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CARLO OLANO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CARLO OLANO, an individual,

Plaintiff,

v.

A S & P CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **26CV186824**
[Unlimited Jurisdiction]

**PLAINTIFF CARLO OLANO'S
COMPLAINT FOR DAMAGES FOR:**

- 1. FAILURE TO PAY MINIMUM WAGES (LAB. CODE §§ 1194, 1197);**
 - 2. FAILURE TO PAY OVERTIME WAGES (LAB. CODE §§ 510, 1194);**
 - 3. FAILURE TO PROVIDE MEAL PERIODS (LAB. CODE §§ 226.7, 512);**
 - 4. FAILURE TO PROVIDE REST PERIODS (LAB. CODE § 226.7);**
 - 5. FAILURE TO PROVIDE DAY OF REST (LAB. CODE §§ 551, 552);**
 - 6. FAILURE TO PAY WAGES WHEN DUE (LAB. CODE § 204);**
 - 7. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (LAB. CODE § 226);**
 - 8. FAILURE TO PAY FINAL WAGES UPON SEPARATION (LAB. CODE §§ 201–203);**
 - 9. RETALIATION (LAB. CODE § 1102.5);**
 - 10. CONSTRUCTIVE WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
 - 11. VIOLATION OF LABOR CODE § 2699, ET SEQ. (PAGA)**
- DEMAND FOR JURY TRIAL**

Plaintiff Carlo OlanO (“Plaintiff”) alleges as follows on knowledge as to himself and his own acts/interactions, and on information and belief as to all other matters:

1 **PARTIES**

2 1. Plaintiff, at all times relevant herein, is and has been a resident of the State of
3 California.

4 2. Defendant A S & P Corporation (“Defendant”) is, and was at all relevant times, a
5 California corporation authorized to transact, and transacting, business in the State of California
6 and County of Alameda. Defendant has its principal place of business located in Union City,
7 County of Alameda, California, and operates one or more adult residential care facilities doing
8 business as Bordon Homes.

9 3. The true names and capacities of the Defendants named herein as Does 1 through
10 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff
11 who therefore sues such Defendants by fictitious names pursuant to California Code of Civil
12 Procedure section 474. Plaintiff is informed and believes that all of the Doe Defendants are
13 California residents. Plaintiff will amend this Complaint to show such true names and capacities
14 when they have been determined.

15 4. Plaintiff is informed and believes that at all times relevant herein, each Defendant
16 designated, including Does 1 through 100, was the agent, managing agent, principal, owner,
17 partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of each
18 of the other Defendants, and was at all times mentioned herein acting within the course and scope
19 of said agency and employment, and that all acts or omissions alleged herein were duly
20 committed with the ratification, knowledge, permission, encouragement, authorization and
21 consent of each Defendant designated herein.

22 **JURISDICTION & VENUE**

23 5. This Court has personal jurisdiction over each of the Defendants because they are
24 residents of and/or doing business in the State of California.

25 6. Under California Code of Civil Procedure section 395(a), venue is proper in this
26 county because Defendant A S & P Corporation operates its principal place of business in
27 Alameda County, California; and the acts and omissions giving rise to this action, including
28 Plaintiff’s employment and the adverse actions suffered by Plaintiff, occurred in the County of

Alameda, California.

ADMINISTRATIVE EXHAUSTION

7. The claims asserted in this Complaint arise exclusively under the California Labor Code and California common law. The causes of action for retaliation under Labor Code section 1102.5 and for constructive wrongful termination in violation of public policy do not require exhaustion of administrative remedies before the California Civil Rights Department. Accordingly, no administrative filing is a prerequisite to bringing this action.

8. With respect to Plaintiff's representative PAGA claim (Twelfth Cause of Action), on or around March 3, 2026, Plaintiff, through counsel, served the Labor and Workforce Development Agency ("LWDA") and Defendant with a written notice of Labor Code violations pursuant to Labor Code section 2699.3. More than sixty-five (65) calendar days have elapsed since the postmark date of the LWDA notice, and the LWDA has not provided notice of its intent to investigate the alleged violations. Plaintiff has therefore satisfied the administrative prerequisites to bringing this representative PAGA action.

FACTUAL ALLEGATIONS

9. Defendant A S & P Corporation is a licensed adult residential care company operating under the doing-business-as name Bordon Homes, providing housing and support services for individuals with developmental disabilities in the County of Alameda, California. Defendant employs caregivers who deliver personal care, hygiene assistance, feeding, medication administration, and continuous supervision for residents who require daily living support. Defendant operates residential care homes where both residents and caregivers live on the premises to ensure continuous supervision and support.

