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and Ricardo Ruelas-Diaz

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

ANA DIAZ, an individual; and RICARDO RUELAS-DIAZ, an individual; both individually and in a representative capacity on behalf of the State of California and the other aggrieved employees as defined herein;

Plaintiffs,

v.

SENTRY LIVING SOLUTIONS, a California nonprofit corporation; and DOES 1-25, inclusive,

Defendants.

Case No. 26CV199259

FIRST AMENDED COMPLAINT FOR:
(1) SEX-BASED HARASSMENT AND DISCRIMINATION;
(2) RETALIATION – COUNT 1;
(3) RETALIATION – COUNT 2;
(4) FAILURE TO PAY AT LEAST MINIMUM WAGE;
(5) FAILURE TO PAY OVERTIME WAGES;
(6) UNAUTHORIZED DEDUCTIONS FROM WAGES
(7) WAGE THEFT – CONVERSION;
(8) FAILURE TO PROVIDE SICK LEAVE;
(9) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;
(10) FAILURE TO PROVIDE MEAL PERIODS;
(11) FAILURE TO PROVIDE REST PERIODS;
(12) FAILURE TO REIMBURSE;
(13) FAILURE TO PROVIDE EMPLOYMENT RECORDS;
(14) UNLAWFUL RECORDING;
(15) UNFAIR BUSINESS PRACTICES; and
(16) PENALTIES PURSUANT TO PAGA (LABOR CODE §2698, *et seq.*)

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Plaintiffs Ana Diaz and Ricardo Ruelas-Diaz allege as and for causes of action against Defendants, and each of them, as follows:

PARTIES

1. Plaintiff Ana Diaz is an individual residing in Alameda County, California. Plaintiff Ricardo Ruelas-Diaz is an individual residing in Alameda County, California.

2. Defendant Sentry Living Solutions is a California nonprofit corporation with a principal place of business in Contra Costa County, California. The events described herein took place primarily in Alameda County and causes of action identified herein accrued in Alameda County and while Defendant maintained its principal place of business in Alameda County.

3. Plaintiffs are informed and believe and, based upon such information and belief, allege that each of the Defendants designated as Does 1 through 25, inclusive, is contractually, intentionally, negligently, legally, or in some manner responsible for the events and occurrences more fully described below and which proximately caused injuries and/or damages to Plaintiffs as alleged. Plaintiffs are unaware of the true names and capacities of those Defendants sued herein as Does 1 through 25, inclusive, and therefore sues such Defendants by fictitious names. Plaintiffs will seek leave to amend this Complaint to set forth the true names and capacities of those Defendants when they have been ascertained.

4. Plaintiffs are informed and believe and, based on such information and belief, allege that at all times mentioned each of the Defendants was the agent, employee, and/or alter ego of the remaining Defendants, and was at all times acting within the scope and purpose of this agency, employment, and/or alter ego status and with the consent and permission of the remaining Defendants such that each is liable for the wrongdoings described herein.

FACTS

A. Wage and Hour Claims

5. Defendants provide various support services to individuals with disabilities, primarily involving in-home care. On information and belief, Defendants employ more than three hundred employees in California.

6. Ms. Diaz was employed by Defendants first as a non-exempt hourly domestic worker from approximately October 2023 to September 2024, then as a misclassified exempt salaried administrative assistant from approximately October 2024 to December 2024, then as a salaried human resources specialist from approximately January 2025 to January 2026, then again as a non-exempt hourly domestic worker from approximately January 2026 to the present.

7. Mr. Ruelas-Diaz was employed by Defendants as a non-exempt hourly domestic worker from approximately August 2024 to November 2024, then as a misclassified exempt lead from approximately November 2024 to April 2025, then again as a non-exempt hourly domestic worker from approximately April 2025 to the present.

8. Even during the periods that Ms. Diaz and Mr. Ruelas-Diaz were labeled as exempt, they were in fact misclassified and spent the majority of their work time engaged in non-exempt work, primarily providing off-site care to clients. Defendants also required Ms. Diaz and other employees to perform work for the CEO's private company. Ms. Diaz and Mr. Ruelas-Diaz should have been classified as non-exempt hourly employees, with all the rights and protections attendant thereto. Plaintiffs are informed and believe that other employees were and are similarly misclassified.

