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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AISLINN ENRIQUEZ,

Plaintiff,

vs.

RESURGENCE CALIFORNIA LLC; A NEW
START TREATMENT AND RECOVERY
CENTER, LLC dba MUSE TREATMENT;
RESURGENCE BEHAVIORAL HEALTH,
LLC; and DOES 1 to 25, inclusive,

Defendants.

Case No.: **26STCV27251**

COMPLAINT FOR DAMAGES FOR:

- 1) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”);**
- 2) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**
- 3) RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6;**
- 4) RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310 AND 6311;**
- 5) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, AISLINN ENRIQUEZ (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendant A NEW START TREATMENT AND RECOVERY CENTER, LLC dba MUSE TREATMENT maintains its principal place of business in the County of Los Angeles, because Defendants do business in the County of Los Angeles, and because Defendants’ obligations and liabilities arise therein. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

2. Plaintiff is a female resident of the city of Moreno Valley, County of Riverside, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant RESURGENCE CALIFORNIA LLC was and is a limited liability company registered to transact intrastate business in the State of California, doing business in the State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant A NEW START TREATMENT AND RECOVERY CENTER, LLC dba MUSE TREATMENT was and is a limited liability company organized under the laws of the State of California, Entity No. 201302410019, and which employed Plaintiff. According to the Statement of Information that A NEW START TREATMENT AND RECOVERY CENTER, LLC filed with the California Secretary of State on or about December 23, 2025, the street address of its principal office, its mailing address, and the street address of its California office are each 1251 Westwood Boulevard, Los Angeles, California 90024, in the County of Los Angeles. A NEW START TREATMENT AND RECOVERY CENTER, LLC dba MUSE TREATMENT operates residential and outpatient substance use disorder treatment facilities in the County of Los Angeles, including at 1251 Westwood Boulevard, Los Angeles, California 90024, and at 4111, 4113, 4115, and 4117 Milton Avenue, Culver City, California 90232.

1 5. Plaintiff is informed and believes that at all times herein mentioned, Defendant
2 RESURGENCE BEHAVIORAL HEALTH, LLC was and is a limited liability company doing
3 business in the State of California, with offices at 3151 Airway Avenue, Suite K203, Costa
4 Mesa, California 92626, and which employed Plaintiff. According to the Statement of
5 Information filed with the California Secretary of State on or about December 23, 2025,
6 RESURGENCE BEHAVIORAL HEALTH, LLC is the sole manager and member of
7 Defendant A NEW START TREATMENT AND RECOVERY CENTER, LLC.

8 6. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
9 were the joint employers of Plaintiff, and that Defendants operate as a single integrated
10 enterprise under common ownership, management, and control. Defendants themselves
11 describe this enterprise in their employment documents as “Resurgence Behavioral Health,
12 LLC and Managed Partners.” The offer of employment Defendants issued to Plaintiff
13 identifies the employing “Company” as “Resurgence Behavioral Health, LLC (and/or
14 Resurgence California, and/or Muse Treatment, LLC).” The policies and agreements
15 Defendants required Plaintiff to sign as a condition of her employment identify Plaintiff’s
16 employer as “Resurgence Behavioral Health, LLC and/or Resurgence California and/or
17 Advanced Recovery Solutions, and/or Balboa Horizons and/or A New Start Treatment DBA
18 Muse Treatment and/or Pacific Manor Recovery.” Defendants share common management,
19 common ownership, centralized control of labor relations, and interrelated operations, and
20 each of the Los Angeles County facilities identified above is reached through the same
21 telephone number, (888) 700-5053, that Defendants listed on the offer of employment issued
22 to Plaintiff. Each Defendant is therefore jointly and severally liable for the conduct alleged
23 herein. Defendants and DOES 1 to 25, inclusive, are referred to collectively herein as
24 “Defendants” or “RESURGENCE.”

25 7. Plaintiff is further informed and believes, and thereon alleges, that
26 RESURGENCE CALIFORNIA LLC employed hourly-paid, non-exempt aggrieved
27 employees at the Los Angeles County facilities identified above during the PAGA period
28 alleged herein, and that the Labor Code violations alleged in this Complaint were committed

1 against those aggrieved employees in the County of Los Angeles. Because Plaintiff brings her
2 representative claim under the Private Attorneys General Act as an agent and proxy of the
3 State of California, and not merely on her own behalf, the obligation and liability upon which
4 that claim rests arises in every county in which the alleged violations occurred, and venue for
5 that claim is proper in this County. (Code Civ. Proc., § 395.5; Crestwood Behavioral Health,
6 Inc. v. Superior Court (2021) 60 Cal.App.5th 1069.)