10. On or around November 7, 2024, Plaintiff Carlo Olano commenced employment with Defendant as a Direct Staff Professional and live-in caregiver at one of Defendant's residential care facilities located in Alameda County. Plaintiff was responsible for: providing personal hygiene care including bathing and diaper changes; feeding residents and administering medications; monitoring residents throughout the day and night; and accompanying residents on outings. Plaintiff was assigned to care for two male residents, David and Nigel, one of whom was

1 bedridden and required frequent attention, and the other of whom experienced seizures and
2 required constant supervision.

3 11. Plaintiff's scheduled work hours were 7:00 AM to 10:00 PM, totaling fifteen (15)
4 hours per day, approximately six (6) days per week. Plaintiff reported directly to Administrator
5 Betchie Terado ("Ms. Terado"), with additional oversight from Owners Antonio Bordon and
6 Shirley Bordon. In exchange for performing his job duties, Plaintiff was compensated at an
7 hourly rate of \$17.00.

8 12. During his tenure with Defendant, Plaintiff demonstrated exceptional dedication
9 and commitment to his caregiving responsibilities. Plaintiff built strong relationships with the
10 residents under his care, consistently maintained proper care protocols, maintained reliable
11 attendance, and received no disciplinary actions during his employment.

12 13. Throughout Plaintiff's employment, Defendant engaged in systematic wage theft
13 through a scheme involving two separate timesheets designed to minimize Plaintiff's
14 compensation and avoid overtime obligations. The first timesheet, labeled for Bordon Homes,
15 recorded only eight (8) hours of work per day at Plaintiff's base rate of \$17.00 per hour. The
16 second timesheet, labeled "RCEB In-Home Supplemental Support COVID," recorded additional
17 hours at a rate of \$20.27 per hour. Despite working fifteen-hour shifts daily, the combined hours
18 recorded on both timesheets totaled only approximately twelve and one-half (12.5) hours on
19 weekdays. On weekends and holidays, Plaintiff worked the same fifteen-hour shifts but was paid
20 for only eight (8) hours total, with no supplemental hours recorded.

21 14. In addition to the unpaid wages and overtime violations, Defendant systematically
22 denied Plaintiff legally required meal and rest periods. From November 2024 through September
23 2025, Plaintiff received no meal periods during his fifteen-hour shifts. Plaintiff never received
24 the required ten-minute rest periods at any point during his entire employment. The nature of
25 caring for two residents with significant needs made breaks impossible without relief coverage,
26 which Defendant never provided. One resident required constant supervision due to seizures and
27 a tendency to attempt to leave the facility, while the other resident was bedridden and required
28 frequent diaper changes throughout the day.

1 15. Despite knowing that Plaintiff was not receiving legally required rest periods,
2 Defendant required Plaintiff to sign timesheets each pay period containing a false attestation that
3 he had received all rest periods to which he was entitled. Plaintiff was compelled to sign these
4 false attestations in order to receive his wages.

5 16. Defendant further violated California law by systematically delaying payment of
6 wages owed to Plaintiff. Each pay period, Defendant claimed that the supplemental program
7 funds had not yet arrived and therefore could not pay Plaintiff for those hours on time. As a result,
8 a portion of Plaintiff's wages were routinely delayed by fifteen (15) to thirty (30) days or longer.
9 This pattern of delayed payment occurred throughout Plaintiff's entire employment. For
10 example, wages earned during the pay period of January 27, 2025, through February 9, 2025,
11 were not released until March 15, 2025, a delay of over one month.

12 17. Throughout his employment, Defendant regularly required Plaintiff to work seven
13 (7) or more consecutive days without providing a day of rest. During December 2024 and January
14 2025, Plaintiff worked two (2) to three (3) consecutive weeks without any days off. Defendant
15 manipulated schedules around bi-weekly pay period cutoffs to obscure the pattern of consecutive
16 workdays, resulting in stretches of seven (7) to ten (10) consecutive workdays. Plaintiff was
17 never paid the premium rate required under California law for working on a seventh consecutive
18 day.

19 18. As a live-in caregiver, Plaintiff was also required to respond to residents' needs
20 outside of his scheduled shift hours. Plaintiff regularly had to wake up to attend to residents as
21 early as 3:00 AM to 5:00 AM multiple times each week. Plaintiff was not compensated for this
22 additional work performed outside of his scheduled hours. Additionally, on Plaintiff's designated
23 days off, he was required to return to the facility by 10:00 PM that same evening because the
24 relief caregiver's shift ended at that time, meaning Plaintiff's days off lasted only a few hours.

