

Fawn F. Bekam (SBN 307312)
fawn@abramsonlabor.com
Andrew Sandoval (SBN 346996)
andrew.s@abramsonlabor.com
Refugio Ortega-Carrillo (SBN 346933)
refugio@abramsonlabor.com
ABRAMSON LABOR GROUP
1700 W. Burbank Blvd.
Burbank, CA 91506
Telephone: (213) 493-6300
Facsimile: (213) 336-3704

Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

Attorneys for Plaintiff Claudia Vasquez, individually,
and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

CLAUDIA VASQUEZ, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

v.

BELMONT VILLAGE, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: C26-01779

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

SUMMONS ISSUED

1 Plaintiff Claudia Vasquez (“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 Belmont Village, L.P.
5 and DOES 1 through 50, inclusive (collectively, “Defendants”), on Plaintiff’s own behalf and on
6 behalf of all other individuals currently or formerly employed by Defendants in California at any
7 time from March 17, 2025 to the present (“aggrieved employees”).

8 2. Plaintiff is informed and believes, and thereon alleges, that Defendants have
9 violated state wage and hour laws by, among other things:

10 (a) making improper deductions from wages; and

11 (b) failing to reimburse for necessary expenditures.

12 3. Plaintiff seeks monetary relief against Defendants on behalf of himself and all other
13 aggrieved employees to recover, among other things, unpaid wages, statutory penalties, unlawfully
14 deducted wages, benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to
15 Labor Code §§ 221, 2698, *et seq.*, and 2802.

16 JURISDICTION AND VENUE

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

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

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

28 7. Venue is proper in this court because Defendants maintain offices, have agents,

1 employ individuals, and/or transact business in this county.

2 **THE PARTIES**

3 8. Plaintiff is a California citizen and was employed by Defendants in Modesto,
4 California as a non-exempt housekeeper from approximately December 2024 to approximately
5 October 2025.

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

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

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

17 12. Plaintiff is informed and believes and thereon alleges that during the relevant time
18 period, DOES 1 through 50 were the employers of Plaintiff and the other aggrieved employees
19 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and
20 thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working
21 conditions, working hours, and conditions of employment of Plaintiff and the other aggrieved
22 employees so as to make each Defendant an employer liable under the statutory provision set forth
23 herein.

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

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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 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 all earned wages without unlawful deductions. However, Defendants deducted “meal ticket” payments from Plaintiff’s and other aggrieved employees’ paychecks without obtaining a written agreement from Plaintiff and other aggrieved employees authorizing these deductions in violation of the Labor Code.

17. During the relevant time period, Defendants knew that Plaintiff and other aggrieved employees were entitled to indemnification of all necessary expenditures or losses incurred in direct consequence of the discharge of Plaintiff's and other aggrieved employees' duties. However, Defendants made it necessary for Plaintiff and other aggrieved employees to use their personal devices for work, but Defendants failed to indemnify for these necessary expenditures in violation of the Labor Code. Specifically, Defendants utilized OnShift, which is an electronic scheduling system that provided Plaintiff and other aggrieved employees with access to their schedules and notified Plaintiff and other Aggrieved Employees of open shifts through either text message, phone call, or email. Though Defendants did not require Plaintiff and other aggrieved employees to use OnShift, cell phone use need not be mandatory in order to be necessary under the Labor Code.

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

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19. Therefore, Plaintiff brings this lawsuit against Defendants on Plaintiff's own behalf and on behalf of all aggrieved employees to recover, among other things, attorneys' fees, civil penalties, costs, and expenses.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698, ET SEQ.

(Private Attorneys General Act of 2004)

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

21. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this 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 against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

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

23. Plaintiff and all other individuals currently or formerly employed by Defendants in California at any time from March 17, 2025 to the present are “aggrieved employees” as defined in Labor Code § 2699(c).

24. Defendants' conduct, as alleged herein, violates numerous Labor Code sections, including the following:

(a) Making unlawful deductions from wages in violation of Labor Code § 221;
and

(b) Failing to reimburse for necessary business expenses in violation of Labor Code § 2802.

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

26. 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.

27. 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.

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

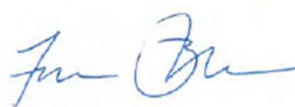
PRAYER FOR RELIEF

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

1. For civil penalties pursuant to PAGA;
2. For injunctive relief;
3. For reasonable attorneys' fees and costs of suit and interest, pursuant to Labor Code §§ 218.5, 2699(k)(1), and 2802; and
4. For such other relief as the Court deems just and proper.

Dated: May 22, 2026

ABRAMSON LABOR GROUP

By: 

Fawn F. Bekam
Andrew Sandoval
Refugio Ortega-Carrillo
Attorneys for Plaintiff Claudia Vasquez