7 8. Plaintiff is ignorant of the true names and capacities, whether individual,
8 corporate, or associate, of those defendants fictitiously sued as DOES 1 to 25, inclusive, and
9 so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of
10 the DOE defendants, numbers 1 to 25, reside in the State of California and are in some
11 manner responsible for the conduct alleged herein. Upon discovering the true names and
12 capacities of these fictitiously named defendants, Plaintiff will amend this Complaint to show
13 the true names and capacities of these fictitiously named defendants.

14 9. Unless otherwise alleged in this Complaint, Plaintiff is informed, and on the
15 basis of that information and belief alleges, that at all times herein mentioned each of the
16 remaining co-defendants, in doing the things hereinafter alleged, were acting within the
17 course and scope, and under the authority, of their agency, employment, or representative
18 capacity, with the consent of his/her co-defendants.

19 **GENERAL ALLEGATIONS**

20 10. Plaintiff began working for RESURGENCE on or around July 17, 2025, as a
21 Behavioral Health Technician. Plaintiff was classified as an hourly-paid, non-exempt
22 employee. Plaintiff's base rate of pay was \$21.00 per hour, and RESURGENCE paid Plaintiff
23 a graveyard shift differential rate of \$22.00 per hour for hours worked on the overnight shift.
24 Plaintiff was scheduled to work the overnight shift from 11:00 p.m. to 7:30 a.m. Plaintiff
25 worked at RESURGENCE's facility located at 3686 Pacific Avenue, Riverside, California
26 92509. Plaintiff's employment was terminated on or around April 17, 2026.

27 11. It is Plaintiff's position that, having personally suffered each of the violations
28 alleged below within the period prescribed by Code of Civil Procedure section 340, Plaintiff

1 may bring the following Labor Code violations on behalf of the State of California and all
2 other aggrieved employees, including all hourly-paid, non-exempt employees who worked for
3 Defendants anywhere in the State of California, at all of their locations, during the relevant
4 PAGA period.

5 12. It is Plaintiff's position that Defendants have violated the following Labor
6 Code sections against Plaintiff and other similarly situated aggrieved employees, who include
7 all non-exempt, hourly employees who worked for Defendants in the State of California
8 during the relevant PAGA period.

9 13. Defendants violated Labor Code §§ 1194, 1194.2, 1197, and 1197.1 because
10 they failed to pay Plaintiff and other similarly situated aggrieved employees for all hours
11 worked, including the statutory minimum wage for all hours worked and for "off the clock"
12 work. This is so because Defendants rounded work hours and did not pay Plaintiff and others
13 for all actual hours worked in violation of California's minimum wage laws. In addition,
14 Defendants failed to provide reporting time pay to Plaintiff and others. Moreover, and due to
15 Plaintiff's meal breaks being interrupted while she was "off the clock" and due to Plaintiff and
16 others having to work through their meal periods while "off the clock," the latter constituted a
17 minimum wage violation in that Plaintiff and others were not paid for all hours worked.
18 Defendants' own written Meal and Rest Break Policy compelled this result: it directed that
19 "Lunchtime is unpaid and therefore all employees are required to clock out during this
20 period," and warned that "Failure to clock out can be grounds for disciplinary action."
21 Plaintiff was therefore required to clock out for meal periods during which she was not
22 relieved of all duty, with the result that she performed work for which she was not
23 compensated.

24 14. Due to the above "off the clock" and rounding violations, Defendants also
25 violated Labor Code § 510 because they failed to pay Plaintiff and other aggrieved employees
26 overtime and double time compensation, even though they worked more than 8 hours per day,
27 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff's and other
28 aggrieved employees' actual work hours entitled them to overtime compensation; however,

Defendants did not compensate their hourly, non-exempt employees with the correct overtime due to the “off the clock” and rounding issues. Furthermore, Defendants failed to include bonuses/incentive payments/graveyard shift differential payments in calculating employees’ regular rate of pay for use in deciphering the correct overtime rate of pay. Plaintiff’s wage statements further reflect an unexplained and unlabeled payment of \$150.00 designated only as “Miscellaneous Pay” in the pay period ending on or about August 24, 2025, which was not identified as to its nature or basis and which, if nondiscretionary, was likewise not included in the regular rate of pay. Additionally, the incentive/bonus payments/graveyard shift differential payments were also not factored into employees’ regular rate for purposes of receiving meal and rest break premiums per the California Supreme Court’s decision in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 12 Cal.5th 560.

15. Defendants also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/5 because they failed to provide Plaintiff and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. Defendants did not completely relieve Plaintiff and others of all duty during said rest periods. Defendants did not pay to Plaintiff and others one additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Plaintiff to take any rest breaks during her shifts. In fact, rest breaks were simply not enforced due to the heavy workload and understaffing. As such, Plaintiff did not take statutory rest breaks during her employment. As such, the culture as well as the policies and procedures of Defendants did not lend themselves to the employees receiving statutory rest breaks wherein they were relieved of all work duties. Statutory rest breaks were not authorized or enforced due to the fast-paced nature of the job.