25 19. Beginning in or around May 2025, Plaintiff formally raised concerns about these
26 ongoing violations. On or around May 7, 2025, Plaintiff attended a meeting with Ms. Terado and
27 the owners where he complained about not receiving meal or rest periods and not being paid for
28 all hours worked. Rather than addressing the wage violations, owner Antonio Bordon

1 intentionally redirected the conversation toward the break issue only while ignoring the more
2 significant compensation complaints. No changes were implemented following this meeting.

3 20. On or around September 4, 2025, Plaintiff attended another meeting with Ms.
4 Terado where he again complained about missed rest periods and improper payment. Rather than
5 acknowledging Defendant's failures, Ms. Terado responded that it was Plaintiff's own fault that
6 he was not getting breaks. Following this meeting, Defendant finally implemented a one-hour
7 lunch break from 11:00 AM to 12:00 PM. In or around early October 2025, when two residents
8 began attending a day program outside the facility, Defendant added an afternoon break from
9 3:00 PM to 6:00 PM. The fact that breaks were provided only after Plaintiff's repeated
10 complaints, and only when residents were absent from the facility, demonstrates that Defendant
11 had the ability to provide breaks throughout Plaintiff's employment but deliberately chose not to
12 do so. Even after these partial accommodations, Plaintiff still did not receive the required ten-
13 minute rest periods, was still not paid for all hours worked on weekends, and still worked off the
14 clock during nighttime tasks.

15 21. On or around November 11, 2025, Plaintiff spoke with Ms. Terado and
16 complained about working fifteen-hour shifts on weekends while only being paid for eight (8)
17 hours. Ms. Terado acknowledged that weekend shifts would illegally not be paid the full hours
18 and attributed the problem to a staff shortage. Immediately following this complaint, Defendant
19 retaliated against Plaintiff by altering his weekday schedule to less desirable hours. Before the
20 November 11, 2025, complaint, Plaintiff's weekday schedule consisted of shifts from 10:00 AM
21 to 3:00 PM and 6:00 PM to 10:00 PM. After the complaint, Defendant changed multiple days on
22 Plaintiff's weekday schedule to 6:00 AM to 11:00 AM and 12:00 PM to 4:00 PM, requiring
23 Plaintiff to wake up hours earlier despite already being required to attend to residents throughout
24 the night. Defendant maintained the offending weekend schedule without correction.

25 22. In or around October 2025, Plaintiff verbally informed Owner Shirley Bordon that
26 he could no longer continue working for the company due to the ongoing violations and
27 mistreatment. On or around November 21, 2025, Plaintiff submitted his resignation letter and
28 concluded his employment with Defendant. Plaintiff's resignation was not voluntary but was the

1 direct and foreseeable result of Defendant's systematic wage theft, denial of meal and rest
2 periods, failure to provide days of rest, coerced false attestations, delayed wage payments, unpaid
3 nighttime work, and retaliation. The cumulative effect of these conditions was so intolerable that
4 no reasonable employee in Plaintiff's position would be expected to continue.

5 23. As of the date of the Demand Letter, Defendant had failed to pay Plaintiff all
6 wages owed upon separation from employment. Plaintiff had not received his final paycheck for
7 wages earned during his last pay period ending November 21, 2025. Additionally, Plaintiff was
8 owed supplemental program wages that were delayed and never paid prior to his separation.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES (Labor Code §§ 1194, 1197)**

11 **(AGAINST ALL DEFENDANTS)**

12 24. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
13 herein.

14 25. California Labor Code section 1197 prohibits employers from paying employees
15 less than the minimum wage for each hour worked. Labor Code section 1194 provides employees
16 the right to recover unpaid minimum wages, interest, and attorneys' fees.

17 26. Because Defendant did not compensate Plaintiff for all hours actually worked—
18 including the uncompensated nighttime hours Plaintiff regularly worked responding to residents
19 (typically between 3:00 AM and 5:00 AM, multiple times per week) and the unrecorded hours
20 on weekends during which Plaintiff worked fifteen-hour shifts but was paid for only eight
21 hours—Plaintiff's effective hourly compensation for certain pay periods fell below the applicable
22 California minimum wage. Defendant's failure to pay minimum wages for all hours worked was
23 willful and not the result of a bona fide dispute.

