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Superior Court of California,
County of Alameda

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By: Andrel Gospel,
Deputy Clerk

8 Attorneys for Plaintiff MARY ANN CHAVEZ

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

12 MARY ANN CHAVEZ, individually, and on
13 behalf of other aggrieved employees pursuant to
14 the California Private Attorneys General Act
("PAGA"),

15 Plaintiff,

16 vs.
17

18 NAVARRA HOLDINGS LLC, a California
19 limited liability company; CPE HR, INC., a
20 California corporation; G&R ALAMEDA
HEALTHCARE SERVICES, LLC, a California
21 limited liability company; CROWN BAY
NURSING AND REHABILITATION CENTER,
22 an unknown business entity; and DOES 1
through 10, inclusive,

23 Defendants.
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Case No.: **26CV208370**

**PAGA REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties Under PAGA [Cal. Lab.
Code §§ 2699, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiff MARY ANN CHAVEZ (“Plaintiff”), individually, and on behalf of other
2 aggrieved employees pursuant to the California Private Attorney General Act (“PAGA”),
3 based upon facts that either have evidentiary support or are likely to have evidentiary support
4 after a reasonable opportunity for further investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiff brings this action against Defendants Navarra Holdings LLC, CPE HR,
7 Inc., G&R Alameda Healthcare Services, LLC, Crown Bay Nursing And Rehabilitation Center,
8 and Does 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the
9 Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. stemming from
10 Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to provide
11 meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of
12 hours worked and meal periods, failure to timely pay all wages to terminated employees, failure
13 to indemnify necessary business expenses, and failure to furnish accurate wage statements.

14 2. All past and present non-exempt, hourly-paid employees of Defendants in
15 California during the applicable statute of limitations period who are or were harmed by
16 Defendants’ illegal practices are “Aggrieved Employees.”

17 3. Plaintiff brings this action against Defendants seeking to recover penalties for
18 herself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of
19 the State of California. Plaintiff does not seek to recover anything other than penalties as
20 permitted by California Labor Code Section 2698 at this time. To the extent that statutory
21 violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or
22 special damages for those violations, but simply penalties as permitted by California Labor
23 Code Section 2698, declaratory relief, and injunctive relief for herself and all aggrieved
24 employees as permitted by the PAGA.

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including Alameda County. As such, and based
27 upon all the facts and circumstances incident to Defendants’ business in California,
28

1 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
2 Welfare Commission (“IWC”), and the California Business & Professions Code.

3 5. Despite these requirements, throughout the statutory period Defendants
4 maintained a systematic, company-wide policy and practice of:

- 5 (a) Failing to pay employees for all hours worked, including all minimum
6 wages, and overtime wages in compliance with the California Labor
7 Code and IWC Wage Orders;
- 8 (b) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders,
10 failing to maintain accurate records of all meal periods taken or missed,
11 and failing to pay an additional hour’s pay at the regular rate of pay for
12 each workday a meal period violation occurred;
- 13 (c) Failing to authorize and permit employees to take timely and duty-free
14 rest periods in compliance with the California Labor Code and IWC
15 Wage Orders, and failing to pay an additional hour’s pay at the
16 employee’s regular rate of pay for each workday a rest period violation
17 occurred;
- 18 (d) Failing to indemnify employees for necessary business expenses
19 incurred;
- 20 (e) Willfully failing to pay employees all minimum wages, overtime wages,
21 meal period premium wages, and rest period premium wages due within
22 the time period specified by California law when employment
23 terminates;
- 24 (f) Failing to maintain accurate records of the hours that employees worked;
25 and
- 26 (g) Failing to provide employees with accurate, itemized wage statements
27 containing all the information required by the California Labor Code and
28 IWC Wage Orders.



6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of Alameda, State of California, as an hourly, non-exempt Activities Director from approximately September 2024 to approximately June 2025.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Navarra Holdings LLC is:

- (a) A California limited liability company with its principal place of business in Campbell, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Alameda County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the Aggrieved Employees. Defendant Navarra Holdings, LLC suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant CPE HR, Inc. is:



- 1 (a) A California corporation with its principal place of business in Burbank,
2 California;
- 3 (b) A business entity conducting business in numerous counties throughout
4 the State of California, including in Alameda County; and
- 5 (c) The former employer of Plaintiff, and the current and/or former
6 employer of the Aggrieved Employees. Defendant CPE HR, Inc. suffered
7 and permitted Plaintiff and the Aggrieved Employees to work, and/or
8 controlled their wages, hours, or working conditions.

