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Case Management Conference

12/03/2026 08:30 AM - Department 09

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<https://www.tulare.courts.ca.gov/divisions/civil>

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

Crystal Negrete Centeno, individually and on
behalf of all similarly situated individuals,

Plaintiff,

vs.

Gaither's Family Homes, Inc., a California
Corporation; **Henrietta Gaither**, an individual;
and **Does 1-10**, inclusive;

Defendants.

CASE NO. VCU337687

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, *et seq.*)**

1 Plaintiff Crystal Negrete Centeno, on behalf of the State of California, solely in her
2 representative capacity as a private attorney general under the Private Attorney General Act of 2004,
3 Labor Code § 2699, et seq. (“PAGA”), hereby brings this action on behalf of all “aggrieved employees”
4 and alleges as follows, by and through her counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor
7 and Workforce Development Agency, to bring a civil action against an employer on behalf of himself
8 or herself and other current or former employees to recover civil penalties for Labor Code violations
9 they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

10 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
11 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
12 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s
13 default civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations
14 rather than “compensate employees for actual losses incurred.” *Id.*

15 3. Under the authority expressed in *Adolph*, Ms. Centeno does not bring suit in her
16 individual capacity and does not seek to recover anything through this suit other than civil penalties as
17 permitted under PAGA—she brings this action solely in her representative capacity under the PAGA,
18 on behalf of the State of California, the public, and all aggrieved employees of Defendants.

19 4. To the extent that statutory violations are mentioned for wage violations, Ms. Centeno
20 does not seek underlying general and/or special damages for those violations, but only references those
21 predicate violations as part of the State’s claim for civil penalties under PAGA.

22 5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief
23 that would not be available in a PAGA-only proceeding.

24 **THE PARTIES**

25 6. Plaintiff **Crystal Negrete Centeno** (“Plaintiff” or “Ms. Centeno”) is a resident of the
26 County of Tulare in the State of California. Ms. Centeno was employed by Defendants as an hourly,
27 non-exempt employee from on or around November 1, 2024 to on or around March 4, 2026.

28 7. Defendant **Gaither’s Family Homes, Inc.** (“Gaither’s”) is a California Corporation

1 with its principal place of business at 306 South N. Street, Tulare, California 93274. Upon information
2 and belief, Gaither's employees at least 100 employees.

3 8. Defendant **Henrietta Gaither** ("Ms. Gaither") is an individual who, on information
4 and belief, resides in the County of Tulare. Upon information and belief, Ms. Gaither is the Managing
5 Member of Gaither's. Per Labor Code § 558.1, since Ms. Gaither is a managing agent, director, and/or
6 officer of Gaither's and, upon information and belief, as she caused or directed the acts described
7 herein, she is personally liable for the penalties sought under PAGA for predicate violations of the
8 Labor Code asserted herein.

9 9. The true names and capacities of the defendants named herein as Does 1 through 10,
10 inclusive (together with Gaither's and Ms. Gaither as "Defendants"), are unknown to Plaintiff at this
11 time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code
12 of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California
13 resident and/or does substantial business in the State of California. At all relevant times, Does 1
14 through 10 were acting within the course and scope of their employment and agency with Defendants.
15 Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages
16 alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10's true names and
17 capacities when they have been determined.

18 10. Except as otherwise noted herein, Defendants participated in the acts alleged herein
19 and/or were the agents, servants, employees, or representatives of the other Defendants. At all times
20 relevant to this complaint, Defendants were acting within the course, scope, and authority of their
21 agency and employment such that the acts of one defendant are legally attributable to the other
22 Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and
23 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
24 conditions of Defendants' hourly non-exempt employees.

25 **JURISDICTION AND VENUE**

26 11. The court has jurisdiction over all causes of action in this complaint pursuant to Article
27 VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on
28 California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure,

1 and the Business & Professions Code.

2 12. Venue as to Defendants is proper in this Superior Court pursuant to California Code
3 of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly
4 situated employees within and throughout Tulare County.

5 **GENERAL ALLEGATIONS**

6 13. As a matter of uniform and systemic policy, Defendants failed to authorize and/or
7 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.
8 Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or
9 interrupt their meal and/or rest periods to care for patients, otherwise interrupt or cut short their meal
10 and/or rest periods, or remain on duty and under Defendants' control during their meal and/or rest
11 periods to perform other tasks at Defendants' directions due to Defendants' policies and practices,
12 including their scheduling and staffing practices and policies.