24 27. As a proximate result of the acts of Defendant and Does 1 through 100, and each
25 of them, Plaintiff has suffered damages in the form of unpaid minimum wages in an amount to
26 be ascertained at the time of trial, together with interest, attorneys' fees, and costs.

27 **SECOND CAUSE OF ACTION**

28 **FAILURE TO PAY OVERTIME WAGES (Labor Code §§ 510, 1194)**

1 **(AGAINST ALL DEFENDANTS)**

2 28. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
3 herein.

4 29. California Labor Code section 510(a) requires employers to pay overtime at one
5 and one-half times the regular rate of pay for all hours worked in excess of eight (8) per day or
6 forty (40) per week, and double the regular rate for all hours in excess of twelve (12) per day and
7 for all hours worked on the seventh consecutive day in excess of eight (8) hours.

8 30. Throughout his employment, Plaintiff regularly worked fifteen-hour shifts daily,
9 exceeding eight (8) hours per day and forty (40) hours per week. Defendant systematically failed
10 to pay Plaintiff any overtime compensation through its dual-timesheet scheme, which artificially
11 limited recorded hours to twelve and one-half (12.5) hours on weekdays and eight (8) hours on
12 weekends and holidays. Defendant also failed to properly calculate the regular rate of pay for
13 overtime purposes, which should have incorporated both the \$17.00 base rate and the \$20.27
14 supplemental rate paid for the same hours of work. Defendant further failed to pay Plaintiff any
15 overtime premium for work performed on the seventh consecutive day of any workweek.

16 31. As a proximate result of the acts of Defendant and Does 1 through 100, and each
17 of them, Plaintiff has suffered damages in the form of unpaid overtime wages in an amount to be
18 ascertained at the time of trial, together with interest, attorneys' fees, and costs.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS (Labor Code §§ 226.7, 512)**

21 **(AGAINST ALL DEFENDANTS)**

22
23 32. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
24 herein.

25 33. California Labor Code section 512(a) requires employers to provide employees
26 with a meal period of not less than thirty (30) uninterrupted minutes before the end of the
27 employee's fifth hour of work. Labor Code section 226.7 prohibits employers from requiring
28 employees to work during legally mandated meal periods and requires employers to pay one

1 additional hour of compensation at the employee's regular rate of pay for each workday on which
2 a meal period is not provided. This premium must be calculated at the full regular rate of pay,
3 including all forms of remuneration. (Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th
4 858.)

5 34. From November 2024 through September 2025, a period of approximately eleven
6 (11) months, Defendant failed to provide Plaintiff with any meal period during his fifteen-hour
7 shifts. Defendant never provided a substitute or relief caregiver to enable Plaintiff to take an
8 uninterrupted meal period, and never implemented any mechanism to ensure meal period
9 compliance. Only after Plaintiff's repeated complaints in September 2025 did Defendant begin
10 providing a one-hour lunch break. Even after this change, Plaintiff was owed premium pay for
11 each prior workday on which no meal period was provided.

12 35. As a proximate result of the acts of Defendant and Does 1 through 100, and each
13 of them, Plaintiff has suffered damages in the form of unpaid meal period premium wages for
14 each workday on which a compliant meal period was not provided, in an amount to be ascertained
15 at the time of trial, together with interest, attorneys' fees, and costs.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST PERIODS (Labor Code § 226.7; IWC Wage Order No.**

18 **5)**

19 **(AGAINST ALL DEFENDANTS)**

20 36. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
21 herein.

22 37. IWC Wage Order No. 5 (Public Housekeeping Industry), which applies to 24-
23 hour residential care facilities for the elderly, blind, or developmentally disabled, and California
24 Labor Code section 226.7, require employers to authorize and permit employees to take a paid
25 rest period of not less than ten (10) net minutes for every four (4) hours worked, or major fraction
26 thereof. An employer's failure to authorize or permit required rest periods obligates the employer
27 to pay one (1) additional hour of compensation at the employee's regular rate of pay for each
28 workday on which a rest period is not provided. This duty is non-waivable.

38. Throughout the entirety of Plaintiff's employment from November 7, 2024, through November 21, 2025, Defendant never once authorized or permitted Plaintiff to take a ten-minute rest period. For Plaintiff's fifteen-hour shifts, Plaintiff was entitled to four (4) rest periods per shift. Defendant never provided a relief caregiver to cover Plaintiff's duties during a rest period, and Defendant coerced Plaintiff into signing timesheets falsely attesting that all rest periods had been provided, when in fact no compliant ten-minute rest periods were ever provided at any point during Plaintiff's employment.

