Esguerra said. When Plaintiff told Mr. Esguerra that his doctor was going to put him out on medical leave because of the severe stress he was experiencing at work, Mr. Esguerra replied, “You should do whatever you believe is best for yourself.” With that, Mr. Esguerra ended the meeting with Plaintiff promising he would “talk to” Ms. Raines about her conduct and try to get her to “calm down.”

The next day, **December 11, 2025**, Plaintiff went back to HR to speak with Mr. Esguerra about the events of the last two days – being placed on an unfair PIP by LaChance, being confronted and falsely accused by Ms. Raines, and suffering severe stress and anxiety as a result. Plaintiff complained again how unfairly he was being treated and asked what Mr. Esguerra recommended that he do. Mr. Esguerra replied, “If you believe you are being treated unfairly, you should file another grievance report.” At 3:00pm that same day, Plaintiff followed HR’s advice and submitted another complaint of unfair treatment.

The next day, **December 12, 2025**, LaChance summoned Plaintiff to his office, fired him, presented him with a written severance agreement with a \$10,000.00 severance offer, and immediately started pressuring Plaintiff to sign it. Plaintiff asked how much time he had to consider the lengthy legal document, and Mr. Esguerra replied, "Five days." But then LaChance overruled Mr. Esguerra, saying "I would like your decision by 5:00pm today." Plaintiff declined to sign the agreement that day, and his successful 4-year career at Almond Vista ended.

Defendants' Failure to Pay Bonuses (Wages)

Starting in **October 2024**, Almond Vista announced that it was offering a "referral bonus" of \$5,000 to any employee who referred a full-time occupational therapist, a full-time physical therapist, or a full-time speech language pathologist. This referral bonus offer continued into 2025, and official notices titled "ATTENTION ALL STAFF" were posted throughout the facility in 2025 to remind employees about the bonus offer. The only condition to earning the bonus was that the referred employee had to work 1 month of full-time employment; following that, the bonus was earned and would be paid to the referring employee.

In **June 2025**, Plaintiff reached out to Carolyn Ly ("Ms. Ly"), a previous student at Almond Vista, about the opportunity to come to work for the facility. Ms. Ly expressed her interest, and Plaintiff formally referred her as a possible candidate. Almond Vista interviewed Ms. Ly and ultimately hired her on **June 24, 2025**. Following her hiring, when Plaintiff approached LaChance in his office to inquire about the referral bonus, LaChance replied, "There is no bonus. I would never sign off on something like that." Plaintiff then went to HR to report the issue. Plaintiff said to Mr. Esguerra, "How can there be no bonus when there are posters throughout the facility?" Mr. Esguerra had no response. No bonus was ever paid to Plaintiff – or to any other employee who referred someone. Moreover, when Defendants' wrongfully terminated Plaintiff on December 12, 2025, they continued to fail and refuse to pay these wages to Plaintiff, resulting in Defendants' now owing 30 days' "waiting time" penalties to Plaintiff pursuant to Labor Code §203.

Defendants' Failure to Reimburse Business Expenses

Plaintiff and other employees have incurred necessary expenditures or losses in the direct consequence of their duties and/or obedience to the directions of Defendants. For example, Plaintiff and other employees were required to download to their personal cell phone an app known as "Signal," which Plaintiff and other employees were required to check throughout the day for updates from Case Managers or other important messages. Plaintiff and other employees were also required to download another app known as "PayCom" in order to clock in/out, manage their schedule, submit time off requests, and check to see if other employees were calling in sick. At no time was Plaintiff or any other employee given any reimbursement for this necessary use of their personal phone or the accompanying data plan that was required for the cell phone to function.

As another example, Plaintiff and other employees were also frequently required to work from home. This was especially true for Plaintiff starting in **April 2025** when he was promoted to the exempt position of Director of Rehabilitation. But it was also true before that, when Plaintiff was in his various non-exempt positions – he frequently had to answer emails, respond to text messages, or do other work after hours and on weekends, all of which required him to have home internet access. So, too, did every other non-exempt employee. At no time was Plaintiff or any other employee given any reimbursement for the cost of their home internet service that was necessary to allow them to do their jobs.