13 14. Accordingly, Defendants failed to authorize and permit compliant meal periods as
14 required by law.

15 15. In the same manner, and as a matter of uniform and systemic policy, Defendant requires
16 non-exempt employees to continue working during their rest periods to care for patients, answer phone
17 calls, otherwise interrupting or cut short their rest periods, or remain on duty and under Defendants'
18 control during their rest periods to perform other tasks at Defendants' directions due to Defendants'
19 policies and practices, including their scheduling and staffing practices and policies.

20 16. Accordingly, Defendants failed to authorize and permit compliant rest periods as
21 required by law.

22 17. In failing to authorize and/or permit meal and rest periods, Defendants have also
23 implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to
24 its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly
25 denied compliant meal and rest periods.

26 18. As a matter of uniform and systemic policy, Defendants failed to provide its non-
27 exempt employees with accurate itemized wage statements in accordance with California's Labor Code.
28 Upon information and believe, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either

1 semimonthly or at the time of each payment of wages, either as a detachable part of the check or
2 separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all
3 deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked,
4 including the unpaid premium payments owed to Plaintiff and the Aggrieved Employees for their
5 missed meal and rest breaks.

6 **FIRST CAUSE OF ACTION**

7 ***California Labor Code §2699, et seq.***

8 ***Private Attorneys General Act (“PAGA”) Penalties***

9 **(Plaintiff and Aggrieved Employees Against Defendants)**

10 19. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code
11 § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general,
12 on behalf of herself and other current or former employees to recover penalties for an employer’s
13 violations of the Labor Code and IWC Wage Orders.

14 20. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as
15 she was employed by Defendants during the applicable statutory period and suffered the Labor Code
16 violations alleged herein.

17 21. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved
18 Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil
19 penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3, 226.7, 510,
20 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, and 1401 as described herein, plus attorneys’
21 fees and costs.

22 22. Ms. Centeno does not bring suit in her individual capacity and does not seek to recover
23 anything through this suit other than civil penalties as permitted under PAGA—she brings this action
24 solely in her representative capacity under the PAGA, on behalf of the State of California and all
25 aggrieved employees of Gaither’s.

26 23. Entitlement to Penalties. Under the California Private Attorneys General Act
27 (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a
28 private attorney general, on behalf of herself and other current or former employees, against whom a

1 violation of the same provision(s) was committed, as well as the general public, to recover penalties for
2 an employer's violations of the Labor Code and IWC Wage Orders within one year of filing a notice
3 to the Labor and Workforce Development Agency.

4 24. These penalties shall be allocated sixty-five percent to the Labor and Workforce
5 Development Agency and thirty-five percent to the aggrieved employees.

6 25. These penalties may be "stacked" separately for each of Defendants' violations of the
7 Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v.*
8 *Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also*
9 *O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016);
10 Labor Code § 2698(i).

11 26. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to
12 compensate employees for all time that an employee is "suffered or permitted to work," which includes
13 all time "when any employer 'directs, commands or restrains' an employee." *See, e.g., Morillion v. Royal*
14 *Packing Co.*, 22 Cal. 4th 575, 583 (2000).

15 27. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours
16 worked because Defendants required its non-exempt employees to work through their legally mandated
17 meal and/or rest period or remain on duty and under Defendants' control during their meal and/or
18 rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices,
19 including their scheduling and staffing practices and policies. Accordingly, Defendants failed to pay
20 Plaintiff and Aggrieved Employees for all hours worked where they were under the control of
21 Defendants.

22 28. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is
23 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
24 two-times that person's regular rate of pay, depending on the number of hours worked by the person
25 on a daily or weekly basis.

26 29. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more
27 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
28 in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate

of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

30. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

31. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. “An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . . an employer’s obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

32. Defendants’ policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

33. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants’ policies and practices.

34. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC.

35. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: “A rest period, in short, must be a period of rest.”¹ *Augustus v. ABM Sec. Srvs., Inc.*, 2 Cal.5th 257, 273 (2016).

¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”)

1 36. On information and belief, Defendants failed to authorize or permit all required
2 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest
3 periods, interrupt rest periods, work through rest periods, or remain under Defendant's control during
4 breaks due to Defendants' policies and practices.