39. As a proximate result of the acts of Defendant and Does 1 through 100, and each of them, Plaintiff has suffered damages in the form of unpaid rest period premium wages for each workday during which required rest periods were not provided, in an amount to be ascertained at the time of trial, together with interest, attorneys' fees, and costs.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE DAY OF REST (Labor Code §§ 551, 552)

(AGAINST ALL DEFENDANTS)

40. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

41. California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest therefrom in seven. Labor Code section 552 makes it unlawful for any employer to cause an employee to work more than six days in seven. (*Mendoza v. Nordstrom, Inc.* (2017) 2 Cal.5th 1074.) Furthermore, California law requires that an employee working on the seventh consecutive day of a workweek be compensated at one and one-half times the regular rate of pay for the first eight hours and double the regular rate for all hours exceeding eight.

42. During December 2024 and January 2025, Plaintiff worked two (2) to three (3) consecutive weeks without any days off, resulting in stretches of seven (7) to ten (10) consecutive workdays. Defendant manipulated schedules around bi-weekly pay period cutoffs to obscure the pattern of consecutive workdays. Additionally, on Plaintiff's designated days off, he was required to return to the facility by 10:00 PM the same evening, negating any meaningful rest. Defendant

1 never paid Plaintiff the premium rate required by California law for work on the seventh
2 consecutive day of any workweek.

3 43. As a proximate result of the acts of Defendant and Does 1 through 100, and each
4 of them, Plaintiff has suffered damages in the form of unpaid day-of-rest premiums and other
5 compensation owed under Labor Code sections 551 and 552, in an amount to be ascertained at
6 the time of trial, together with interest, attorneys' fees, and costs.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES WHEN DUE (LABOR CODE § 204)**

9 **(AGAINST ALL DEFENDANTS)**

10 44. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
11 herein.

12 45. California Labor Code section 204(a) requires employers to pay all wages earned
13 by an employee in a pay period no later than the payday designated in advance by the employer.
14 Labor Code section 210 provides for civil penalties for each violation of section 204.

15 46. Throughout Plaintiff's entire employment, Defendant systematically delayed
16 payment of supplemental program wages owed to Plaintiff by fifteen (15) to thirty (30) days or
17 more beyond each applicable payday. For example, wages earned during the pay period of
18 January 27, 2025, through February 9, 2025, were not released until March 15, 2025, a delay of
19 over one month. Defendant's practice of delaying supplemental wages was consistent throughout
20 the employment period and constituted a willful and systematic disregard of California's wage
21 payment requirements.

22 47. As a proximate result of the acts of Defendant and Does 1 through 100, and each
23 of them, Plaintiff has suffered damages and is entitled to civil penalties, interest, attorneys' fees,
24 and costs in amounts to be ascertained at the time of trial.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (Labor Code § 226)**

27 **(AGAINST ALL DEFENDANTS)**

28 48. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth

1 herein.

2 49. California Labor Code section 226(a) requires employers to furnish employees
3 with an accurate, itemized written statement with each wage payment showing, among other
4 things, the total hours worked, all applicable rates of pay, gross wages earned, and net wages
5 earned. Labor Code section 226(e) provides statutory penalties of up to \$4,000 for willful
6 violations.

7 50. Each pay period, Defendant provided Plaintiff with materially inaccurate wage
8 statements that: (1) recorded only eight (8) hours of work per day on the Bordon Homes timesheet
9 when Plaintiff actually worked fifteen (15) hours per day; (2) failed to record the nighttime
10 uncompensated work hours; (3) failed to accurately reflect all applicable rates of pay from both
11 wage streams; and (4) contained false attestation language requiring Plaintiff to declare that he
12 had received all rest periods, when in fact no compliant rest periods were provided at any time
13 during Plaintiff's employment, and no compliant meal periods were provided for the first ten
14 months of his employment. These inaccuracies were not inadvertent but were part of Defendant's
15 deliberate scheme to conceal the true scope of hours worked and wages owed. Plaintiff was
16 compelled to sign these false attestations as a condition of receiving any wages.

17 51. As a proximate result of the acts of Defendant and Does 1 through 100, and each
18 of them, Plaintiff has suffered injury and is entitled to statutory penalties, actual damages,
19 attorneys' fees, and costs in amounts to be ascertained at the time of trial.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO PAY FINAL WAGES UPON SEPARATION (Labor Code §§ 201–203)**
22 **(AGAINST ALL DEFENDANTS)**

23 52. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
24 herein.