As another example, Plaintiff and other employees were frequently required to purchase food for work-related meetings. Plaintiff was usually reimbursed for his purchases, but there were two expenses Plaintiff incurred on **December 4, 2025** for food for the “Triple Check” meeting that Defendants illegally refused to reimburse (one was for \$54.21 and the other was for \$281.70). Plaintiff is informed and believes, and thereon alleges, that other employees similarly have not been reimbursed for all of the food they have purchased for work-related meetings.

As another example, on multiple occasions Plaintiff was denied mileage reimbursement after using his personal vehicle to attend to business matters. For example, on **October 14, 2025**, Plaintiff was required to drive 1.2 miles to pick up food for a work event from Olive Garden, but he was never reimbursed for that. On **November 14, 2025**, Plaintiff was required to drive 8 miles to attend a meeting at Kaiser Hospital, but he was never reimbursed for that. There were several other occasions, most commonly for work parties being thrown co-workers’ birthday, when Plaintiff was requested to drive 20 miles combined to pick up sushi or other food for the event, but he was never reimbursed for those trips, either.

Defendants’ Failure to Produce Plaintiff’s Payroll Records

On **December 23, 2025**, Plaintiff’s counsel sent a letter to Mr. Esguerra requesting Plaintiff’s payroll records and personnel file.

On **December 31, 2025**, Mr. Esguerra produced Plaintiff’s personnel file, but his production of Plaintiff’s payroll records was incomplete. Mr. Esguerra produced payroll records for Plaintiff only going back only to 2023, improperly omitting Plaintiff’s 2021 and 2022 payroll records and, instead, illegally producing the W-2s for every other Newport and Kalesta employee from 2021 and 2022 – *almost 1,000 pages of sensitive financial information for every employee but Plaintiff.*

Immediately upon receiving Mr. Esguerra’s incomplete payroll records production, Plaintiff’s counsel emailed Mr. Esguerra, informed him of his massive error, requested the proper 2021 and 2022 payroll records for Plaintiff, and urged Mr. Esguerra to have the facility’s counsel contact him. As of this writing, Mr. Esguerra has never replied to that email, no one has ever contacted Plaintiff’s counsel, and no one has ever produced Plaintiff’s remaining payroll records.

Plaintiff is an "Aggrieved Employee" Under PAGA

As a result of enduring the numerous illegal practices outlined in this letter, Plaintiff is an "aggrieved employee" within the meaning of Labor Code §2699(c). Accordingly, Plaintiff is requesting the right to commence litigation against Defendants to collect, on behalf of the State of California, civil penalties for all Labor Code violations endured by him and all other Aggrieved Employees, as set forth below.

PAGA Penalties for Labor Code Violations With a Specific Penalty Amount Stated

California Labor Code §98.6(b)(3) Penalties

For Violations of California Labor Code §98.6

\$10,000 payable 100% to the employee who suffers illegal retaliation

Facts and Theories: As discussed herein, by retaliating against Plaintiff for reporting concerns about LaChance's illegal actions and comments, Defendants violated Labor Code §98.6, the violation of which triggers a \$10,000.00 civil penalty under Labor Code §98.6(b)(3), payable entirely to Plaintiff, plus attorneys' fees.

California Labor Code §210 Penalties

For Violations of California Labor Code §204

*\$100 for the first pay period of missed wages and \$200 per pay period thereafter,
plus 25% of the amount unpaid, per employee*

Facts and Theories: As discussed herein, by failing to pay Plaintiff and all other Aggrieved Employees all of their wages in each pay period by the deadlines set forth in Labor Code §204, Newport and Kalesta has repeatedly violated that statute. As a result, Newport and Kalesta are liable for the civil penalties mandated by Labor Code §210, plus attorneys' fees, for all violations of Labor Code §204 suffered by Plaintiff and all other Aggrieved Employees. LaChance is also personally liable for these penalties as well because he is a "person" within the meaning of Labor Code §210 who also committed the violation.

California Labor Code §225.5 Penalties

For Violations of California Labor Code §216

*\$100 for the first pay period and \$200 per pay period thereafter,
plus 25% of the amount withheld, per employee*

Facts and Theories: As discussed herein, by "willfully" refusing to pay Plaintiff and all other Aggrieved Employees after their demand was made, and by "falsely denying" the amount and validity of their claims, Newport and Kalesta have repeatedly violated Labor Code §216. As a result, Newport and Kalesta are liable for the civil penalties mandated by Labor Code §225.5, plus attorneys' fees, for all violations of Labor Code §216 suffered by Plaintiff and all other Aggrieved Employees.