9. Ms. Diaz, Mr. Ruelas-Diaz, and other employees were and are also misclassified as personal attendants not entitled to overtime. However, by the nature of their work, they spend a

significant amount of their work time performing domestic labor such as cleaning, cooking, and laundry, and should properly be classified as domestic workers rather than personal attendants, entitled to overtime under Labor Code §1451.

10. On multiple occasions, Ms. Diaz, Mr. Ruelas-Diaz, and other employees were not paid with regular wage statements, but were paid in cash or by direct wire transfer with no wage statement. Their end of year W-2 statements do not match their actual wages, and it is unclear what wages were actually paid, what was deducted, and what was reported to the tax authorities.

11. Similarly, Defendants have failed to pay, record, accrue, and/or apply accurate Paid Time Off, including California paid sick leave, for Ms. Diaz, Mr. Ruelas-Diaz, and other employees.

12. Throughout their employment, Ms. Diaz, Mr. Ruelas-Diaz, and other employees were not provided regular meal or rest periods. Instead, they were told to take breaks whenever they could. Due to the nature of their work with disabled individuals, employees typically have to remain perpetually on call during any meal and rest periods, and often are required to cut their breaks short to attend to those individuals. As a result, employees are often unable to take timely, uninterrupted, code-compliant breaks during which they were relieved of all duty.

13. Defendants do not record meal periods as required by the applicable I.W.C. Wage Orders. At some point in or around late 2025, Defendants began requiring employees to confirm, often falsely, that they had received a meal period as a condition of them submitting their hours to get paid, in violation of Labor Code §206.5.

14. As a result of the above-referenced conduct, Defendants fail and have failed (1) to pay Ms. Diaz, Mr. Ruelas-Diaz, and other employees all compensation and PTO earned and for all hours worked, (2) to pay them overtime premiums for hours worked in excess of eight/nine hours

per day, forty/forty-five hours per week, and/or six days within one workweek, (3) to maintain accurate records of days and hours actually worked, and (4) to provide accurate wage statements showing hours actually worked.

15. Because Defendants have failed to provide timely meal and rest periods during which employees are relieved of all duties, they owe Ms. Diaz, Mr. Ruelas-Diaz, and other employees one hour of compensation for each day worked with a missed rest period and one hour of compensation for each day worked with a missed meal period. Defendants fail and have failed to pay Ms. Diaz, Mr. Ruelas-Diaz, and other employees those wages when they were due.

16. Defendants also require Ms. Diaz, Mr. Ruelas-Diaz, and other employees to use their personal mobile phones and computers for work purposes, without reimbursement.

B. Sexual Harassment, Discrimination, and Retaliation

17. Defendants' workplace was and is rife with sexual harassment and discrimination to the point of creating a hostile work environment. In late 2024, the CEO took Ms. Diaz and Mr. Ruelas-Diaz to a bar where naked individuals were dancing, encouraged them to drink, and specifically pointed out sexual features of the dancers to them.

18. The next month at the office holiday party, Mr. Ruelas-Diaz witnessed the CEO openly grope another employee. Mr. Ruelas-Diaz reported the CEO to human resources, but there was no investigation and nothing was ever done. Instead, in February 2025, the CEO called a meeting in which he berated Mr. Ruelas-Diaz, falsely accused him of losing a client and being a bad worker, and threatened to fire him. In April 2025, Mr. Ruelas-Diaz transitioned back from being a salaried lead to a non-exempt hourly worker, in part to escape this hostile work environment.

19. In mid-2025, Ms. Diaz learned that an individual in management had been sleeping

with another employee. In her role at the time as a human resources specialist, she set out to investigate, but the CEO instructed her to drop the investigation. Ms. Diaz reasonably understood this, combined with multiple other incidents of sexual harassment at work, as an expression of tolerance of sexual misconduct in the workplace.