9 11. Plaintiff is informed and believes, and based upon that information and belief
10 alleges, that Defendant G&R Alameda Healthcare Services, LLC is:

- 11 (a) A California limited liability company with its principal place of
12 business in Los Angeles, California;
- 13 (b) A business entity conducting business in numerous counties throughout
14 the State of California, including in Alameda County; and
- 15 (c) The former employer of Plaintiff, and the current and/or former
16 employer of the Aggrieved Employees. Defendant G&R Alameda
17 Healthcare Services, LLC suffered and permitted Plaintiff and the
18 Aggrieved Employees to work, and/or controlled their wages, hours, or
19 working conditions.

20 12. Plaintiff is informed and believes, and based upon that information and belief
21 alleges, that Defendant Crown Bay Nursing & Rehabilitation Center is:

- 22 (a) An unknown business entity that maintains offices, has agents, employs
23 individuals, and/or transacts business in the State of California;
- 24 (b) A business entity conducting business in numerous counties throughout
25 the State of California, including in Alameda County; and
- 26 (c) The former employer of Plaintiff, and the current and/or former
27 employer of the Aggrieved Employees. Defendant Crown Bay Nursing &
28 Rehabilitation Center suffered and permitted Plaintiff and the Aggrieved

1 Employees to work, and/or controlled their wages, hours, or working
2 conditions.

3 13. Plaintiff does not currently know the true names or capacities of the persons or
4 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
5 names. Each of the Doe Defendants was in some manner legally responsible for the damages
6 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
7 complaint to set forth the true names and capacities of these Defendants when they have been
8 ascertained, together with appropriate charging allegations, as may be necessary.

9 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
10 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
11 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
12 California.

13 15. Plaintiff is informed and believes and thereon alleges that at all relevant times
14 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
15 the other employees described in the Aggrieved Employees definitions below, and exercised
16 control over their wages, hours, and working conditions. Plaintiff is informed and believes and
17 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
18 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
19 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
20 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
21 such other relationships to some or all of the other Defendants so as to be liable for their conduct
22 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
23 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
24 that each Defendant knew or should have known about, and authorized, ratified, adopted,
25 approved, controlled, aided and abetted the conduct of all other Defendants.

26 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

27 16. Plaintiff is a California resident who worked for Defendants in the County of
28 Alameda, State of California, as an Activities Director during the statutory period. Plaintiff was

1 typically scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single
2 workday.

3 17. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
4 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
5 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
6 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
7 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
8 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
9 Defendants was typical and illustrative.

10 18. Throughout the statutory period, Defendants maintained a policy and practice of
11 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
12 wages. Defendants also regularly used a system of time rounding in a manner that resulted, over
13 a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all
14 the time they have actually worked, even though the realities of Defendants' operations are such
15 that it is possible, practical, and feasible to count and pay for work time to the minute. Also
16 throughout the statutory period, Plaintiff and the Aggrieved Employees were required to work
17 "off-the-clock" and uncompensated. For example, Plaintiff and the Aggrieved Employees were
18 required to participate in events, meetings, and conferences after clocking out and/or on the
19 weekend. Plaintiff and the Aggrieved Employees were discouraged from recording any work
20 time outside of their scheduled hours to avoid overtime which resulted in some off-the-clock
21 work due to Defendant's assignment of heavy workloads. Additionally, Plaintiff and the
22 Aggrieved Employees were required to keep cell phones on at all times, including during meal
23 periods, and were required to respond to work requests from supervisors while clocked out
24 during purported meal periods. Despite being required to perform these work tasks, Plaintiff and
25 the Aggrieved Employees were not compensated for this time worked. In maintaining a practice
26 of not paying all wages owed, Defendants failed to maintain accurate records of the hours
27 Plaintiff and the Aggrieved Employees worked.
28

