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IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

ASALEY RENE JOHNSON,

Plaintiff(s),

v.

RIVERSIDE POSTACUTE CARE LLC; and
DOES 1 through 100,

Defendant(s).

Case No. **CVRI 2603227**

COMPLAINT

- 1. Failure to Pay for All Hours Worked**
- 2. Failure to Timely Pay Wages**
- 3. Wage Statement Penalties**
- 4. Waiting Time Penalties**
- 5. Violation of Unfair Competition Law**
- 6. Private Attorneys General Act**
- 7. Violation of California Labor Code § 6310 – Retaliation**
- 8. Violation of California Labor Code § 98.6 – Retaliation**
- 9. Violation of California Labor Code § 1102.5 – Retaliation**
- 10. Wrongful Termination in Violation of Public Policy**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Asaley Rene Johnson (“Plaintiff”) is an adult resident of San Bernardino County, California, and was at all times relevant residing in San Bernardino County, California.

1 2. Defendant Riverside PostAcute Care LLC (“Defendant”) is a California limited liability
2 company with its principal place of business located in Riverside County, California. Defendant is
3 registered to and does conduct business in the State of California and is subject to the laws of the
4 State of California. All acts and omissions of Defendant employees as alleged herein occurred while
5 they were acting within the course and scope of their employment.

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

14 **JURISDICTION AND VENUE**

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

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

21 **FACTUAL ALLEGATIONS**

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

23 7. Plaintiff was employed by Defendants from on or about September 3, 2025 through on or
24 about December 26, 2025, in Riverside, California.

25 8. Plaintiff’s job position was Certified Nursing Assistant (CNA), and she was classified as a
26 non-exempt employee.

27 9. Plaintiff was paid \$20 per hour and worked four days on, two days off, typically eight-hour
28 shifts.

1 10. Plaintiff received her paychecks through direct deposit on a bi-weekly basis.

2 11. In or about October 2025, Plaintiff complained to Defendant about repeatedly being

3 assigned male patients who were combative to the women employees.

4 12. Plaintiff told management that she feared these combative male patients would hurt her and

5 requested assistance from a male employee if she was required to keep working with them.

6 13. On or about October 31, 2025, Plaintiff received a phone call from supervisor Katherine

7 telling her not to come into work and that she was accused of patient abandonment.

8 14. Defendant provided no formal suspension documentation or written notice of the allegations

9 against Plaintiff.

10 15. Plaintiff remained at home without pay for the entire month of November 2025.

11 16. In early December 2025, Defendant called Plaintiff back to work.

12 17. Plaintiff worked on or about December 8, 9, and 10, 2025.

13 18. On or about December 15-16, 2025, Plaintiff was off work with a doctor's note for a medical

14 condition.

15 19. In or about late December 2025, supervisor Kevin called Plaintiff into the office and

16 requested she sign false documents stating she had engaged in patient abandonment.

17 20. Plaintiff refused to resign from her position.

18 21. Kevin told Plaintiff she would not get her paycheck until she resigned.

19 22. Plaintiff stated she wanted to be paid her owed wages but would not resign.

20 23. Defendant later sent Plaintiff a letter falsely stating that she resigned, terminating her

21 employment on or about December 26, 2025.

22 24. Defendant failed to pay Plaintiff's December 2025 wages on time.

23 25. Defendant failed to pay Plaintiff's wages in full.

24 26. Plaintiff's December 2025 paycheck was due on or about December 24, 2025, but she has

25 not received payment.

26 27. Defendant told Plaintiff it would take months for her to receive her paycheck because she

27 was removed from the system.

28 28. Defendant told Plaintiff that if she wanted her paycheck, she would have to file a lawsuit.

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

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

PAGA ALLEGATIONS

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

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

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

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

35. On March 11, 2026, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

1 36. 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 37. 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 11, 2026, through
6 final disposition of this action.”

7 **FIRST CAUSE OF ACTION**

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

9 **By Plaintiff Against All Defendants**

10 38. Plaintiff incorporates by reference the paragraphs above.

11 39. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
12 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
13 40 hours in a workweek.

14 40. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

15 41. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
16 penalties, attorney fees, and costs.