20. When Ms. Diaz expressed her objections to this conduct, Defendants became increasingly hostile, with the CEO sending disrespectful and demeaning messages in work group chats and excluding Ms. Diaz from meetings and events that had previously included her.

21. The CEO then set up a camera pointed directly at Ms. Diaz's desk so that he could monitor her constantly, even during private HR meetings with employees. The camera recorded audio as well as video in violation of Penal Code §632.

22. In or around January 2026, Ms. Diaz transitioned back to being an hourly non-exempt domestic worker, in large part to avoid the harassment, retaliation, and hostile work environment that she faced as a human resources specialist.

C. Defendants' Refusal to Produce Wage Garnishment Information and Employment Records

23. During his employment, Defendants were required to deduct court-mandated wage garnishments from Mr. Ruelas-Diaz's wages. However, it appears that Defendants did not transmit those wage garnishments to the Department of Child Support Services on time or in the correct amounts, instead keeping a portion of those wages for themselves. This misappropriation in turn led to Mr. Ruelas-Diaz being in arrears on child support and threatening his ability to obtain a passport, among other damages.

24. On March 13, 2026, Mr. Ruelas-Diaz requested that Defendants confirm dates and amounts for all garnishments transmitted to the Department of Child Support Services, but

Defendants have expressly refused to provide any information relating to the wage garnishments.

25. Also on March 13, 2026, Ms. Diaz and Mr. Ruelas-Diaz, through their counsel, requested their employment records pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants provided some records, but the records were largely incomplete and the response was untimely. On May 13, 2026, counsel again requested the missing records, but received no response.

D. PAGA Claims

26. Plaintiffs bring their Sixteenth Cause of Action in a representative capacity on behalf of themselves, their fellow aggrieved employees, and the Labor & Workforce Development Agency under the Private Attorneys General Act ("PAGA"), and seek to vindicate their rights under the Labor Code as well as those of all other aggrieved current and former employees of Defendants.

27. The group of aggrieved employees consists of those employees of Defendants working in California at any time since March 13, 2025, and through the date of settlement or entry of final judgment in this matter.

28. Plaintiffs sent the PAGA notice attached hereto as Exhibit A to Defendants on March 13, 2026. Plaintiffs allege that by the conduct described herein, Defendants violated Labor Code §§204, 206.5, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150), for which it is subject to civil penalties under PAGA.

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FIRST CAUSE OF ACTION

(Sex-Based Harassment and Discrimination; Violation of Gov. Code §12940, *et seq.*)

29. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

30. As detailed above, Defendants created a persistently hostile work environment that exposed employees to unwanted sexual activity, tolerated sexual activity between management and other employees, and failed to protect employees from the same. This environment gave the impression that employees who engaged in inappropriate behavior benefitted at the expense of employees who did not.

31. As a result of his hostile work environment, Plaintiffs were discriminated and retaliated against as described above, ultimately leading to them being forced to demote themselves to escape it.

32. Plaintiffs obtained Right to Sue letters from the California Civil Right Department on August 20, 2026.

33. Defendants and their officers, directors, and managing agents intended to cause Plaintiffs injury and/or willfully and consciously disregarded Plaintiffs' rights. The conduct described above was authorized, ratified, and/or personally committed by Defendants' officers, directors, and managing agents.

34. As a proximate result of Defendants' conduct, Plaintiffs have suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of future earning capacity, a loss of emotional tranquility, a loss of enjoyment of life, and a loss of reputation, and has been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional minimum of this court.

SECOND CAUSE OF ACTION

(Retaliation – Count 1; Violation of Labor Code §1102.5)

35. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

36. As detailed above, Defendants created a persistently hostile work environment that exposed employees to unwanted sexual activity, tolerated sexual activity between management and other employees, and failed to protect employees from the same. This environment gave the impression that employees who engaged in inappropriate behavior benefitted at the expense of employees who did not.

37. As set forth above, Plaintiffs both reported and/or sought to investigate inappropriate workplace sexual activity only to face retaliation in the form of false accusations, disparate treatment, and ultimately, constructive demotion from salaried positions to hourly non-exempt positions.