1 19. Throughout the statutory period, Defendants have wrongfully failed to provide
2 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants often
3 required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a
4 day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for
5 every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for
6 meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.
7 Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to
8 take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the
9 end of the tenth hour of work. Plaintiff and the Aggrieved Employees were often required to
10 work during their meal periods, leading to the failure to provide uninterrupted meal periods. For
11 example, Plaintiff and the Aggrieved Employees were required to prioritize urgent work tasks
12 before starting their meal periods or during their meal periods, resulting in late, shortened, or
13 interrupted meal periods. These requirements also meant Plaintiff and the Aggrieved Employees
14 were not relieved of all duty during their meal periods. For example, Plaintiff and the Aggrieved
15 Employees were required to keep cell phones on at all times, including during meal periods, and
16 were required to respond to work requests from supervisors while clocked out during purported
17 meal periods. For example, during purported meal periods, Plaintiff and the Aggrieved
18 Employees were required to quickly eat lunch while continuing to perform work duties, resulting
19 in missed/on-duty meal periods. Plaintiff and the Aggrieved Employees were required to remain
20 on premises during meal periods, and remain ready to respond to work-related requests. As a
21 result, Plaintiff and the Aggrieved Employees were not provided with uninterrupted and
22 complete meal periods. Accordingly, Defendants' policy and practice was to not provide meal
23 periods to Plaintiff and the Aggrieved Employees in compliance with California law.

24 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
25 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
26 Defendants sometimes required Plaintiff and the Aggrieved Employees to work in excess of four
27 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
28 continuous and uninterrupted, rest period for every four hours of work (or major fraction of four

1 hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that
2 were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the
3 Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
4 adequate policies or practices permitting or authorizing rest periods for Plaintiff and the
5 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
6 timing of rest periods. Defendants also did not have adequate policies or practices to verify
7 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
8 Defendants did not maintain accurate records of employee work periods, and therefore
9 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods
10 during the middle of each work period. For example, Plaintiff and the Aggrieved Employees
11 were required to keep cell phones on at all times, including during rest periods, and were
12 required to respond to work requests from supervisors while on their purported rest periods
13 Plaintiff and the Aggrieved Employees were required to remain on premises during rest periods,
14 and remain ready to respond to work-related requests. As a result, Plaintiff and the Aggrieved
15 Employees were rarely provided with compliant rest periods and were regularly required to work
16 through their rest periods. Accordingly, Defendants' policy and practice was to not authorize and
17 permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California
18 law.

19 21. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
20 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
21 Defendant without reimbursement. For example, Plaintiff and the Aggrieved Employees were
22 also required to purchase tools such as decorations and food for patients but were not reimbursed
23 for these expenses. Plaintiff and the Aggrieved Employees were also required to use their
24 personal vehicles for work purposes, such as picking up items for patients and driving to
25 meetings, events, and conferences, but were not reimbursed for these costs. Plaintiff and the
26 Aggrieved Employees were not adequately compensated for these work-related expenses.

27 22. Throughout the statutory period, Defendants willfully failed and refused to timely
28 pay Aggrieved Employees at the conclusion of their employment all wages for all minimum

1 wages, overtime wages, meal period premium wages, and rest period premium wages. Further,
2 Defendants did not pay Plaintiff and the Aggrieved Employees their final paychecks immediately
3 upon termination.

4 23. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
5 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
6 rates, and all gross and net wages earned (including correct hours worked, correct wages
7 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
8 were not provided in accordance with California law, correct wages for rest periods that were
9 not authorized and permitted to take in accordance with California law, and Defendant's
10 address). As a result of these violations of California Labor Code § 226(a), the Plaintiff and
11 the Aggrieved Employees suffered injury because, among other things:

- 12 (a) the violations led them to believe that they were not entitled to be paid
13 minimum wages, overtime wages, meal period premium wages, and rest
14 period premium wages to which they were entitled, even though they
15 were entitled;
- 16 (b) the violations led them to believe that they had been paid the minimum,
17 overtime, meal period premium, and rest period premium wages, even
18 though they had not been;
- 19 (c) the violations led them to believe they were not entitled to be paid
20 minimum, overtime, meal period premium, and rest period premium
21 wages at the correct California rate even though they were;
- 22 (d) the violations led them to believe they had been paid minimum,
23 overtime, meal period premium, and rest period premium wages at the
24 correct California rate even though they had not been;
- 25 (e) the violations hindered them from determining the amounts of minimum,
26 overtime, meal period premium, and rest period premium owed to them;
- 27 (f) in connection with their employment before and during this action, and
28 in connection with prosecuting this action, the violations caused them to

1 have to perform mathematical computations to determine the amounts of
2 wages owed to them, computations they would not have to make if the
3 wage statements contained the required accurate information;

4 (g) by understating the wages truly due them, the violations caused them to
5 lose entitlement and/or accrual of the full amount of Social Security,
6 disability, unemployment, and other governmental benefits;

7 (h) the wage statements inaccurately understated the wages, hours, and
8 wages rates to which Plaintiff and the Aggrieved Employees were
9 entitled, and Plaintiff and the Aggrieved Employees were paid less than
10 the wages and wage rates to which they were entitled.