17 **SECOND CAUSE OF ACTION**

18 **Failure to Timely Pay Wages**

19 **By Plaintiff Against All Defendants**

20 42. Plaintiff incorporates by reference the paragraphs above.

21 43. Labor Code sections 201 and 202 require an employer to pay all earned wages immediately
22 upon discharge, or within 72 hours when an employee quits without prior notice.

23 44. Defendants failed to timely pay Plaintiff all earned wages upon separation of employment as
24 alleged herein.

25 45. Plaintiff is therefore entitled to recover all unpaid wages, interest, attorney fees, and costs.
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1 **THIRD CAUSE OF ACTION**

2 **Wage Statement Penalties**

3 **By Plaintiff Against All Defendants**

4 46. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

16 **FOURTH CAUSE OF ACTION**

17 **Waiting Time Penalties**

18 **By Plaintiff Against All Defendants**

19 51. Plaintiff incorporates by reference the paragraphs above.

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

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

27 54. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
28 conclusion of employment.

1 55. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
2 and costs.

3 **FIFTH CAUSE OF ACTION**

4 **Violation of Unfair Competition Law**

5 **By Plaintiff Against All Defendants**

6 56. Plaintiff incorporates by reference the paragraphs above.

7 57. Defendants' conduct described herein constitutes unfair competition.

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

11 59. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
12 wrongfully withheld wages.

13 60. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

14 **SIXTH CAUSE OF ACTION**

15 **Private Attorneys General Act**

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

17 61. Plaintiff incorporates by reference the paragraphs above.

18 62. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
19 violation(s) of the Labor Code.

20 63. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

21 64. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
22 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
23 sections 1197.1 and 2699 apply.

24 65. With respect to violations of Labor Code sections 201-202 for failure to timely pay wages
25 to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 203 and 2699 apply.

26 66. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
27 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
28 and 2699 apply.

1 67. With respect to violations of Labor Code section 203 for failure to pay all wages due to
2 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
3 Labor Code section 2699 apply.

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

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

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Labor Code § 6310 - Retaliation**

11 **By Plaintiff Against All Defendants**

12 70. Plaintiff incorporates by reference the paragraphs above.

13 71. Labor Code section 6310 prohibits an employer from discharging or in any way
14 discriminating against an employee because the employee made a bona fide oral or written
15 complaint to the employer regarding employee safety or health.

16 72. In or about October 2025, Plaintiff complained to Defendants about being repeatedly
17 assigned combative male patients who posed a physical safety risk to her and other female
18 employees, and requested that a male employee assist her if she was required to continue working
19 with those patients.

20 73. Within 90 days of Plaintiff's safety complaint, Defendants falsely accused Plaintiff of patient
21 abandonment, suspended her without pay and without documentation, and ultimately terminated her
22 employment.

23 74. Because Plaintiff engaged in this legally protected activity fewer than 90 days before
24 Defendants' adverse actions, there is a presumption under California law that Defendants' actions
25 were retaliatory.

26 75. Plaintiff is therefore entitled to recover lost wages, lost benefits, emotional distress damages,
27 reinstatement or front pay, civil penalties, attorney fees, and costs.

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 98.6 - Retaliation**

3 **By Plaintiff Against All Defendants**

4 76. Plaintiff incorporates by reference the paragraphs above.

5 77. Labor Code section 98.6 prohibits an employer from discharging or in any way
6 discriminating against an employee because the employee has filed a bona fide complaint or claim,
7 or has initiated any proceedings relating to rights under the Labor Code, including the right to
8 receive all wages due and owing.

9 78. Plaintiff invoked her rights under the Labor Code by demanding payment of her earned
10 wages and refusing to resign as a condition of receiving those wages.

11 79. In direct response to Plaintiff's exercise of these rights, Defendants withheld Plaintiff's
12 wages, fabricated a resignation, and terminated her employment on or about December 26, 2025.

13 80. Because Plaintiff engaged in this legally protected activity fewer than 90 days before
14 Defendants' adverse actions, there is a presumption under California law that Defendants' actions
15 were retaliatory.

16 81. As a direct and proximate result of Defendants' conduct, Plaintiff suffered lost wages, lost
17 benefits, and other economic and non-economic damages.

