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Case Management Conference

10/01/2026 08:30 AM - Department 09

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Attorneys for Plaintiff VICTOR SIMON VILLARREAL

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF TULARE

VICTOR SIMON VILLARREAL,

Plaintiff(s),

v.

GRAND OAKS CARE, LLC AND GRAND
OAKS ASSISTED LIVING, LLC; and DOES 1
through 100,

Defendant(s).

Case No. VCU335666

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. Wage Statement Penalties
6. Waiting Time Penalties
7. Violation of Unfair Competition Law
8. Private Attorneys General Act

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Victor Simon Villarreal ("Plaintiff") is an adult resident of Tulare County, California, and was at all times relevant residing in Tulare County, California.
2. Defendant Grand Oaks Care, LLC ("Grand Oaks Care") operates a skilled nursing facility located at 897 North M Street, Tulare, California 93274.
3. Defendant Grand Oaks Assisted Living LLC ("Grand Oaks Assisted Living") operates an assisted living facility located at 999 North M Street, Tulare, California 93274.

1 4. The two facilities are situated on the same campus. Upon information and belief, Grand
2 Oaks Care and Grand Oaks Assisted Living share common ownership, are subject to oversight by
3 the same corporate-level maintenance supervisor and the same chief executive, and share a common
4 corporate mailing address in Carlsbad, California.

5 5. Defendants Grand Oaks Care, LLC and Grand Oaks Assisted Living, LLC (“Defendants”)
6 are California limited liability companies with their principal place of business located in Tulare
7 County, California. Defendants are registered to and do conduct business in the State of California
8 and are subject to the laws of the State of California. All acts and omissions of Defendants
9 employees as alleged herein occurred while they were acting within the course and scope of their
10 employment.

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

19 **JURISDICTION AND VENUE**

20 7. This action is properly filed in Tulare County because the acts and omissions that give rise
21 to Plaintiff’s claims took place in Tulare County, and Defendants transact substantial business in
22 this County.

23 8. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
24 alleged herein occurred in Tulare County, California and Plaintiff suffered damages from such
25 conduct within Tulare County, California.

26 **FACTUAL ALLEGATIONS**

27 9. At all times relevant, Plaintiff was Defendants’ employee.
28

1 10. Plaintiff was employed by Defendants Grand Oaks Care Center from December 2021
2 through September 2, 2025, when he began working next door at Grand Oaks Assisted Living from
3 September 2, 2025 through February 5, 2026.

4 11. On or about December 13, 2021, Plaintiff began his employment with Grand Oaks Care as
5 Maintenance Director.

6 12. Plaintiff was classified as a non-exempt, full-time hourly employee, initially earning \$22.00
7 per hour. Plaintiff's hourly rate was subsequently raised to \$26.50 per hour.

8 13. Plaintiff's duties as Maintenance Director included electrical work, painting, patching, bed
9 repair, wheelchair maintenance, air conditioning service, generator operation, walk-in refrigerator
10 maintenance, and general facility upkeep.

11 14. Throughout his employment at Grand Oaks Care, Plaintiff worked eight-hour shifts, five
12 days per week. Plaintiff was paid semi-monthly via direct deposit, on the 10th and 25th of each
13 month.

14 15. On or about September 2, 2025, Plaintiff transferred from Grand Oaks Care to Grand Oaks
15 Assisted Living, located next door. As a condition of the transfer, Plaintiff retained his seniority,
16 accrued vacation time, accrued sick time, and his hourly rate of \$26.50 per hour.

17 16. During the approximately five months Plaintiff worked at Grand Oaks Assisted Living, he
18 was regularly called upon to perform maintenance work at the Grand Oaks Care facility as well.

19 17. On or about February 5, 2026, Grand Oaks Assisted Living issued Plaintiff a document
20 titled "Collective Action Memo," signed by Supervisor Alina Lemma, placing Plaintiff on
21 suspension pending receipt of an exemption from the California Care Provider Management Branch
22 ("CPMB"). The memo stated that if the exemption was denied or the case closed by CPMB,
23 Plaintiff would be separated from employment on the day Grand Oaks Assisted Living was notified.

24 18. Following the suspension, Plaintiff requested that Defendants accommodate him with a
25 position at another facility within their corporate family, but Defendants declined.

26 19. As of the date of this Complaint, Plaintiff remains on suspension without pay and has not
27 been provided a return-to-work date.
28

1 20. Defendants failed to pay Plaintiff for all hours worked because throughout his employment
2 with Defendants, Plaintiff performed work before clocking in on multiple occasions, including
3 responding to facility emergencies such as kitchen drain blockages and other repair needs. Plaintiff
4 was not compensated for this pre-shift work time.

5 21. Plaintiff also performed work after clocking out on multiple occasions, including returning
6 to the facility to complete repairs such as fixing light switches. Plaintiff was not compensated for
7 this post-shift work time.

8 22. Additionally, management contacted Plaintiff on evenings and weekends while he was off
9 the clock and required him to provide work-related guidance by telephone. Plaintiff was not
10 compensated for this time.