16. Defendants violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4/5 because they failed to provide hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. Defendants did

1 not completely relieve Plaintiff and other employees of all duty during said meal periods.
2 Defendants did not pay to Plaintiff and their hourly, non-exempt employees one additional
3 hour of pay at their regular rate of compensation for each workday that one or more statutory
4 meal periods was not provided. Plaintiff did not always receive timely, uninterrupted meal
5 breaks before the 5th hour worked. Moreover, meal breaks would be late and after the 5th
6 hour worked or they would be interrupted due to understaffing (with only two or three
7 employees per graveyard shift and no graveyard manager on duty). Like the rest breaks,
8 receiving a consistent thirty-minute uninterrupted and timely meal break was not part of the
9 company culture and was not enforced by Defendants.

10 17. Any meal period waiver signed by Plaintiff is invalid and unenforceable and
11 does not excuse Defendants' violations. The Meal Break Waiver Agreement in Plaintiff's
12 personnel file, dated on or about July 2, 2025, waives a meal period only where "my total
13 day's work will be completed within a period of not more than six (6) hours," and waives a
14 second meal period only where the day's work is completed within twelve (12) hours. Plaintiff
15 routinely worked shifts in excess of six hours, such that the waiver by its own terms had no
16 application to the shifts Plaintiff actually worked. Moreover, that document states that "In
17 order for this waiver to be valid, my supervisor and/or an authorized company representative
18 must also authorize the waiver in writing," and Plaintiff's supervisor did not sign the waiver
19 until on or about August 15, 2025, six weeks after Plaintiff had already executed the
20 "Employee's Revocation of Waiver of Meal Period" appearing on the same page, which is
21 dated on or about July 2, 2025. The waiver accordingly never became valid, and in any event
22 was revoked. Defendants had Plaintiff sign an on-duty meal period agreement wherein
23 Plaintiff agreed to work through the meal periods, it would be invalid and unenforceable
24 because the nature of Plaintiff's job did not prevent her from taking a meal period and
25 Defendants could have hired "breakers" to relieve Plaintiff of her job duties so that she can
26 actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period
27 agreement did not allow for Plaintiff to revoke such an agreement even if it was signed. As
28 such, Plaintiff and others did not always receive statutory, timely meal periods during their

1 employment. To the extent that Defendants argue that employees receive meal break premium
2 pay for missed, short, or late meal periods, that argument is inconsequential for PAGA penalty
3 purposes since the PAGA penalties are for the violations themselves, irrespective of whether
4 an employee received the premium payment for a missed, short, or interrupted meal period. In
5 *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give
6 employers a lawful choice between providing *either* meal and rest breaks *or* an additional
7 hour of pay.” *See Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256
8 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer
9 has still committed a violation even if the remedy for the violation has been paid. *See Wert v.*
10 *US. Bancorp.*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work
11 environment and culture at Plaintiff’s place of employment was not conducive to receiving
12 consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest
13 break premiums paid were not compensated at the weighted average regular rate, inclusive of
14 bonuses and/or incentive payments as well as overtime compensation.

15 18. Furthermore, during the relevant time period, and due to the above labor code
16 violations, Defendants failed to pay Plaintiff and other similarly situated aggrieved employees
17 all wages due to them within any time period specified by California Labor Code section 204,
18 including all compensation for minimum wage violations, overtime, and meal/rest premiums.

19 19. Defendants were also in violation of California Labor Code section 226(a) by
20 failing to include pertinent information on the wage statements, including but not limited to,
21 the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross
22 wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions,
23 the correct start and end of the pay period, all employee identifying information, the correct
24 and complete name and address of the legal employer, and reimbursement for business
25 expenses, among others. As such, Defendants did not provide Plaintiff and other similarly
26 situated aggrieved employees with complete, accurate itemized wage statements.

27 20. During the relevant time period, Defendants also failed to keep accurate and
28 complete payroll records showing the actual hours worked per day and the wages paid to

1 Plaintiff and others pursuant to California Labor Code section 1174(d).

2 21. Defendants also violated Labor Code § 203 because they willfully failed to pay
3 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
4 separation of employment, either immediately upon involuntary termination, or within 72
5 hours of resignation. These earned but unpaid wages include compensation for all hours
6 worked, including minimum wages, overtime compensation, and premium pay for missed
7 meal and rest breaks.