38. Defendants and their officers, directors, and managing agents intended to cause Plaintiffs injury and/or willfully and consciously disregarded Plaintiffs' rights. The conduct described above was authorized, ratified, and/or personally committed by Defendants' officers, directors, and managing agents.

39. As a proximate result of Defendants' conduct, Plaintiffs have suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of future earning capacity, a loss of emotional tranquility, a loss of enjoyment of life, and a loss of reputation, and has been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional minimum of this court.

THIRD CAUSE OF ACTION

(Retaliation – Count 2; Violation of Labor Code §1102.5)

40. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

41. Defendants provided Plaintiffs and other employees with medical insurance, and Plaintiffs and those employees relied on Defendants to ensure that medical insurance was current and active.

42. Shortly after the initial Complaint in this action was filed on July 15, 2026, Ms. Diaz was involved in a car accident and fractured her right arm. However, when Ms. Diaz was scheduled for a medical appointment at Kaiser on August 6, 2026, she was informed that her medical insurance was inactive.

43. On August 7, 2026, Defendants stated, through counsel, that: "There was a system wide issue which has now been resolved. Ms. Diaz's coverage should be available next week."

44. In fact, Ms. Diaz's coverage remained inactive and was not restored until at least August 14, 2026. At the time of the filing of this First Amended Complaint, it remains unclear whether Ms. Diaz's insurance coverage is active or not.

45. Ms. Diaz is informed and believes that Defendants cancelled and/or allowed her insurance to lapse as retaliation for her bringing this lawsuit.

46. As a proximate result of Defendants' failure to maintain her medical insurance, Ms. Diaz has been damaged in that she was forced to reschedule urgent surgery and suffered significant and unnecessary physical pain and mental distress and other damages in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

(Failure to Pay Minimum Wage;

Violation of Labor Code §§1197, I.W.C. Wage Order Nos. 5-2001, 15-2001)

47. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

48. Due to excessive workloads, the nature of the work, misclassification, and other factors, Defendants failed to pay Plaintiffs for all hours worked, failed to pay overtime premiums, and required Plaintiffs and other employees to work through their meal and rest periods, all of which led to Plaintiffs and other employees working for less than the minimum wage.

49. As a proximate result of Defendants' failure to pay at least the minimum wages owed, Plaintiffs have suffered damages in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

(Failure to Pay Overtime Wages;

Violation of Labor Code §§510, I.W.C. Wage Order Nos. 5-2001, 15-2001)

50. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

51. As set forth above, due to misclassification, working through their meal and rest periods, and other factors, Plaintiffs were not fully compensated for all time worked, including overtime premiums when Plaintiffs worked in excess of eight hours a day, forty hours a week, and/or on the seventh consecutive day in a workweek.

52. Defendants failed to pay Plaintiffs for the overtime hours worked, and failed to pay Plaintiffs any overtime premiums for the overtime hours worked.

53. As a proximate result of Defendants' failure to pay overtime wages owed, Plaintiffs

have suffered damages in an amount to be proved at trial.

SIXTH CAUSE OF ACTION

(Unauthorized Deductions from Wages; Violation of Labor Code §221)

54. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

55. As set forth above, Defendants were required to garnish Mr. Ruelas-Diaz's wages and promptly transmit the garnishment to the Department of Child Support Services.

56. Defendants failed and refused to deduct the correct amounts from Mr. Ruelas-Diaz's wages and failed to promptly transmit the correct amounts to the Department of Child Support Services. Records produced by the Department of Child Support Services indicate that Defendants took more in deductions than they transmitted to the Department. Deductions that were not transmitted to the Department were by definition unauthorized.

57. Defendants have failed and refused to confirm the amounts deducted and transmitted despite Mr. Ruelas-Diaz's request.

58. The aforementioned conduct resulted in Defendants making deductions from Mr. Ruelas-Diaz's wages without authorization and keeping those deductions for themselves and/or for their own benefit.

59. As a proximate result of Defendants' unauthorized deductions, Mr. Ruelas-Diaz has suffered damages in an amount to be proved at trial.

SEVENTH CAUSE OF ACTION

(Wage Theft – Conversion)

60. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

61. As set forth above, Defendants were required to make deductions from Mr. Ruelas-Diaz's wages and promptly transmit those deductions to the Department of Child Support Services.

62. Defendants failed and refused to deduct the correct amounts from Mr. Ruelas-Diaz's wages and failed to promptly transmit the correct amounts to the Department of Child Support Services. Records produced by the Department of Child Support Services indicate that Defendants took more in deductions than they transmitted to the Department.

63. Defendants have failed and refused to confirm the amounts deducted and transmitted despite Mr. Ruelas-Diaz's request.

64. Plaintiffs are informed and believe that Defendants intended to, and did, convert Mr. Ruelas-Diaz's wages for their own benefit.

65. As a proximate result of Defendants' conversion of Mr. Ruelas-Diaz's wages, Mr. Ruelas-Diaz has suffered damages in an amount to be proved at trial.

EIGHTH CAUSE OF ACTION

(Failure to Provide Sick Leave and Allow Use Thereof;

Violation of Labor Code §§246, 246.5)

66. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

67. Defendants failed, and continue to fail, to pay, record, accrue, and/or apply accurate Paid Time Off, including California paid sick leave, for Ms. Diaz, Mr. Ruelas-Diaz, and other employees, resulting in Plaintiffs not receiving and/or being credited with earned Paid Time Off and/or sick leave, which in turn effectively prevents Plaintiffs from being able to use their Paid Time Off and/or sick leave in violation of Labor Code §§246 and 246.5.

68. Specifically, Defendants have provided Plaintiffs with inconsistent and incorrect information regarding the amount of sick leave accrued, and have refused to pay Plaintiffs for all sick leave accrued and used.

69. As a proximate result of Defendants' conduct, Plaintiffs have suffered damages in an amount to be proved at trial.

NINTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements; Violation of Labor Code §226)

70. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

71. Defendants failed to furnish Plaintiffs with an accurate itemized statement in writing on the regular paydays showing gross wages earned, total hours worked, net wages earned, sick leave and Paid Time Off accrued and used, and all applicable hourly rates of pay in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

72. Defendants knew that they were required by law to furnish accurate itemized statements in writing and intentionally failed to furnish accurate statements to Plaintiffs on the regular paydays.

73. Plaintiffs suffered injury from Defendants' failure to provide accurate itemized statements in writing on the regular paydays. Plaintiffs could not promptly and easily determine the amount of gross or net wages earned, the total number of hours worked, or the applicable rates in effect for the corresponding hours.

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TENTH CAUSE OF ACTION

(Failure to Provide Meal Periods and Pay Meal Period Premiums;

Violation of Labor Code §§226.7, 512, I.W.C. Wage Order No. 5-2001)

74. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

75. Plaintiffs often worked five hours or more a day without being provided a 30-minute, uninterrupted, off-duty meal period within the first five hours during which they were relieved of all responsibility and allowed to leave the premises.

76. On these occasions, Defendants failed to pay Plaintiffs one additional hour of pay at their regular rate of compensation.

77. As a proximate result of Defendants' failure to allow Plaintiffs to have timely and uninterrupted meal periods and failure to compensate Plaintiffs for missed meal periods, Plaintiffs have suffered damages and are entitled to penalties in an amount to be proved at trial.

ELEVENTH CAUSE OF ACTION

(Failure to Provide Rest Periods and Pay Rest Period Premiums;

Violation of Labor Code §§226.7, I.W.C. Wage Order No. 5-2001)

78. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

79. Plaintiffs often worked in excess of three and one half hours in a workday without being authorized or permitted to take a timely, uninterrupted paid rest period during which they were relieved of all responsibility and allowed to leave the premises.

80. On these occasions, Defendants failed to pay Plaintiffs one additional hour of pay at their regular rate of compensation.

81. As a proximate result of Defendants' failure to allow Plaintiffs to have timely and uninterrupted rest periods and failure to compensate Plaintiffs for missed meal periods, Plaintiffs have suffered damages and are entitled to penalties in an amount to be proved at trial.