5 37. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires
6 employers to furnish employees with an accurate, itemized statement in writing showing, among other
7 things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt
8 employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the
9 employee is paid; (6) the name of the employee and the last four digits of his or her social security
10 number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly
11 rates in effect during the pay period and the corresponding number of hours worked at each hourly
12 rate by the employee.

13 38. At all times relevant to this complaint, Defendants' failure to pay premium wages for
14 missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage
15 statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all
16 hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage
17 statements they provided to employees to be inaccurate.

18 39. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved
19 Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate
20 payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved
21 Employees' ability to calculate unpaid wages earned.

22 40. Defendants knowingly and intentionally failed to comply with Labor Code § 226,
23 causing injury and damages to Plaintiffs and Aggrieved Employees.

24 41. *Failure to Provide and Maintain Records.* Labor Code § 226 additionally provides that
25 employers "shall afford current and former employees the right to inspect or receive a copy of records
26 pertaining to their employment, upon reasonable request to the employer" and that employers "shall
27 comply with the request as soon as practicable, but no later than 21 calendar days from the date of the
28 request."

42. Labor Code § 1198.5 provides that “[u]pon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request . . .”

43. Labor Code § 432 provides that “[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

44. Labor Code § 1174 requires employers to maintain payroll records showing the hours worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section 7 requires that an employer maintain “time records showing when the employee begins and ends each work period” and make those records available to any employee upon reasonable request. *Id.*

45. Plaintiff Crystal Negrete Centeno, through counsel, requested copies of her records kept in accordance with Labor Code §§ 226, 432, 1174, and 1198.5 by certified letter on March 28, 2026.

46. Defendant failed to provide Ms. Centeno with her payroll records and personnel file by May 21, 2026, despite Plaintiff having sent a second letter on April 23, 2026 notifying Defendant that the statutory deadline had already passed.

47. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a current or former employee to inspect or copy records required to be kept under that section within 21 days of a request to inspect, that employer is liable to the employee for a penalty of \$750, and the employee is entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs and reasonable attorney’s fees in doing so.

48. Labor Code § 1198.5(k) sets forth that if an employer fails to permit a current or former employee to inspect or copy records relating to the employee’s performance or to any grievance concerning the employee within 30 days of a request to inspect, that employer is liable to the employee for a penalty of \$750, and the employee is entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs and reasonable attorney’s fees in doing so.

49. Defendants have a policy and practice of denying requests for employee records to their

current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and the Wage Orders. Under information and belief, Defendants also fail to maintain these records for the statutorily prescribed length of time.

50. Procedural Requirements Met. On May 22, 2026, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On July 27, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

51. Plaintiff—as a representative of the People of the State of California—is entitled to seek any and all penalties otherwise capable of being collected by the Labor Commission or Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of California through this Action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- A. For civil penalties under PAGA to be determined by trial;
- B. For pre- and post-judgment interest as allowed;
- C. For preliminary and permanent injunctive relief;
- D. For reasonable attorney’s fees and costs and expert fees and costs; and
- E. For such other relief as this Court deems just and proper.

Dated: July 27, 2026

BARAHMAND LAW GROUP

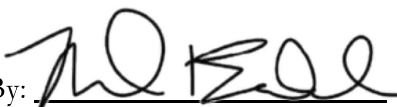
By: 
Navid Barahmand
Attorneys for Plaintiff

EXHIBIT A

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May 22, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Suite 801

Oakland, California 94612

Copy Sent Certified Mail to:

Henrietta Gaither - Agent for Service of Process

GAITHER'S FAMILY HOMES, INC.

1408 South Newcomb Street

Porterville, California 93257

Re: Private Attorneys General Act ("PAGA") Notice Letter of Crystal Negrete Centeno on Behalf of Herself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Crystal Negrete against Defendant Gaither's Family Homes, Inc and Henrietta Gaither (collectively, "Defendants") in a lawsuit soon to be filed against Defendant in Tulare County Superior Court (the "Action"). A copy of the proposed Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to provide overtime hours; (3-4) failing to provide meal and rest breaks pursuant to Lab. Code § 226.7(b); and (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5.

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California Labor and Workforce Development Agency
May 22, 2026

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'David Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft Complaint