11 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
12 Labor Code § 226(e), including actual damages.

13 **FIRST CAUSE OF ACTION**

14 **(Against all Defendants for Civil Penalties Under the Private Attorneys General**
15 **Act of 2004, Cal. Lab. Code § 2698 et seq.)**

16 24. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
17 though fully set forth herein.

18 25. At all times herein mentioned, Defendants were subject to the Labor Code of the
19 State of California and the applicable Industrial Welfare Commission Orders.

20 26. California Labor Code § 2699(a) specifically provides for a private right of action
21 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
22 law, any provision of this code that provides for a civil penalty to be assessed and collected by
23 the Labor and Workforce Development Agency or any of its departments, divisions,
24 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
25 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
26 herself and other current or former employees pursuant to the procedures specified in Section
27 2699.3.”
28

1 27. Plaintiff has exhausted her administrative remedies pursuant to California Labor
2 Code § 2699.3. On April 30, 2026, Plaintiff gave written notice by online filing to the Labor and
3 Workforce Development Agency and by certified mail to Defendants of the specific provisions
4 of the Labor Code that Defendants have violated against Plaintiff and current and former
5 aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid
6 the filing fee. Plaintiff's PAGA case number is LWDA-CM-1174502-26.

7 28. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
8 remedies with California's Labor and Workforce Development Agency (LWDA) prior to suit,
9 which is required by the statute. (*See* Cal. Lab. Code § 2699.3(d).)

10 29. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
11 Workforce Development Agency has not indicated that it intends to investigate Defendants'
12 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
13 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
14 the Labor Code described in this Complaint. These penalties include, but are not limited to,
15 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

16 30. In addition, Plaintiff seeks penalties for Defendants' violation of California
17 Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including
18 any entity, employing labor who willfully fails to maintain accurate and complete records
19 required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to
20 the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when
21 the employee begins and ends each work period. Meal periods, and total hours worked daily
22 shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
23 employer shall keep total hours worked in the payroll period and applicable rates of pay.

24 31. During the time period of employment for Plaintiff and the Aggrieved
25 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC
26 Orders by failing to maintain accurate records showing meal periods, and accurate records
27 showing when employees begin and end each work period. Defendants' failure to provide and
28 maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the

1 Aggrieved Employees the ability to know, understand and question the accuracy and
2 frequency of meal periods, and the accuracy of their hours worked stated in Defendants’
3 records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the
4 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
5 Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and
6 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost
7 interest on such wages and expenses and attorney’s fees in seeking to compel Defendants to
8 fully perform their obligation under state law, all to their respective damage in amounts
9 according to proof at trial. Because of Defendants’ knowing failure to comply with the Labor
10 Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also
11 suffered an injury in that they were prevented from knowing, understanding, and disputing the
12 wage payments paid to them.

13 32. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
14 of civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees
15 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
16 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

17 33. In addition, Plaintiff seeks an award of reasonable attorney’s fees and costs
18 pursuant to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in
19 any action shall be entitled to an award of reasonable attorney’s fees and costs.”

20 **PRAYER FOR RELIEF**

21 Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment
22 against Defendants, jointly and severally, as follows:

23 1. That the Court declare, adjudge and decree that Defendants violated the
24 California Labor Code by failing to pay wages for all hours worked (including minimum,
25 straight time, and overtime wages), failing to provide meal periods, failing to authorize and
26 permit rest periods, failure to indemnify necessary business expenses, failing to furnish
27 accurate wage statements, and failing to maintain accurate records of all hours worked and
28 meal periods;

- 1 2. An award of civil penalties on behalf of all similarly aggrieved employees
2 pursuant to PAGA;
3 3. Pre-judgment and post-judgment interest at the maximum rate allowed;
4 4. Attorneys' fees and costs reasonably incurred;
5 5. Injunctive and declaratory relief to the extent allowed by PAGA; and
6 6. Such other and further relief that the Court deems proper.

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8 Dated: September 2, 2026

Respectfully submitted,

9 **THE SENTINEL FIRM, APC**

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11 By: 

Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff

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16 **DEMAND FOR JURY TRIAL**

17 Plaintiff demands a trial by jury as to all causes of action triable by jury.

18
19 Dated: September 2, 2026

THE SENTINEL FIRM, APC

20
21 By: 

Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff