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13 on behalf of all other aggrieved employees

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SOLANO**

16 DEJA HILL, individually, and on behalf of all
17 other aggrieved employees,

18 Plaintiff,

19 v.

20 VACAVILLE MEMORY CARE EMPLOYEES,
21 LLC; and DOES 1 through 50, inclusive,

22 Defendants.

Case No.: CU26-03164

*Assigned for all purposes to:
Hon. Stephen Gizzi, Dept. 3*

**FIRST AMENDED REPRESENTATIVE
COMPLAINT FOR ENFORCEMENT OF
THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004, LABOR CODE §§ 2698, ET
SEQ.**

1 Plaintiff Deja Hill (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this representative action against Defendants Vacaville Memory
5 Care Employees, LLC and DOES 1 through 50, inclusive (collectively, “Defendants”), on
6 Plaintiff’s own behalf and on behalf of all other individuals who are and were employed by
7 Defendants as non-exempt or hourly-paid employees in California at any time from March 30,
8 2025 to the present (“aggrieved employees”).

9 2. Plaintiff is informed and believes, and thereon alleges, that Defendants have
10 increased their profits by violating state wage and hour laws by, among other things:

- 11 (a) failing to pay all minimum and overtime wages;
- 12 (b) failing to provide meal periods or pay meal period premiums;
- 13 (c) failing to authorize or permit rest periods or pay rest period premiums;
- 14 (d) failing to provide accurate itemized wage statements; and
- 15 (e) failing to pay all wages due during employment and upon separation of
16 employment.

17 3. Plaintiff seeks monetary relief against Defendants on behalf of herself and all other
18 similarly situated in California to recover, among other things, attorneys’ fees, costs and expenses,
19 and civil penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 432.3, 510, 512,
20 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and Code of
21 California Civil Procedure § 1021.5.

22 JURISDICTION AND VENUE

23 4. The penalties and other legal and equitable relief sought by Plaintiff exceed the
24 minimal jurisdictional limits of this Court and will be established according to proof at trial.

25 5. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
26 California Constitution, which grants the superior court “original jurisdiction in all other causes”
27 except those given by statute to other courts. The statutes under which this action is brought do not
28 specify any other basis for jurisdiction.

6. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

7. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

THE PARTIES

8. Plaintiff is a California resident and was employed by Defendants in Vacaville, California as a non-exempt caregiver from approximately July 2025 to approximately September 2025.

9. Defendants were and are subject to the Labor Code and IWC Wage Orders as employers whose employees were and are engaged to work throughout this county and the State of California.

10. Plaintiff is unaware of the true names or capacities of the Defendant sued herein under the fictitious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

11. Plaintiff is informed and believes and thereon alleges that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

12. Plaintiff is informed and believes and thereon alleges that during the relevant time period, DOES 1 through 50 were the employers of Plaintiff and the other aggrieved employees within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working conditions, working hours, and conditions of employment of Plaintiff and the other aggrieved

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employees so as to make each Defendant an employer liable under the statutory provision set forth herein.

13. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff and the other aggrieved employees' employment, and to supervise their daily employment activities.

14. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

GENERAL ALLEGATIONS

15. During the relevant time period, Defendants employed Plaintiff and aggrieved employees as non-exempt or hourly-paid employees throughout California at Defendants' California business location(s).

16. During the relevant time period, Defendants knew that Plaintiff and aggrieved employees were entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiff and aggrieved employees at least the minimum wage and overtime wage for all hours worked due to Defendants' policy and practice of requiring Plaintiff and aggrieved employees to clock out for meal periods and continue working due to understaffing. As a result, Defendants failed to pay Plaintiff and aggrieved employees for all minimum and overtime wages in violation of the Labor Code and applicable IWC Wage Order.

17. During the relevant time period, Defendants knew that Plaintiff and aggrieved employees were entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked or payment of meal period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to provide Plaintiff and aggrieved employees with 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked and failed to pay meal period premiums at their regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

1 18. During the relevant time period, Defendants knew that Plaintiff and aggrieved
2 employees were entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or
3 major fraction thereof or payment of rest period premiums at their regular rate of pay in lieu
4 thereof. However, Defendants failed to permit Plaintiff and aggrieved employees to take 10-
5 minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof
6 and failed to pay rest period premiums at their regular rate of pay in lieu thereof in violation of the
7 Labor Code and applicable IWC Wage Order.