8 22. During the relevant time period, Plaintiff and other aggrieved employees
9 incurred necessary, business-related expenses and costs that were not reimbursed by
10 Defendants. These costs include, but are not limited to, use of personal cell phones for work
11 purposes and uniforms. In terms of personal cell phone use, Plaintiff consistently utilized her
12 own personal cell phone for work purposes in that she would send work emails from her cell
13 phone and also uploaded items for work purposes from her personal cell phone. Despite the
14 latter, Plaintiff and others were not reimbursed for use of their personal cell phones.

15 Accordingly, Defendants were in violation of California Labor Code sections 2800 and 2802.

16 23. Furthermore, Defendants did not provide any sick pay that was also delineated
17 on employee pay stubs and also failed to provide proper sick leave in violation of Labor Code
18 sections 233 and 246. Moreover, Defendants failed to provide suitable seating and proper rest
19 break facilities in violation of the applicable Industrial Welfare Commission Wage Orders.

20 24. Based upon the above-mentioned violations, and in addition to the penalties
21 provided by those specific sections themselves, Plaintiff also intends to seek penalties under
22 the following Labor Code sections which themselves are inviolable but provide for recovery
23 of penalties for violating one or more of the above-mentioned Labor Code sections: Labor
24 Code §§ 558, 226.3, and 1197.1.

25 25. During her employment, Plaintiff repeatedly complained to Defendants'
26 management, both orally and in writing, about unsafe staffing levels at the facility. Plaintiff
27 sent emails to Defendants' management reporting that the facility was short on staff, that the
28 amount of work assigned to the employees on duty was impossible to complete, and that the

1 fifteen-minute and thirty-minute rounds of clients undergoing detoxification that Defendants
2 required could not be performed with the staffing Defendants provided. The graveyard shift
3 on which Plaintiff worked was regularly staffed with only two or three employees and no
4 manager on duty. Plaintiff also complained that a co-worker had threatened her and was
5 creating a hostile and unsafe work environment. Plaintiff reasonably believed that the
6 conditions she reported disclosed violations of state law, including Labor Code sections 6400
7 and 6401, title 8, section 3203 of the California Code of Regulations, and the statutes and
8 regulations governing the operation of licensed residential alcohol and other drug treatment
9 facilities in California, including those requiring adequate staffing and the monitoring of
10 clients undergoing detoxification. Defendants did not remedy the conditions Plaintiff reported.

11 26. Plaintiff no longer has access to the emails described above. Defendants
12 terminated Plaintiff's access to her work email account immediately upon her termination and
13 signed her out of that account, and Plaintiff retained no copies. The emails in which Plaintiff
14 reported the understaffing and the impossibility of completing the required client rounds are
15 therefore within the exclusive possession, custody, and control of Defendants, together with
16 any archives, backups, or retention copies of Plaintiff's mailbox and of the mailboxes of the
17 managers to whom Plaintiff sent them.

18 27. Plaintiff further exercised her rights under the Labor Code by using accrued
19 paid sick leave. Defendants' own payroll records reflect that Plaintiff used eight hours of paid
20 sick leave in each of the pay periods ending on or about February 8, 2026, February 22, 2026,
21 March 22, 2026, April 5, 2026, and April 19, 2026, thereby exhausting the entirety of her paid
22 sick leave balance. The last of those eight-hour increments was used during the pay period of
23 April 6, 2026 through April 19, 2026 — the very pay period in which Defendants terminated
24 Plaintiff's employment. Labor Code section 246.5(c)(1) prohibits an employer from
25 discharging or retaliating against an employee for using accrued paid sick days, and Labor
26 Code section 246.5(c)(2) provides that there shall be a rebuttable presumption of unlawful
27 retaliation where an employer takes adverse action against an employee within thirty days of
28 the employee's use of accrued paid sick days. Defendants terminated Plaintiff's employment

1 within thirty days of her use of accrued paid sick days.

2 28. Defendants terminated Plaintiff's employment on or about April 17, 2026. In
3 the written notice of termination, Defendants asserted that Plaintiff had failed to complete
4 fifteen-minute rounds of detoxing clients on the night of April 13 to April 14, 2026, and stated
5 that there is "zero tolerance for missed rounds." Plaintiff is informed and believes, and thereon
6 alleges, that the reason Defendants gave for her termination is false and pretextual, and that
7 the true reason for her termination was her protected complaints regarding the understaffing of
8 the graveyard shift, the impossibility of completing the required client rounds, the threatening
9 co-worker and the hostile and unsafe work environment, together with her use of accrued paid
10 sick leave. Defendants terminated Plaintiff for failing to complete the very rounds that
11 Plaintiff had reported to Defendants' management in writing could not be completed with the
12 staffing Defendants provided. The condition Plaintiff complained of is the condition that
13 produced the incomplete rounds for which Defendants purported to terminate her.

14 29. As a result of the foregoing, Defendants retaliated against Plaintiff and
15 terminated her employment in violation of Labor Code sections 98.6, 1102.5, 6310, and 6311,
16 and in violation of the fundamental public policy of the State of California.

17 **FIRST CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

19 **(Representative claim for civil penalties under California Labor Code sections 2698,**
20 **2699, and 2699.3, for violations of California Labor Code sections 201, 202, 203, 204,**
21 **210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,**
22 **1198, 2800, and 2802, and IWC Wage Orders 4-2001 and 5-2001)**

23 **(Against RESURGENCE CALIFORNIA LLC)**

24 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

26 31. Pursuant to law, on May 12, 2026, Plaintiff provided the required written
27 notice to the LWDA and Defendants of the specific violations of the Labor Code that
28 Defendants and DOE defendants have violated and continue to violate.

1 32. Pursuant to Labor Code § 2699.3, no response was received from the LWDA
2 within 65 days of the postmark date of the above-alleged letter.

3 33. Plaintiff therefore has exhausted all administrative remedies required of her
4 under Labor Code §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of
5 action and pursue penalties in a representative action for Defendants' violations of the Labor
6 Code.

7 34. Pursuant to Labor Code § 2699, any provisions of the Labor Code that
8 provides for a civil penalty to be assessed and collected by the LWDA or any of its
9 departments, divisions, commissions, boards, agencies, or employees for violation of the code
10 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
11 on behalf of himself and other current or former employees pursuant to the procedures
12 specified in Labor Code § 2699.3.

13 35. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the
14 alleged violator and personally suffered each of the alleged violations within the period
15 prescribed by Code of Civil Procedure section 340, and Plaintiff is therefore properly suited to
16 represent the interests of herself and other current and former aggrieved employees, including
17 all current and former hourly-paid, non-exempt employees who worked for Defendants in the
18 State of California during the applicable PAGA period.

19 36. Based on the acts alleged above, Plaintiff, on behalf of herself and other
20 aggrieved employees, seeks civil penalties under Labor Code §§ 2698 and 2699 because of
21 Defendants' violations of numerous provisions of the Labor Code as alleged in this
22 Complaint.

23 37. Labor Code § 2699 et seq. imposes penalties upon culpable Defendants for
24 violating the Labor Code.

25 38. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as
26 permitted by law, but only those penalties that are required to be shared with the LWDA, as
27 Plaintiff is not seeking underpaid wages for herself or other employees under this specific
28 PAGA cause of action.

1 39. Specifically, Pl Plaintiff seeks penalties under Labor Code § 2699, for the
2 following:

3 Violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233,
4 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and
5 2802, and all applicable Industrial Welfare Commission Wage Orders numbers
6 4-2001 and 5-2001, based on the facts alleged in this Complaint.

7 40. Pursuant to Labor Code §§ 2698 et seq., Plaintiff seeks to recover attorney's
8 fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
9 employees as alleged herein in an amount to be shown according to proof at trial and within
10 the jurisdictional limits of this Court.

11 **SECOND CAUSE OF ACTION**

12 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

13 **(Against All Defendants)**

14 41. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 40, inclusive, of this Complaint as though fully set forth herein.

16 42. At all times material to this Complaint, California Labor Code section 1102.5
17 was in effect and binding on Defendants. Labor Code section 1102.5(b) prohibits an employer
18 from retaliating against an employee for disclosing information, or because the employer
19 believes that the employee disclosed or may disclose information, to a person with authority
20 over the employee, or to another employee who has authority to investigate, discover, or
21 correct the violation or noncompliance, if the employee has reasonable cause to believe that
22 the information discloses a violation of a state or federal statute, or a violation of or
23 noncompliance with a local, state, or federal rule or regulation, regardless of whether
24 disclosing the information is part of the employee's job duties. Labor Code section 1102.5(c)
25 further prohibits an employer from retaliating against an employee for refusing to participate
26 in an activity that would result in a violation of a state or federal statute, or a violation of or
27 noncompliance with a local, state, or federal rule or regulation.

28 43. As alleged above, Plaintiff disclosed information to Defendants' management,
both orally and in writing by email, that Defendants were operating with insufficient staff; that
the volume of work assigned to the employees on duty was impossible to complete; and,

specifically, that the fifteen-minute and thirty-minute client safety rounds that Defendants required could not be performed with the staffing Defendants provided. Plaintiff further disclosed that a co-worker had threatened her and was creating a hostile and unsafe work environment. Plaintiff had reasonable cause to believe that the information she disclosed evidenced violations of, and noncompliance with, California Labor Code sections 6400 and 6401, title 8, section 3203 of the California Code of Regulations, and the statutes and regulations governing the operation of licensed residential alcohol and other drug treatment facilities in California, including those requiring adequate staffing and the monitoring of clients undergoing detoxification.

44. Each of the persons to whom Plaintiff made the disclosures alleged above was a person with authority over Plaintiff, or an employee with authority to investigate, discover, or correct the violations and noncompliance that Plaintiff disclosed. Plaintiff had reasonable cause to believe, and did believe, that the information she disclosed evidenced violations of state statutes and of state rules and regulations.

45. Defendants terminated Plaintiff's employment on or about April 17, 2026. In their written notice of termination, Defendants asserted that Plaintiff had failed to complete fifteen-minute rounds of detoxing clients on the night of April 13 to April 14, 2026, and that there is "zero tolerance for missed rounds." That stated reason is false and pretextual. Defendants terminated Plaintiff for failing to complete the very rounds that Plaintiff had told Defendants' management in writing could not be completed with the staffing Defendants provided. The incomplete rounds Defendants relied upon were the direct and foreseeable product of the understaffing Plaintiff had reported, and Defendants' own notice of termination reflects that employees on Plaintiff's shift were required to hand off a rounds clipboard and relieve one another of assigned sections in order to cover the required rounds.

46. In doing the things herein alleged, Defendants violated California Labor Code section 1102.5 by retaliating against Plaintiff, and by terminating Plaintiff's employment on or about April 17, 2026, because of Plaintiff's protected disclosures. Pursuant to Labor Code section 1102.6, once Plaintiff demonstrates by a preponderance of the evidence that her

1 protected activity was a contributing factor in the adverse action taken against her, Defendants
2 bear the burden of demonstrating by clear and convincing evidence that the alleged action
3 would have occurred for legitimate, independent reasons even had Plaintiff not engaged in
4 protected activity.

5 47. As a direct and proximate result of the aforementioned acts and omissions of
6 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
7 to, loss of income (past and future), loss of employment benefits (past and future), general and
8 compensatory damages (past and future), mental pain and anguish and emotional distress (past
9 and future), and will continue to suffer in the future, in an amount to be proved at trial.

10 48. Plaintiff requests all available relief under Labor Code section 1102.5,
11 including damages, the imposition of a civil penalty of up to ten thousand dollars (\$10,000)
12 for each violation pursuant to Labor Code section 1102.5(f), and attorney's fees pursuant to
13 Labor Code section 1102.5(j).

14 49. The foregoing conduct engaged in by Defendants and each of their directors,
15 officers, and/or managing agents constitutes malice, fraud, and oppression, and was
16 authorized, ratified, and carried on with a conscious and willful disregard of their workers'
17 right to work in an environment free of retaliation for whistleblowing, so as to justify the
18 imposition of punitive damages to punish and set an example of said Defendants.

19 **THIRD CAUSE OF ACTION**

20 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

21 **(Against All Defendants)**

22 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

24 51. At all times material to this Complaint, California Labor Code section 98.6 was
25 in effect and binding on Defendants. Labor Code section 98.6(a) provides, in pertinent part,
26 that "[a] person shall not discharge an employee or in any manner discriminate, retaliate, or
27 take any adverse action against any employee or applicant for employment because the
28 employee or applicant engaged in any conduct delineated in this chapter, including the

1 conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section
2 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed
3 a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or
4 relating to their rights that are under the jurisdiction of the Labor Commissioner”

5 52. Labor Code section 98.6(a) prohibits an employer from discharging, or in any
6 manner discriminating, retaliating, or taking any adverse action against, an employee because
7 the employee engaged in any conduct delineated in Chapter 5 of Part 3 of Division 2 of the
8 Labor Code, commencing with section 1101. Labor Code section 1102.5 is contained within
9 that chapter. As alleged above, Plaintiff disclosed information, orally and in writing, to
10 persons with authority over her that she reasonably believed evidenced violations of, and
11 noncompliance with, state statutes and state rules and regulations governing workplace safety
12 and the operation of licensed residential treatment facilities. That conduct is protected by
13 Labor Code section 1102.5 and is therefore conduct protected by Labor Code section 98.6.

14 53. Plaintiff separately exercised rights conferred by the California Labor Code by
15 using accrued paid sick leave pursuant to Labor Code sections 245 through 249. Labor Code
16 section 246.5(c)(1) prohibits an employer from denying an employee the right to use accrued
17 paid sick days, and from discharging, threatening to discharge, demoting, suspending, or in
18 any manner discriminating or retaliating against an employee for using accrued paid sick
19 days. Labor Code section 246.5(c)(2) provides that there shall be a rebuttable presumption of
20 unlawful retaliation if an employer takes any adverse action against an employee within thirty
21 (30) days of the employee’s use of accrued paid sick days. Defendants terminated Plaintiff’s
22 employment within thirty days of, and during the very pay period in which, Plaintiff used
23 accrued paid sick days.