11 23. On occasions when Plaintiff's compensated and uncompensated hours combined exceeded
12 eight hours in a workday or forty hours in a workweek, Plaintiff did not receive overtime premium
13 compensation for those additional hours.

14 24. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff's 30-
15 minute meal breaks were regularly interrupted by management, who required him to perform work
16 tasks during his meal periods. On these occasions, Plaintiff did not receive a full, uninterrupted 30-
17 minute meal period.

18 25. Defendant failed to provide Plaintiff with compliant rest breaks because management
19 expected Plaintiff to remain active and working at all times. Management expressed displeasure
20 when Plaintiff rested, including by making comments to that effect in front of coworkers during
21 stand-up meetings and throughout the workday. As a result, Plaintiff regularly did not receive
22 uninterrupted 10-minute rest breaks for each four-hour period worked during an eight-hour shift.

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

25 27. Defendants issued wage statements to Plaintiff during the relevant period. Because those
26 statements did not account for pre-shift and post-shift hours worked, off-the-clock telephone
27 guidance provided from home, or meal and rest break premium pay, the wage statements issued to
28 Plaintiff did not accurately list total wages owed and hours worked, among other things.

1 28. Upon Plaintiff's suspension on or about February 5, 2026, Defendants did not pay Plaintiff
2 all wages earned and unpaid as of that date, including compensation for off-the-clock hours worked
3 and premium pay for missed meal and rest breaks.

4 29. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
5 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
6 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

7 **PAGA ALLEGATIONS**

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

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

15 32. The aggrieved employee has provided written notice by online filing to the LWDA and by
16 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations; and

19 33. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
21 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
22 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
23 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
24 to any other penalties to which the employee may be entitled.

25 34. On March 20, 2026, Plaintiff provided written notice by online filing to the LWDA and by
26 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
27 by Defendants, including the facts and theories to support the alleged violations.

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

4 36. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to March 20, 2026, through
6 final disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 37. Plaintiff incorporates by reference the paragraphs above.

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

15 39. An employer provides compliant meal breaks to its employees “if it relieves its employees
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
18 1004, 1040 (2012)).

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

22 41. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 42. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
26 11 Cal. 5th 858 (2021)).

27 43. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
28 break was missed.

1 44. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 45. Plaintiff incorporates by reference the paragraphs above.

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

10 47. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 48. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 49. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
17 11 Cal. 5th 858 (2021)).

18 50. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
19 break was missed.

20 51. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

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

24 **By Plaintiff Against All Defendants**

25 52. Plaintiff incorporates by reference the paragraphs above.

26 53. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
27 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
28 40 hours in a workweek.

1 54. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

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

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay All Overtime Owed**

6 **By Plaintiff Against All Defendants**

7 56. Plaintiff incorporates by reference the paragraphs above.

8 57. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
9 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee.”

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

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

15 **FIFTH CAUSE OF ACTION**

16 **Wage Statement Penalties**

17 **By Plaintiff Against All Defendants**

18 60. Plaintiff incorporates by reference the paragraphs above.

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

23 62. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
24 and incomplete.

25 63. Defendants knowingly and intentionally issued wage statements that were inaccurate and
26 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
27 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.
28

1 64. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **SIXTH CAUSE OF ACTION**

4 **Waiting Time Penalties**

5 **By Plaintiff Against All Defendants**

6 65. Plaintiff incorporates by reference the paragraphs above.

7 66. Labor Code sections 201 and 202 require that an employer provide an employee with all
8 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
9 employee's resignation.

10 67. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
12 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
13 thirty days.

14 68. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
15 conclusion of employment.

16 69. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
17 and costs.

18 **SEVENTH CAUSE OF ACTION**

19 **Violation of Unfair Competition Law**

20 **By Plaintiff Against All Defendants**

21 70. Plaintiff incorporates by reference the paragraphs above.

22 71. Defendants' conduct described herein constitutes unfair competition.

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

26 73. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
27 wrongfully withheld wages.

28 74. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **EIGHTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

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

4 75. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

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

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

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

23 83. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First - Second Cause of Action

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

Third Cause of Action

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

Fourth Cause of Action

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

Fifth Cause of Action

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

1 Sixth Cause of Action

- 2 1. Penalties pursuant to Labor Code section 203
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

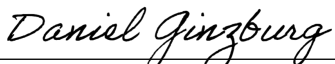
6 Seventh Cause of Action

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

11 Eighth Cause of Action

- 12 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
13 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
14 violate the California Labor Code in the manner alleged herein
15 3. Attorneys' fees
16 4. Costs
17 5. Other relief the court deems proper

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20 DATED: June 1, 2026

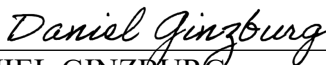
21 
22 DANIEL GINZBURG
23 Attorney for Plaintiff
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JURY TRIAL DEMAND

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

DATED: June 1, 2026



DANIEL GINZBURG
Attorney for Plaintiff