18 82. Plaintiff is therefore entitled to recover lost wages, lost benefits, emotional distress damages,
19 reinstatement or front pay, a civil penalty of up to \$10,000 per violation, attorney fees, and costs.

20 **NINTH CAUSE OF ACTION**

21 **Violation of California Labor Code § 1102.5 - Retaliation**

22 **By Plaintiff Against All Defendants**

23 83. Plaintiff incorporates by reference the paragraphs above.

24 84. Labor Code section 1102.5 prohibits an employer from retaliating against an employee for
25 disclosing information to a person with authority over the employee, or to another employee who
26 has the authority to investigate, discover, or correct a violation, where the employee has reasonable
27 cause to believe that the information discloses a violation of a state or federal statute, or a violation
28 of or noncompliance with a local, state, or federal rule or regulation.

1 85. In or about October 2025, Plaintiff reported to Defendants' management that Defendants
2 were assigning combative male patients to female employees without adequate safety measures, a
3 practice Plaintiff reasonably believed constituted a violation of state and federal workplace safety
4 laws and regulations.

5 86. In direct response to Plaintiff's report, Defendants falsely accused Plaintiff of patient
6 abandonment, suspended her without pay, demanded she sign false documents, withheld her wages,
7 and ultimately terminated her employment on or about December 26, 2025.

8 87. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff suffered lost
9 wages, lost benefits, and other economic and non-economic damages.

10 88. Plaintiff is therefore entitled to recover lost wages, lost benefits, emotional distress damages,
11 reinstatement or front pay, a civil penalty of up to \$10,000 per violation, attorney fees, and costs.

12 **TENTH CAUSE OF ACTION**

13 **Wrongful Termination in Violation of Public Policy**

14 **By Plaintiff Against All Defendants**

15 89. Plaintiff incorporates by reference the paragraphs above.

16 90. At all times mentioned in this complaint, it was a fundamental policy of the State of
17 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
18 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
19 engagement in protected activity.

20 91. Based on the actions described above, Defendants terminated Plaintiff for engaging in
21 protected activity.

22 92. Defendants actions were in violation of California Public Policy.

23 93. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
24 will continues to suffer damages, as stated below.

25 **PRAYER FOR RELIEF**

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

27 **First Cause of Action**

28 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1

- 1 2. Liquidated damages
- 2 3. Interest
- 3 4. Attorneys' fees
- 4 5. Costs
- 5 6. Other relief the court deems proper

6 Second Cause of Action

- 7 1. Restitution of all wrongfully withheld wages
- 8 2. Penalties pursuant to Labor Code section 203
- 9 3. Interest
- 10 4. Attorneys' fees
- 11 5. Costs
- 12 6. Other relief the court deems proper

13 Third Cause of Action

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

18 Fourth Cause of Action

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

23 Fifth Cause of Action

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

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1 Sixth Cause of Action

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

8 Seventh Cause of Action

- 9 1. Civil penalties pursuant to Labor Code section 6310
10 2. Reinstatement, or front pay in lieu thereof
11 3. Compensatory damages
12 4. Interest
13 5. Attorneys' fees
14 6. Costs
15 7. Other relief the court deems proper

16 Eighth Cause of Action

- 17 1. Civil penalties pursuant to Labor Code section 98.6
18 2. Reinstatement, or front pay in lieu thereof
19 3. Compensatory damages
20 4. Interest
21 5. Attorneys' fees
22 6. Costs
23 7. Other relief the court deems proper

24 Ninth Cause of Action

- 25 1. Civil penalties pursuant to Labor Code section 1102.5
26 2. Reinstatement, or front pay in lieu thereof
27 3. Compensatory damages
28 4. Punitive damages

- 1 5. Interest
2 6. Attorneys' fees
3 7. Costs
4 8. Other relief the court deems proper

5 Tenth Cause of Action

- 6 1. Back pay and front pay
7 2. Interest on the above amounts
8 3. Compensatory damages
9 4. Punitive damages
10 5. Attorneys' fees
11 6. Costs
12 7. Other relief the court deems proper

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15 DATED: May 26, 2026

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17 DANIEL GINZBURG
18 Attorney for Plaintiff
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JURY TRIAL DEMAND

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

DATED: May 26, 2026

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff