

1 Manny Starr (319778)
manny@frontierlawcenter.com
2 Daniel Ginzburg (327338)
dan@frontierlawcenter.com
3 **FRONTIER LAW CENTER**
4 23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
5 Telephone: (818) 914-3433
6 Facsimile: (818) 914-3433

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/29/2025 9:41 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Ramirez, Deputy Clerk

7 Attorneys for Plaintiff TASHAUNA YOUNG,
8 individually and on behalf of all others similarly situated

9 **IN THE SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11
12 TASHAUNA YOUNG, individually and on
13 behalf of all others similarly situated,

14 Plaintiff(s),

15 v.

16 ACTIVCARE LIVING INC., a California
17 Corporation dba BRITTANY HOUSE
18 MEMORY CARE AND ASSISTED LIVING;
and DOES 1 through 100,

19 Defendant(s).
20
21
22

Case No. **25LBCV01350**

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure To Reimburse Work-Related Expenses
6. Wage Statement Penalties
7. Violation of Unfair Competition Law
8. Private Attorneys General Act
9. Retaliation in Violation of Public Policy

23
24 **RELEVANT PARTIES**

- 25 1. Plaintiff TASHAUNA YOUNG ("Plaintiff") is an adult resident of Los Angeles county,
26 California, and was at all times relevant residing in Los Angeles county, California.
- 27 2. Defendant ACTIVCARE LIVING INC. dba BRITTANY HOUSE MEMORY CARE AND
28 ASSISTED LIVING ("Defendant") is a California corporation with its principal place of business

1 located in Los Angeles County, California. Defendant is registered to and does conduct business in
2 the State of California and is subject to the laws of the State of California. All acts and omissions of
3 Defendant employees as alleged herein occurred while they were acting within the course and scope
4 of their employment.

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

13 **JURISDICTION AND VENUE**

14 4. This action is properly filed in Los Angeles because the acts and omissions that give rise to
15 Plaintiff’s claims took place in Los Angeles, and Defendants transact substantial business in this
16 County.

17 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
18 alleged herein occurred in Los Angeles, California and Plaintiff suffered damages from such
19 conduct within Los Angeles, California

20 **FACTUAL ALLEGATIONS**

21 6. At all times relevant, Plaintiff was Defendants’ employee.

22 7. Plaintiff was employed by Defendants from 3/13/23 to 8/26/23.

23 8. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
24 regularly late or short because of severe understaffing.

25 9. Also, Plaintiff was required to remain on premises and on duty because of the Employer’s
26 policies.

27 10. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay
28 for these missed breaks at Plaintiff’s regular rate of pay.

1 11. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were
2 regularly combined with the meal breaks by the Employer.

3 12. Also, Plaintiff was required to remain on premises and on duty for rest breaks because of the
4 Employer's policies.

5 13. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
6 for these missed breaks at Plaintiff's regular rate of pay.

7 14. Defendants failed to pay Plaintiff for all hours worked because Plaintiff had to clock out for
8 lunch but remain on premises and on duty. Thus, Employers owe Plaintiff 30 minutes of unpaid
9 time per shift.

10 15. Defendants failed to pay Plaintiff all overtime owed because Plaintiff worked in excess of
11 eight hours in a day and 40 hours in a workweek. Since Plaintiff was required to perform work off
12 the clock, it follows that this time was often overtime.

13 16. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
14 required to purchase CPR card and a blood borne card in order to perform their work duties, but
15 Defendants did not reimburse Plaintiff for these expenses.

16 17. Defendants failed to provide Plaintiff with accurate wage statements because the wage
17 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
18 other things.

19 18. Plaintiff reported that Defendant didn't have proper PPE. Plaintiff reported this to the lead
20 Nurse AnnaFe on 6/5/23.

21 19. The same day. Plaintiff complained about another employee Mary leaving the facility in an
22 unhealthy condition also AnnaFe.

23 20. On 6/6/23 she was suspended for 7 days for exposing the facility by reporting unhealthy
24 work conditions and lack of proper PPE.

25 **PAGA ALLEGATIONS**

26 21. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
27 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
28 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil

1 action brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures outlined in Labor Code section 2699.3.

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

5 23. The aggrieved employee has provided written notice by online filing to the LWDA and by
6 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
7 Labor Code alleged to have been violated, including the facts and theories to support the alleged
8 violations; and

9 24. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
10 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
11 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
12 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
13 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
14 to any other penalties to which the employee may be entitled.

15 25. On 8/17/23, Plaintiff provided written notice by online filing to the LWDA and by certified
16 mail to Defendants of specific provisions of the Labor Code alleged to have been violated by
17 Defendants, including the facts and theories to support the alleged violations.

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

21 27. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
22 and former, who were employed by Defendants within one year prior to 8/17/23, through final
23 disposition of this action.”

24 **FIRST CAUSE OF ACTION**

25 **Failure to Provide Compliant Meal Periods**

26 **By Plaintiff Against All Defendants**

27 28. Plaintiff incorporates by reference the paragraphs above.

28 29. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an

1 employee for a work period of more than five hours per day without providing the employee with a
2 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
3 without providing the employee with a second meal period of not less than 30 minutes”.