California Labor Code §226.3 Penalties

For Violations of California Labor Code §226(a)

\$250 for the first violation and \$1,000 for subsequent violations, per employee

Facts and Theories: As discussed herein, by failing to pay Plaintiff and all other Aggrieved Employees all of her/his/their wages and reimbursements in each pay period, Newport and Kalesta have repeatedly violated Labor Code §226(a) because the pay stubs given to Plaintiff and all other Aggrieved Employees in each such pay period were, by definition, inaccurate. As a result, Newport and Kalesta are liable for the civil penalties mandated by Labor Code §226.3, plus attorneys' fees, for all violations of Labor Code §226(a) suffered by Plaintiff and all other Aggrieved Employees.

California Labor Code §256 Penalties

For Violations of California Labor Code §203

The amount of waiting time penalties as a "civil penalty" in addition to waiting time penalties themselves under California Labor Code §203

Facts and Theories: As discussed herein, by failing to timely pay Plaintiff and all other Aggrieved Employees all of their wages owed at the time of termination or resignation as required by Labor Code §201 or §202, Newport and Kalesta have repeatedly violated those statutes and, thus, owes "waiting time penalties" as required by Labor Code §203 with respect to each such Aggrieved Employee. As a result, Newport and Kalesta are liable for the civil penalties mandated by Labor Code §256, plus attorneys' fees, for all waiting time penalties owed to Plaintiff and all other Aggrieved Employees pursuant to Labor Code §203.

California Labor Code §1102.5(f) Penalties

For Violations of California Labor Code §1102.5(b)

\$10,000 payable 100% to the employee who suffers illegal retaliation

Facts and Theories: As discussed herein, by retaliating against Plaintiff for reporting his concerns regarding LaChance's illegal actions to Mr. Esguerra – a person "with authority over" the situation and the "authority to investigate, discover, or correct" his concerns – Newport and Kalesta have violated Labor Code §1102.5(b), the violation of which triggers a civil penalty under Labor Code §1102.5(f) in the amount of \$10,000.00, payable entirely to Plaintiff, plus attorneys' fees.

California Labor Code §1174.5 Penalties

For Violations of California Labor Code §1174

\$500 payable 100% to the affected employee

Facts and Theories: As discussed herein, by failing to timely produce all of Plaintiff's payroll records following his demand, Newport and Kalesta have violated Labor Code §1174, the violation of which triggers a civil penalty under Labor Code §1174.5 in the amount of \$500, payable entirely to Plaintiff, plus attorneys' fees. As a result, Newport

and Kalesta are liable for the civil penalties mandated by Labor Code §1174.5, plus attorneys' fees, for all violations of Labor Code §1102.5(b) suffered by Plaintiff and all other Aggrieved Employees.

PAGA Penalties for Labor Code Violations Without a Specific Penalty Amount Stated

California Labor Code §2699(f)(2) Penalties

For Violation of California Labor Code §201

\$100 or \$200 for each Aggrieved Employee, per pay period

Facts and Theories: As discussed above, by failing to pay Plaintiff and all other Aggrieved Employees all wages due at termination, Newport and Kalesta have repeatedly violated Labor Code §201. As a result, Newport and Kalesta are liable for the civil penalties mandated by Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §201 suffered by Plaintiff and all other Aggrieved Employees.

California Labor Code §2699(f)(2) Penalties

For Violation of California Labor Code §204

\$100 or \$200 for each Aggrieved Employee, per pay period

Facts and Theories: As discussed herein, by intentionally and willfully failing to pay Plaintiff and all other Aggrieved Employees all wages earned in each pay period by the deadlines set forth in Labor Code §204, Newport and Kalesta have repeatedly violated that statute. As a result, Defendants are liable for the civil penalties mandated by Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §204 suffered by Plaintiff and all other Aggrieved Employees.