24 54. In doing the things herein alleged, Defendants violated California Labor Code
25 section 98.6 by discharging Plaintiff and by taking adverse action against her on or about
26 April 17, 2026 because Plaintiff exercised rights that are under the jurisdiction of the Labor
27 Commissioner and engaged in conduct protected by the Labor Code, as alleged above.

1 55. As a direct and proximate result of the aforementioned acts and omissions of
2 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
3 to, loss of income (past and future), loss of employment benefits (past and future), general and
4 compensatory damages (past and future), mental pain and anguish and emotional distress (past
5 and future), and will continue to suffer in the future, in an amount to be proved at trial.

6 56. Plaintiff requests all available relief under Labor Code section 98.6, including
7 reinstatement and reimbursement for lost wages and work benefits caused by the acts of
8 Defendants pursuant to Labor Code section 98.6(b)(1), and a civil penalty of up to ten
9 thousand dollars (\$10,000) per employee for each violation pursuant to Labor Code section
10 98.6(b)(3).

11 57. The foregoing conduct engaged in by Defendants and each of their directors,
12 officers, and/or managing agents constitutes malice, fraud, and oppression, and was
13 authorized, ratified, and carried on with a conscious and willful disregard of their workers'
14 right to work in an environment free of retaliation, so as to justify the imposition of punitive
15 damages to punish and set an example of said Defendants.

16 **FOURTH CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310 AND 6311**

18 **(Against All Defendants)**

19 58. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 57, inclusive, of this Complaint as though fully set forth herein.

21 59. Labor Code section 6310 states, "Any employee who is discharged, threatened
22 with discharge, demoted, suspended, or in any other manner discriminated against in the terms
23 and conditions of employment by his or her employer because the employee has made a bona
24 fide oral or written complaint to the division, other governmental agencies having statutory
25 responsibility for or assisting the division with reference to employee safety or health, his or
26 her employer, or his or her representative, of unsafe working conditions, or work practices, in
27 his or her employment or place of employment, or has participated in an employer-employee
28 occupational health and safety committee, shall be entitled to reinstatement and

1 reimbursement for lost wages and work benefits caused by the acts of the employer.”

2 60. Labor Code section 6311 states, “No employee shall be laid off or discharged
3 for refusing to perform work in the performance of which this code, including section 6400,
4 any occupational safety or health standard or any safety order of the division or standards
5 board will be violated, where the violation would create a real and apparent hazard to the
6 employee or his or her fellow employees. Any employee who is laid off or discharged in
7 violation of this section or is otherwise not paid because he or she refused to perform work in
8 the performance of which this code, any occupational safety or health standard or any safety
9 order of the division or standards board will be violated and where the violation would create
10 a real and apparent hazard to the employee or his or her fellow employees shall have a right of
11 action for wages for the time the employee is without work as a result of the layoff or
12 discharge.”

13 61. Defendants owed Plaintiff a duty to “furnish employment and a place of
14 employment that is safe and healthful for the employees therein” pursuant to California Labor
15 Code section 6400(a), and a duty under Labor Code section 6401 to “do every other thing
16 reasonably necessary to protect the life, safety, and health of employees.” Defendants were
17 further required by title 8, section 3203 of the California Code of Regulations to establish,
18 implement, and maintain an effective Injury and Illness Prevention Program.

19 62. As alleged above, Plaintiff made bona fide oral and written complaints to her
20 employer regarding unsafe working conditions and unsafe work practices at her place of
21 employment. Plaintiff sent emails to Defendants’ management reporting that the facility was
22 short on staff, that the volume of work assigned could not be completed by the employees on
23 duty, and that the required fifteen-minute and thirty-minute rounds of clients undergoing
24 detoxification could not be performed with the staffing provided. Plaintiff also complained
25 that a co-worker had threatened her and was creating a hostile and unsafe work environment.
26 These were bona fide oral and written complaints of unsafe working conditions and work
27 practices at Plaintiff’s place of employment, made to her employer, within the meaning of
28 Labor Code section 6310. Defendants failed to take corrective action to remedy the unsafe

1 conditions Plaintiff reported, and instead terminated Plaintiff's employment for failing to
2 complete the very rounds she had reported could not be completed.

3 63. Defendants violated California Labor Code sections 6310 and 6311 by
4 retaliating against Plaintiff for her protected complaints regarding unsafe working conditions
5 and unhealthy working conditions at her place of employment, including by terminating her
6 employment.

7 64. As a direct and proximate result of the aforementioned acts and omissions of
8 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
9 to, loss of income (past and future), loss of employment benefits (past and future), general and
10 compensatory damages (past and future), mental pain and anguish and emotional distress (past
11 and future), and will continue to suffer in the future, in an amount to be proved at trial.
12 Plaintiff is further entitled to reinstatement and reimbursement for lost wages and work
13 benefits pursuant to Labor Code section 6310(b).