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

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

11 32. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

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

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

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

20 **SECOND CAUSE OF ACTION**

21 **Failure to Provide Compliant Rest Periods**

22 **By Plaintiff Against All Defendants**

23 36. Plaintiff incorporates by reference the paragraphs above.

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

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

1 39. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

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

6 41. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
7 break was missed.

8 42. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
9 penalties, attorney fees, and costs.

10 **THIRD CAUSE OF ACTION**

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

12 **By Plaintiff Against All Defendants**

13 43. Plaintiff incorporates by reference the paragraphs above.

14 44. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
15 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
16 40 hours in a workweek.

17 45. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

18 46. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
19 penalties, attorney fees, and costs.

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Pay All Overtime Owed**

22 **By Plaintiff Against All Defendants**

23 47. Plaintiff incorporates by reference the paragraphs above.

24 48. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday
25 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
26 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
27 one-half times the regular rate of pay for an employee."

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

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

3 **FIFTH CAUSE OF ACTION**

4 **Failure To Reimburse Work-Related Expenses**

5 **By Plaintiff Against All Defendants**

6 51. Plaintiff incorporates by reference the paragraphs above.

7 52. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
8 all necessary expenditures or losses incurred by the employee in direct consequence of the
9 employee's discharge of his or her duties.

10 53. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

11 54. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
12 attorney fees, and costs.

13 **SIXTH CAUSE OF ACTION**

14 **Wage Statement Penalties**

15 **By Plaintiff Against All Defendants**

16 55. Plaintiff incorporates by reference the paragraphs above.

17 56. Labor Code section 226(a) requires employers to provide itemized wage statements to its
18 employees that identify accurate information regarding their compensation. Defendants, as a matter
19 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
20 statements to Plaintiff in violation of Labor Code section 226(a).

21 57. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
22 and incomplete.

23 58. Defendants knowingly and intentionally issued wage statements that were inaccurate and
24 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
25 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

26 59. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
27 costs.

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 60. Plaintiff incorporates by reference the paragraphs above.

5 61. Defendants' conduct described herein constitutes unfair competition.

6 62. Specifically, Defendants have gained an unfair advantage over other similarly situated
7 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
8 owed.

9 63. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

11 64. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **EIGHTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

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

15 65. Plaintiff incorporates by reference the paragraphs above.

16 66. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
17 violation(s) of the Labor Code.

18 67. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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

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

25 70. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
26 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
27 sections 1197.1 and 2699 apply.

28 ///

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

4 72. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
5 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
6 and 2699 apply.

7 73. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
8 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
9 apply.

10 74. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
11 to Labor Code section 2699(g).

12 **NINTH CAUSE OF ACTION**

13 **Retaliation in Violation of Public Policy**

14 **By Plaintiff Against All Defendants**

15 75. Although generally an "at will" employment state, the Supreme Court of California has long
16 held that "when an employer's discharge of an employee violates fundamental principles of public
17 policy, the discharged employee may maintain a tort action and recover damages traditionally
18 available in such actions." Tameny v. Atlantic Richfield Co., 27 Cal.3d 167, 170 (Cal. 1980).

19 76. The public policy of California was violated when Plaintiff was retaliated against for
20 reporting health and safety violation by the Defendants in violation of Labor Code section 98.6.

21 77. Plaintiff was harmed by the retaliation, in that she lost income she would have otherwise
22 received but for the suspension.

23 78. As a direct, and proximate result of Defendant's conduct, Plaintiff suffered and continues to
24 suffer substantial losses in earnings and job benefits, humiliation, embarrassment, mental and
25 emotional distress.

26 79. Plaintiff is also entitled to attorney fees.

27 **PRAYER FOR RELIEF**

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

1 1st Cause of Action

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

7 2nd Cause of Action

- 8 1. Damages and/or penalties pursuant to Labor Code section 226.7
9 2. Interest
10 3. Attorneys' fees
11 4. Costs
12 5. Other relief the court deems proper

13 3rd Cause of Action

- 14 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
15 2. Liquidated damages
16 3. Interest
17 4. Attorneys' fees
18 5. Costs
19 6. Other relief the court deems proper

20 4th Cause of Action

- 21 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
22 2. Interest
23 3. Attorneys' fees
24 4. Costs
25 5. Other relief the court deems proper

26 5th Cause of Action

- 27 1. Reimbursement of all work-related expenses
28 2. Attorneys' fees

1 3. Costs

2 4. Other relief the court deems proper

3 6th Cause of Action

4 1. Penalties pursuant to Labor Code section 226

5 2. Attorneys' fees

6 3. Costs

7 4. Other relief the court deems proper

8 7th Cause of Action

9 1. Restitution of all wrongfully withheld wages

10 2. Attorneys' fees

11 3. Costs

12 4. Other relief the court deems proper

13 8th Cause of Action

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

15 2. Attorneys' fees

16 3. Costs

17 4. Other relief the court deems proper

18 9th Cause of Action

19 1. Compensatory damages;

20 2. Emotional distress;

21 3. Attorneys' fees and costs;

22 4. Other relief the court deems proper

23
24 DATED: April 29, 2025

FRONTIER LAW CENTER

25 /s/ Daniel Ginzburg

26 Daniel Ginzburg

27 Attorneys for Plaintiff TASHAUNA
28 YOUNG, individually and on behalf
of all others similarly situated