California Labor Code §2699(f)(2) Penalties

For Violation of California Labor Code §216

\$100 or \$200 for each Aggrieved Employee, per pay period

Facts and Theories: As discussed herein, by (1) "willfully" refusing to pay Plaintiff and all other Aggrieved Employees their wages due while having "the ability to pay" those wages, and (2) "falsely denying" the amount and validity of Plaintiff's and the other Aggrieved Employees' wage claims with the "intent to annoy, harass, oppress, hinder, delay, or defraud" them, Newport and Kalesta are guilty of a misdemeanor under Labor Code §216. As a result, Newport and Kalesta are liable for the civil penalties mandated by Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §216 suffered by Plaintiff and all other Aggrieved Employees. LaChance is also personally liable for these penalties as well because he is a "person" within the meaning of Labor Code §216 who also committed the violation.

California Labor Code §2699(f)(2) Penalties
For Violation of California Labor Code §226
\$100 or \$200 for each Aggrieved Employee, per pay period

Facts and Theories: As discussed herein, by knowingly and intentionally failing to pay Plaintiff and all other Aggrieved Employees all of their wages and reimbursements earned and/or due in each pay period, Newport and Kalesta have repeatedly violated Labor Code §226(a) because the pay stubs given to Plaintiff and all other Aggrieved Employees in each such pay period were, by definition, inaccurate. As a result, Newport and Kalesta are liable for the civil penalties mandated by Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §226(a) suffered by Plaintiff and all other Aggrieved Employees.

California Labor Code §2699(f)(2) Penalties
For Violation of California Labor Code §558.1
\$100 or \$200 for each Aggrieved Employee, per pay period

Facts and Theories: As discussed herein, Newport and Kalesta have repeatedly violated Labor Code §203, §226, and §2802 with Plaintiff and all other Aggrieved Employees. As a result, Newport and Kalesta have repeatedly violated Labor Code §558.1 and, thus, are liable for the civil penalties mandated by California Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §558.1 suffered by Plaintiff and all other Aggrieved Employees. LaChance is also personally liable for these penalties as well because he is a "person" within the meaning of Labor Code §558.1 who also committed the violation.

California Labor Code §2699(f)(2) Penalties
For Violation of California Labor Code §1198
\$100 or \$200 for each Aggrieved Employee, per pay period

Facts and Theories: As discussed herein, Newport and Kalesta have engaged in numerous illegal actions that violate numerous provisions of the relevant California Wage Order that applies their employees' occupations. As a result, Newport and Kalesta have repeatedly violated Labor Code §1198 and, thus, are liable for the civil penalties mandated by California Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §1198 suffered by Plaintiff and all other Aggrieved Employees.

California Labor Code §2699(f)(2) Penalties
For Violation of California Labor Code §2802
\$100 or \$200 for each Aggrieved Employee, per pay period

Facts and Theories: As discussed herein, Newport and Kalesta have repeatedly failed to indemnify Plaintiff and all other Aggrieved Employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer," in violation of Labor

Code §2802. As a result, Newport and Kalesta are liable for the civil penalties mandated by Labor Code §2699(f)(2), plus attorneys' fees, for all violations of Labor Code §2802 suffered by Plaintiff and all other Aggrieved Employees.

Very truly yours,

WORKPLACE LEGAL,
A PROFESSIONAL LAW CORPORATION



Jeffrey S. Sloan, Esq.

Courtesy Copy (By Email):

Mr. Scott Clawson, Principal
Mr. Ryan Williams, Principal
Newport LLC
Kalesta Healthcare, LLC
599 Menlo Drive, Suite 200
Rocklin, CA 95765
scott@kalestahc.com
ryan@kalestahc.com

Exhibit I

ATTENTION ALL STAFF

Current Needs:

- (2) Full Time Occupational Therapists
- (2) Full Time Physical Therapists
- (1) Full Time Speech Language Pathologists

\$5,000.00 referral bonus and \$5000.00 sign on bonus for the person hired.

The \$5,000.00 referral bonus will be paid after one month of full-time employment. The sign on bonus will be paid out in two payments, \$2,500.00 after 90 days and \$2,500.00 after 180 days of employment.



Employee Policy

Effective 2-10-2025

- Documentation required for all call-ins. This should be submitted to your department manager.
- Call-ins are reported to RN supervisor on duty. If unavailable, you must report to DON, Terry Raines.
- For non-nursing, you must report to your department manager.
- More than TWO unresolved absences will result in termination.
- Call-ins must be reported at least FOUR hours before the start of shift.
- If you call in for a weekend shift, you will be mandated to work the following weekend (if not already)
- Departures are equal to one