TWELFTH CAUSE OF ACTION

(Failure to Reimburse Employment-Related Expenses; Violation of Labor Code §2802)

82. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

83. As set forth above, Defendants required Plaintiffs and other employees to regularly use their personal mobile phones and other devices for work purposes while both on and off duty.

84. Defendants failed to compensate Plaintiffs or the other employees for the expenses of purchasing and maintaining these phones and devices and corresponding service plans, despite the fact that they were expenses incurred at the instruction of Defendants and for the benefit of Defendants' business.

85. As a result, Plaintiffs have been damaged in an amount to be proved at trial.

THIRTEENTH CAUSE OF ACTION

(Failure to Provide Employment Records;

Violation of Labor Code §§226, 247.5, 432, and 1198.5)

86. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

87. On March 13, 2026, counsel for Plaintiffs requested their employment records pursuant to Labor Code §§226, 247.5, 432, and 1198.5.

88. On April 30, 2026 and on May 8, 2026, Defendants produced some records, but the records were incomplete and untimely.

89. As a result, Plaintiffs are entitled to statutory penalties.

FOURTEENTH CAUSE OF ACTION

(Unlawful Recording; Violation of Penal Code §632)

90. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

91. For several months in 2025, Defendants positioned a camera directly pointing at Plaintiff Diaz's desk, recording her by audio and video. The camera recorded Ms. Diaz's confidential communications without her knowledge or consent in violation of Penal Code §632.

92. Ms. Diaz was humiliated, harassed, and stressed by this unlawful recording, which was itself the result of unlawful harassment and retaliation as detailed above.

93. Pursuant to Penal Code §637.2, Plaintiff Diaz seeks damages in an amount to be proved at trial.

FIFTEENTH CAUSE OF ACTION

(Unfair Business Practices, Violation of Bus. & Prof. Code §17200)

94. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

95. Defendants' conduct, as set forth above, violates the California Unfair Competition Law, Bus. & Prof. Code §17200, *et seq.* ("UCL"). Defendants' conduct constitutes unlawful, unfair, or fraudulent business acts or practices in that they willfully fail to pay employees for all hours worked, fail to pay overtime wages, fail to provide meal and rest breaks, fail to provide accurate wage statements, fail to reimburse employees for work expenses, make unauthorized deductions from wages, fail to provide and allow use of sick leave, and the like.

96. As a result of Defendants' unlawful, unfair, and fraudulent conduct, Plaintiffs have

suffered injury in fact.

97. Plaintiffs are informed and believe, and on that basis allege, that Defendants continue to engage in the unlawful, unfair, and fraudulent practices as alleged herein, and that they will continue to do so unless enjoined by this court.

98. Pursuant to Bus. & Prof. Code §17203, Plaintiffs seek declaratory and injunctive relief for Defendants' unlawful, unfair, and fraudulent conduct, and to recover restitution.

SIXTEENTH CAUSE OF ACTION

(Violations of the California Labor Code under the Private Attorneys General Act (Lab. Code §2698, et seq.))

99. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

100. Plaintiffs bring this cause of action in a representative capacity on behalf of themselves, their fellow aggrieved employees, and the Labor & Workforce Development Agency ("LWDA") pursuant to the California Private Attorneys General Act (Labor Code §2698, *et seq.*), and seeks to vindicate their rights under the Labor Code as well as those of all other aggrieved current and former employees of Defendants.

101. For purposes of this cause of action, the group of aggrieved employees consist of those employees of Defendants working in California (the "Representative Group") at any time since March 13, 2025, and through the settlement or date of entry of final judgment in this matter (the "Claim Period").

102. As set forth above, Defendants have violated Labor Code §§204, 206.5, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150) with respect to Plaintiffs and the Representative Group, who have personally

suffered each of Defendants' violations of the California Labor Code as described herein during the Claim Period and who have been injured as a result of these violations.

103. Plaintiffs seek to recover civil penalties for violations of the Labor Code committed by Defendants against Plaintiffs and all other aggrieved employees as set out in the PAGA notice document submitted to the LWDA. A true and correct copy of the PAGA notice is attached hereto as Exhibit A, and its contents are incorporated by reference as though expressly set out herein.