14 65. The aforementioned acts of Defendants were willful, wanton, malicious,
15 intentional, oppressive, and despicable, and were done in willful and conscious disregard of
16 the rights, welfare, and safety of Plaintiff, and were done by managerial agents and employees
17 of Defendants and DOES 1 to 25, and with the express knowledge, consent, and ratification of
18 managerial agents and employees of Defendants and DOES 1 to 25, thereby justifying the
19 awarding of punitive and exemplary damages in an amount to be determined at the time of
20 trial.

21 **FIFTH CAUSE OF ACTION**

22 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

23 **(Against All Defendants)**

24 66. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 65, inclusive, of this Complaint as though fully set forth herein.

26 67. At all times during her employment with Defendants, Plaintiff performed her
27 duties with diligence and competence.

28 68. Defendants terminated Plaintiff's employment on or about April 17, 2026. In

1 their written notice of termination, Defendants asserted that Plaintiff had failed to complete
2 fifteen-minute rounds of detoxing clients on the night of April 13 to April 14, 2026, and that
3 there is “zero tolerance for missed rounds.” That stated reason is false and pretextual.
4 Defendants terminated Plaintiff for failing to complete the very rounds that Plaintiff had told
5 Defendants’ management in writing could not be completed with the staffing Defendants
6 provided. The incomplete rounds Defendants relied upon were the direct and foreseeable
7 product of the understaffing Plaintiff had reported, and Defendants’ own notice of termination
8 reflects that employees on Plaintiff’s shift were required to hand off a rounds clipboard and
9 relieve one another of assigned sections in order to cover the required rounds.

10 69. Plaintiff is informed and believes, and thereon alleges, that Defendants’
11 decision to terminate her employment was motivated by Plaintiff’s protected complaints and
12 by her exercise of rights protected by the California Labor Code, as alleged above, and that
13 any reasons offered by Defendants for the termination are false and pretextual.

14 70. Plaintiff’s employment was wrongfully terminated on or about April 17, 2026
15 in violation of the fundamental public policy of the State of California prohibiting retaliation
16 against an employee for complaining of unlawful and unsafe conditions in the workplace and
17 for exercising rights conferred by the Labor Code. Said conduct violated statutory expressions
18 of public policy including, but not limited to, California Labor Code sections 98.6, 232.5,
19 246.5, 1102.5, 6310, 6311, and 6400 et seq., and title 8, section 3203 of the California Code of
20 Regulations.

21 71. As set forth above, said actions by Defendants were wrongful and in violation
22 of the fundamental principles of the public policy of the State of California as reflected in its
23 laws, objectives, and policies. These laws inure to the benefit of the public at large, and not
24 just the private interests of the employers and employees whom they govern or protect.

25 72. As a direct and proximate result of the aforementioned acts and omissions of
26 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
27 to, loss of income (past and future), loss of employment benefits (past and future), general and
28 compensatory damages (past and future), mental pain and anguish and emotional distress (past

and future), and will continue to suffer in the future, in an amount to be proved at trial.

73. The foregoing conduct engaged in by Defendants and each of their directors, officers, and/or managing agents constitutes malice, fraud, and oppression, and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in a safe and healthy environment free of retaliation, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

1. For the imposition of civil penalties;
2. For the maximum civil penalties available under Labor Code § 2699 against Defendants in the manner and amount authorized by that statute, as described more particularly in this Complaint and in Plaintiff's representative PAGA claims;
3. For all costs and disbursements incurred in this suit
4. Reasonable attorneys' fees where available by law, including but not limited to, pursuant to Labor Code § 2698 et seq., Code of Civil Procedure § 1021.5, and/or other applicable laws;
5. For general and compensatory damages, including lost past and future wages, lost benefits, and loss of earning capacity, according to proof;
6. For emotional distress damages according to proof;
7. For punitive damages against Defendants according to proof;
8. For reasonable attorney's fees where available by law;
9. For costs and expenses of suit incurred herein;
10. For pre- and post-judgment interest as allowed by law;

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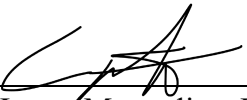
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1 11. For such other and further relief as the Court deems just and proper.

2
3 DATED: August 28, 2026

MESSRELIAN LAW INC.

4
5 By 
6 Harout Messrelian, Esq.
7 Yervand Boyajyan, Esq.
8 Attorneys for Plaintiff
9 Aislinn Enriquez

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

12 DATED: August 28, 2026

MESSRELIAN LAW INC.

13
14 By 
15 Harout Messrelian, Esq.
16 Yervand Boyajyan, Esq.
17 Attorneys for Plaintiff
18 Aislinn Enriquez
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