8 19. During the relevant time period, Defendants knew that Plaintiff and aggrieved
9 employees were entitled to itemized wage statements that accurately showed, *inter alia*, gross
10 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during
11 the pay period and the corresponding number of hours worked at each hourly rate. However, due
12 to Defendants' failure to record and pay for all time worked and Defendants' failure to provide
13 meal and rest periods or meal and rest period premiums in lieu thereof, Defendants failed to provide
14 accurate itemized wage statements in violation of the Labor Code.

15 20. During the relevant time period, Defendants knew that Plaintiff and aggrieved
16 employees were entitled to timely payment of wages due during employment and upon separation
17 of employment. In violation of the Labor Code, Plaintiff and aggrieved employees did not receive
18 payment of all wages within the required time periods.

19 21. During the relevant time period, Defendants knew they had a duty to compensate
20 Plaintiff and aggrieved employees, and Defendants had the financial ability to pay such
21 compensation but willfully, knowingly, and/or intentionally failed to do so in order to increase
22 Defendants' profits.

23 22. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
24 against Defendants on Plaintiff's own behalf and on behalf of all aggrieved employees to recover,
25 among other things, unpaid wages (including minimum and overtime wages), unpaid meal period
26 premium payments, unpaid rest period premium payments, interest, attorneys' fees, penalties,
27 costs, and expenses.

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1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 (Labor Code §§ 2698, *et seq.*)

4 23. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 24. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any
7 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
8 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
9 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
10 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
11 former employees against whom a violation of the same code provision was committed pursuant
12 to the procedures specified in Section 2699.3.

13 25. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved
14 employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency
15 for enforcement of labor laws, including the administration of this part, and for education of
16 employers and employees about their rights and responsibilities under this code, to be continuously
17 appropriated to supplement and not supplant the funding to the agency for those purposes; and
18 35% to the aggrieved employees.

19 26. Plaintiff and all other non-exempt employees currently or formerly employed by
20 Defendants in California at any time from November 7, 2024 to the present are “aggrieved
21 employees” as defined in Labor Code § 2699(c).

22 27. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections,
23 including the following:

24 (a) Failing to pay minimum and overtime wages to Plaintiff and other aggrieved
25 employees at the correct rate in violation of Labor Code §§ 510, 558, 1194,
26 1194.2, 1197, 1197.1, and 1198;

27 (b) Failing to provide compliant meal periods without paying Plaintiff and other
28 aggrieved employees meal period premiums for each day that lawful meal

periods were not provided in violation of Labor Code §§ 226.7 and 512;

- (c) Failing to authorize and permit compliant rest breaks without paying Plaintiff and other aggrieved employees rest period premiums for each day that lawful rest periods were not authorized or permitted in violation of Labor Code § 226.7;
- (d) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;
- (e) Failing to timely pay all wages due during Plaintiff's and other aggrieved employees' employment and at the end of their employment in violation of Labor Code §§ 201, 201.3, 202, 203, 204, and 210;
- (f) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1174.5; and
- (g) Seeking salary history information from Plaintiff and other aggrieved employees when applying with employment in violation of Labor Code § 432.3.

28. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to her PAGA notice.

29. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff's own behalf and on behalf of all other aggrieved employees under PAGA.

30. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

31. Plaintiff is entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1).

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1 **PRAYER FOR RELIEF**

2 On Plaintiff's own behalf and on behalf of all other aggrieved employees, Plaintiff prays
3 for relief and judgment against Defendants, jointly and severally, as follows:

4 32. For civil penalties pursuant to PAGA;

5 33. For injunctive relief;

6 34. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

7 35. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
8 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 210, 218.5,
9 226(e), 1194, and 2699(k)(1); and

10 36. For such other relief as the Court deems just and proper.
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12 Dated: June 4, 2026

ABRAMSON LABOR GROUP

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14 By: 

15 Fawn F. Bekam
16 Refugio Ortega-Carrillo
17 Andrew Sandoval
18 Attorneys for Plaintiff Deja Hill
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