25 53. California Labor Code section 202 requires that when an employee voluntarily
26 resigns, all wages earned and unpaid must be paid within seventy-two (72) hours, or immediately
27 if the employee has given at least seventy-two hours' notice. Labor Code section 203 imposes a
28 penalty equal to the employee's daily wages for each day wages remain unpaid, up to a maximum

1 of thirty (30) days, when an employer willfully fails to pay wages due upon separation.

2 54. Upon Plaintiff's resignation on November 21, 2025, Defendant failed to pay
3 Plaintiff all wages due and owing. Plaintiff did not receive his final paycheck for wages earned
4 during his last pay period, and the supplemental program wages that had been delayed and not
5 paid prior to his separation were never paid. Defendant's failure to timely pay all final wages was
6 willful, as demonstrated by Defendant's systematic practice of delaying wage payments and
7 failing to compensate Plaintiff for all hours worked throughout his employment.

8 55. As a proximate result of the acts of Defendant and Does 1 through 100, and each
9 of them, Plaintiff is entitled to waiting time penalties equal to his daily wage rate for each day
10 wages remained unpaid, up to thirty (30) days, together with all unpaid wages, interest, attorneys'
11 fees, and costs in amounts to be ascertained at the time of trial.

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO PRODUCE PERSONNEL AND PAYROLL RECORDS (Labor Code §§**

14 **1198.5, 226)**

15 **(AGAINST ALL DEFENDANTS)**

16 56. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
17 herein.

18 57. California Labor Code section 1198.5 grants current and former employees the
19 right to inspect and receive a copy of their personnel records within thirty (30) days of a written
20 request, and entitles the employee to recover a statutory penalty of seven hundred fifty dollars
21 (\$750), together with injunctive relief, reasonable attorneys' fees, and costs, for noncompliance.
22 Labor Code section 226(b) and (c) require employers to furnish copies of payroll records to a
23 current or former employee within twenty-one (21) days of a written request, and Labor Code
24 section 226(f) provides a statutory penalty of seven hundred fifty dollars (\$750) for
25 noncompliance.

26 58. On or around December 1, 2025, Plaintiff, through counsel, served Defendant
27 with a written request for a copy of his complete personnel file and payroll records pursuant to
28 Labor Code sections 1198.5 and 226(b). Defendant failed to produce any responsive records

1 within the statutory deadlines. Defendant did not produce any responsive records until on or
2 around January 15, 2026, well beyond both the thirty (30)-day deadline under Labor Code section
3 1198.5 and the twenty-one (21)-day deadline under Labor Code section 226(b) and (c).

4 59. As a proximate result of Defendant's failure to timely produce Plaintiff's
5 personnel and payroll records, Plaintiff is entitled to statutory penalties under Labor Code
6 sections 1198.5(k) and 226(f), together with injunctive relief, reasonable attorneys' fees, and
7 costs as provided by Labor Code sections 1198.5(l) and 226(h).

8 **TENTH CAUSE OF ACTION**

9 **RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**

10 **(AGAINST ALL DEFENDANTS)**

11 60. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
12 herein.

13 61. California Labor Code section 1102.5 prohibits employers from retaliating against
14 employees who disclose information to a person with authority over the employee, or to another
15 employee with authority to investigate, discover, or correct the violation, where the employee
16 has reasonable cause to believe that the information discloses a violation of a state or federal
17 statute or regulation. Section 1102.5 also prohibits retaliation against employees for refusing to
18 participate in an activity that would result in a violation of law. An employer who violates section
19 1102.5 is liable for actual damages, reinstatement, and civil penalties of up to \$10,000 per
20 violation.

21 62. Plaintiff engaged in protected activity under Labor Code section 1102.5 by
22 repeatedly reporting wage and hour violations to his supervisors and to Defendant's owners,
23 including at meetings on or around May 7, 2025, September 4, 2025, and November 11, 2025.
24 In these meetings, Plaintiff complained about the failure to pay him for all hours worked, the
25 failure to provide required breaks, and the systematic underpayment of weekend wages. Plaintiff
26 had reasonable cause to believe these practices violated the California Labor Code.

27 63. Immediately following Plaintiff's November 11, 2025, complaint about weekend
28 wage theft, Defendant retaliated against Plaintiff by unilaterally changing Plaintiff's weekday

1 schedule from the 10:00 AM to 3:00 PM and 6:00 PM to 10:00 PM shifts to the significantly less
2 desirable 6:00 AM to 11:00 AM and 12:00 PM to 4:00 PM shifts. This change forced Plaintiff to
3 wake several hours earlier than usual, despite already performing uncompensated nighttime
4 work. The temporal proximity between Plaintiff's protected complaint and the immediate
5 schedule change demonstrates retaliatory animus. Defendant took no corrective action on the
6 underlying wage violations Plaintiff complained about.