104. For the violations of the Labor Code alleged, Plaintiffs and other aggrieved employees have no administrative remedies to exhaust.

105. Plaintiffs have fully complied with notice requirements under PAGA by giving written notice to both the LWDA and Defendants pursuant to Labor Code §2699.3(a)(1)(A), and by paying the filing fee required by subsection (a)(1)(B) of the same.

106. Sixty-five calendar days have now passed since Plaintiffs gave the LWDA notice of their PAGA claims, and the LWDA has not responded or taken any position as to those claims. Accordingly, Plaintiffs now have the right to pursue those claims through a representative civil suit pursuant to Labor Code §2699.3(a)(2)(A).

107. Plaintiffs have been injured as a direct and proximate result of Defendants' violations of the Labor Code as set out in Exhibit A.

108. Pursuant to Labor Code §2699(a) and (f), Plaintiffs accordingly seeks to recover civil penalties against Defendants for the specified Labor Code violations against Plaintiffs and all other aggrieved employees.

109. In addition, Plaintiffs seek to recover their reasonable attorneys' fees and costs pursuant to Labor Code §2699(k)(1).

WHEREFORE, Plaintiffs pray for relief against Defendants as follows:

1. For damages and penalties according to proof at trial;

2. For unpaid wages owed;

3. For reimbursement for work-related expenses incurred by Plaintiffs pursuant to Labor Code §2802;

4. For prejudgment interest on those amounts at the legal rate;

5. For one additional hour of pay for each workday that Defendants failed to provide a meal period pursuant to Labor Code Sec. 226.7;

6. For one additional hour of pay for each workday that Defendants failed to provide rest periods pursuant to Labor Code Sec. 226.7;

7. For penalties pursuant to Labor Code §§226 and 1198.5;

8. For punitive damages;

9. For injunctive relief enjoining Defendants from continuing to engage in the unlawful conduct described herein;

10. That Defendants be ordered to pay all civil penalties due to Plaintiffs, the Representative Group, and the LWDA for Defendant's violations of the Labor Code as alleged, to be distributed to the LWDA and the Representative Group as provided by Labor Code §§558 and 2699 and other applicable law

11. For costs of suit herein incurred, including attorneys' fees; and

12. For such further relief as the court deems just.

DATED: August 20, 2026

AIMAN-SMITH & MARCY, P.C.



John A. Lofton, Esq.
Attorney for Plaintiffs Ana Diaz and Ricardo Ruelas-Diaz

Exhibit A

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION

JOHN A. LOFTON
jal@asmlawyers.com

March 13, 2026

Via Certified Mail
Sentry Living Solutions
c/o Carlos D. Cienfuegos Figuera
3826 Buell St., #7
Oakland, CA 94619

Re: PAGA Notice Pursuant to Labor Code § 2699.3 of Violations of the California Labor Code [LWDA-CM-945493-23]

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Ricardo Ruelas-Diaz and Ana Diaz hereby gives notice of violations of the following sections of the California Labor Code by Sentry Living Solutions ("Employer"): §§204, 206.5, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150). Employer's legal violations as described herein were and are knowing and intentional.

Mr. Ruelas-Diaz and Ms. Diaz are aggrieved employees of Employer as defined by California Labor Code §2699(c) because they are: (1) current employees of Employer at the time of the filing of this notice, (2) who personally suffered each of Employer's violations of the California Labor Code as described herein during that time.

I. Facts and Theories Giving Rise to Employer's Violations of the California Labor Code

Employer is a California non-profit corporation that provides services to adults with developmental disabilities. On information and belief, Employer employs approximately 300 employees in California.

Mr. Ruelas-Diaz and Ms. Diaz are employed by Employer as a non-exempt hourly employees, primarily providing off-site care to clients. For a portion of their employment, Mr. Ruela-Daiz and Ms. Diaz were ostensibly employed as exempt salaried employees, but were in fact misclassified. During that time, Mr. Ruela-Daiz and Ms. Diaz primarily performed non-

managerial work and should have been classified as non-exempt hourly employees, with all the rights and protections attendant thereto. Mr. Ruela-Daiz and Ms. Diaz are informed and believe that other employees were and are similarly misclassified.

Mr. Ruelas-Diaz, Ms. Diaz, and other employees were and are also misclassified as personal attendants not entitled to overtime. However, by the nature of their work, they spend a significant amount of their work time performing domestic labor such as cleaning, cooking, and laundry, and should properly be classified as domestic workers entitled to overtime under Labor Code §1451.

On multiple occasions, Mr. Ruelas-Diaz, Ms. Diaz, and other employees were not paid with regular wage statements, but were paid in cash or by direct wire transfer with no wage statement.

Throughout their employment, Mr. Ruelas-Diaz, Ms. Diaz, and other employees were not provided regular meal or rest periods. Instead, they were told to take breaks whenever they could. Due to the nature of their work with disabled individuals, employees typically have to remain perpetually on call during any meal and rest periods, and often are required to cut their breaks short to attend to those individuals. As a result, employees are often unable to take timely, uninterrupted, code-compliant breaks during which they were relieved of all duty.

Employer does not record meal periods. At some point in or around late 2025, Employer began requiring employees to confirm, often falsely, that they had received a meal period as a condition of them submitting their hours to get paid, in violation of Labor Code §206.5.

As a result of the above-referenced conduct, Employer fails and has failed (1) to pay Mr. Ruelas-Diaz, Ms. Diaz, and other employees for all hours worked, (2) to pay them overtime premiums for hours worked in excess of eight/nine hours per day, forty/forty-five hours per week, and/or six days within one workweek, (3) to maintain accurate records of days and hours actually worked, and (4) to provide accurate wage statements showing hours actually worked.

Because Employer has failed to provide timely meal and rest periods during which employees are relieved of all duties, it owes Mr. Ruelas-Diaz, Ms. Diaz, and other employees one hour of compensation for each day worked with a missed rest period and one hour of compensation for each day worked with a missed meal period. Employer fails and has failed to pay Mr. Ruelas-Diaz, Ms. Diaz, and other employees those wages when they were due.

Employer also requires Mr. Ruelas-Diaz, Ms. Diaz, and other employees to use their personal mobile phones and computers for work purposes, without reimbursement.

II. Provisions of the California Labor Code Violated by Employer and Penalties Sought

As a result of Employer's violations of the California Labor Code, as alleged herein, Mr. Ruelas-Diaz and Ms. Diaz are entitled to recover civil penalties pursuant to California Labor Code §2699 *et seq*. on behalf of themselves and all other former or current California employees

of Employer who were subjected to their violations of the California Labor Code as described herein.

For failing to provide meal periods and/or requiring employees to work during meal periods in violation of Labor Code §§226.7, 512, and 558 and Industrial Welfare Commission Wage Order Nos. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150), Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512 or 558 and Industrial Welfare Commission Wage Order Nos. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150), in violation of Labor Code §226.7, Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide rest periods and/or requiring employees to work during rest periods in violation of Labor Code §§226.7 and 558 and Industrial Welfare Commission Wage Order Nos. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150), Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order Nos. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150), in violation of Labor Code §226.7, Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to maintain accurate time and payroll records and to record meal periods and total hours worked in violation of Labor Code §§247.5, 558, and 1174 and Industrial Welfare Commission Wage Order Nos. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150), Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to pay at least the minimum wage for time worked, in violation of Labor Code §§204, 558, and 1197 and Industrial Welfare Commission Wage Order Nos. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150), Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight/nine hours per day, forty/forty-five hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1197 and Industrial Welfare Commission Wage Order Nos. 5-2001 and 15-2001 (8 C.C.R. §§11050 and 11150), Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For requiring employees to confirm a statement of hours worked and/or wages due, that Employer knows to be inaccurate, as a condition of being paid, in violation of Labor Code §206.5, Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Employer, in violation of Labor Code §2802, Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide accurate, itemized wage statements from which employees could promptly and easily determine the information required by Labor Code §226, in violation of that section, Employer is subject to civil penalties in the amount of $100 for each aggrieved employee per pay period or $200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Mr. Ruelas-Diaz and Ms. Diaz reserve the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,



John A. Lofton