7 64. As a proximate result of the acts of Defendant and Does 1 through 100, and each
8 of them, Plaintiff has suffered and will continue to suffer economic damages including lost wages
9 and benefits, emotional distress damages, and other compensatory damages in amounts to be
10 ascertained at the time of trial, together with civil penalties, attorneys' fees, and costs.

11 65. The above-described acts of Defendant and Does 1 through 100, and each of them,
12 were willful, intentional, and malicious, and done with conscious disregard for Plaintiff's rights,
13 warranting the imposition of exemplary and punitive damages in an amount sufficient to punish
14 said Defendants and to deter others from engaging in similar conduct.

15 **ELEVENTH CAUSE OF ACTION**

16 **CONSTRUCTIVE WRONGFUL TERMINATION IN VIOLATION OF PUBLIC**
17 **POLICY**
18 **(AGAINST ALL DEFENDANTS)**

19 66. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth
20 herein.

21 67. California law prohibits an employer from terminating an employee—or
22 constructively discharging an employee through deliberate creation of intolerable working
23 conditions—in violation of a fundamental public policy. (Tameny v. Atlantic Richfield Co.
24 (1980) 27 Cal.3d 167; Turner v. Anheuser-Busch, Inc. (1994) 7 Cal.4th 1238.) Constructive
25 discharge occurs when an employer intentionally creates, or knowingly permits to exist, working
26 conditions so intolerable that a reasonable employee in the employee's position would have no
27 reasonable alternative but to resign. The fundamental public policies underlying this claim
28 include, without limitation, the right of employees to receive lawful wages, the prohibition on

1 wage theft, the prohibition on retaliation for protected complaints about wage violations, and the
2 public policy embodied in Labor Code sections 510, 512, 226.7, 551, 552, 1102.5, and related
3 statutes.

4 68. The combination of Defendant's conduct created working conditions so
5 intolerable that no reasonable employee in Plaintiff's position could be expected to continue: (a)
6 systematic wage theft through a dual-timesheet scheme that paid Plaintiff for only twelve and
7 one-half hours on weekdays and eight hours on weekends despite requiring fifteen-hour shifts;
8 (b) complete denial of meal and rest periods for the first ten months of employment; (c) coerced
9 false attestations as a condition of receiving any wages; (d) routine delays of wages by fifteen to
10 thirty or more days; (e) regular uncompensated nighttime work; (f) systematic denial of days of
11 rest; and (g) immediate retaliatory schedule change following Plaintiff's November 11, 2025,
12 complaint about wage theft. In or around October 2025, Plaintiff informed Defendant's owner
13 that he could no longer continue working under these conditions. On or around November 21,
14 2025, Plaintiff resigned as the direct and foreseeable result of Defendant's wrongful conduct.

15 69. As a proximate result of the acts of Defendant and Does 1 through 100, and each
16 of them, Plaintiff has suffered and will continue to suffer economic damages including lost wages
17 and benefits, and non-economic damages including emotional distress and mental anguish, in
18 amounts to be ascertained at the time of trial.

19 70. As a further proximate result of the acts of Defendant and Does 1 through 100,
20 and each of them, Plaintiff has incurred and will continue to incur expenses for the treatment of
21 physical, emotional, and mental injuries sustained as a result of Defendants' acts, in an amount
22 to be ascertained at the time of trial.

23 71. The above-described acts of Defendant and Does 1 through 100, and each of them,
24 were willful, intentional, and malicious and done with the intent to vex, injure, and annoy
25 Plaintiff and warrant the imposition of exemplary and punitive damages in an amount sufficient
26 to punish said Defendants and to deter others from engaging in similar conduct.

27 **TWELFTH CAUSE OF ACTION**

28 **VIOLATION OF CALIFORNIA LABOR CODE § 2699, ET SEQ. (PRIVATE**

1 **ATTORNEYS GENERAL ACT)**

2 **(AGAINST ALL DEFENDANTS)**

3 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
4 and every allegation set forth above.

5 73. Plaintiff brings his Twelfth Cause of Action as a representative action on behalf
6 of himself and similarly situated Aggrieved Employees in the capacity as a private attorney
7 general pursuant to the Private Attorneys General Act of 2004, California Labor Code section
8 2698, et seq. ("PAGA").

9 74. PAGA specifically provides for a private right of action to recover civil
10 penalties for violations of the Labor Code as follows: "Notwithstanding any other provision
11 of law, any provision of this code that provides for a civil penalty to be assessed and collected
12 by the Labor and Workforce Development Agency or any of its departments, divisions,
13 commissions, boards, agencies, or employees, for a violation of this code, may, as an
14 alternative, be recovered through a civil action brought by an aggrieved employee on behalf
15 of himself or herself and other current or former employees pursuant to the procedures
16 specified in Section 2699.3." Cal. Lab. Code § 2699(a).

17 75. Plaintiff was employed by Defendant during the applicable limitations period,
18 and the Labor Code violations alleged herein were committed against him during the course
19 of that employment. Plaintiff is therefore an "aggrieved employee" within the meaning of
20 PAGA. Cal. Lab. Code § 2699(c).

21 76. As set forth in detail above, during all times relevant to this action, Defendant
22 has routinely subjected Plaintiff and the Aggrieved Employees to violations of the California
23 Labor Code by:

- 24 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
25 compensation in violation of Labor Code sections 1194 and 1197;
26 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
27 compensation in violation of Labor Code sections 510 and 1194;
28 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved

Employees, and failing to pay an additional hour of premium pay for each meal period violation, in violation of Labor Code sections 226.7 and 512;

- d. Failing to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay an additional hour of premium pay for each rest period violation, in violation of Labor Code section 226.7 and IWC Wage Order No. 5;
- e. Failing to provide Plaintiff and the Aggrieved Employees with a day of rest in seven and failing to pay the required premium wages for seventh-day work, in violation of Labor Code sections 551 and 552;
- f. Failing to timely pay all wages owed during employment in violation of Labor Code section 204;
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete and accurate itemized wage statements in violation of Labor Code section 226;
- h. Failing to timely pay Plaintiff and the Aggrieved Employees all wages due at the end of employment in violation of Labor Code sections 201 through 203;
- i. Retaliating against Plaintiff for engaging in protected activity in violation of Labor Code section 1102.5;
- j. Failing to maintain accurate records relating to Plaintiff's and the Aggrieved Employees' work periods, meal periods, total daily hours worked, and applicable pay rates in violation of Labor Code section 1174(d) and the applicable IWC Wage Order.

77. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover civil penalties against Defendant for the Labor Code violations described above, including but not limited to penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, and 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other applicable statutes. The exact amount of the applicable penalties is in an amount to be shown according to proof at trial.

78. Plaintiff has exhausted his administrative remedies pursuant to Labor Code section 2699.3. On or around March 3, 2026, Plaintiff, through his counsel of record, served the Labor and Workforce Development Agency (“LWDA”) and Defendant with written notice of the specific provisions of the Labor Code that Defendant has violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. More than sixty-five (65) calendar days have elapsed since the postmark date of that notice, and the LWDA has not indicated an intent to investigate. Accordingly, Plaintiff may commence this civil action to recover civil penalties for himself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

79. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendant. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and any other applicable statute.

JURY TRIAL DEMANDED

1. Plaintiff demands a jury as to all causes of action.

PRAYER FOR RELIEF

1. Plaintiff prays judgment against Defendant and Does 1 through 100, and each of them, as follows:

- a. For all unpaid minimum wages, overtime wages, meal period premium wages, rest period premium wages, day-of-rest premium wages, and all other unpaid wages owed according to proof;
- b. For general economic and non-economic damages according to proof;
- c. For special damages according to proof;
- d. For waiting time penalties pursuant to Labor Code section 203;
- e. For statutory penalties pursuant to Labor Code section 226(e);
- f. For civil penalties pursuant to Labor Code section 1102.5(f);
- g. For punitive damages where allowed by law;

- 1 h. As to the Twelfth Cause of Action, for civil penalties pursuant to California
2 Labor Code sections 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other
3 penalties allowed by the California Labor Code and/or other applicable statutes;
4 i. For prejudgment interest pursuant to California Civil Code section 3287 and/or
5 California Civil Code section 3288 and/or any other provision of law providing
6 for prejudgment interest;
7 j. For attorneys' fees where allowed by law;
8 k. For costs of suit incurred herein; and
9 l. For such other and further relief as this Court deems just and proper.

10
11 DATE: May 7, 2026

BLUESTONE LAW

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15 By: _____

ROTEM TAMIR

Attorney for Plaintiff CARLO OLANO

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