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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF ORANGE

10 UNLIMITED JURISDICTION

Assigned for All Purposes:
Judge William Claster
Dept. CX101

11 CHRISTIAN WINGO GIVENS, on behalf of
12 himself and all other aggrieved employees,
and the general public,

13 *Plaintiff,*

14 v.

15 MERCY HOUSE LIVING CENTERS, a
16 California Nonprofit Corporation; and DOES
1 through 50, inclusive,

17 *Defendants.*

Case No. 30-2026-01590471-CU-OE-CXC

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff CHRISTIAN WINGO GIVENS ("Plaintiff"), on behalf of himself and all other
2 aggrieved employees, and the general public, complains and alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this representative action against defendants MERCY HOUSE
5 LIVING CENTERS, a California Nonprofit Corporation; and DOES 1 through 50, inclusive,
6 (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth
7 below, Plaintiff alleges that Defendants have

8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;

10 (2) failed to provide them with rest periods;

11 (3) failed to pay them premium wages for missed meal and/or rest periods;

12 (4) failed to pay them at least minimum wage for all hours worked;

13 (5) failed to pay them overtime wages at the correct rate;

14 (6) failed to pay them for all vested vacation pay;

15 (7) failed to reimburse them for all necessary business expenses;

16 (8) failed to provide them with accurate written wage statements; and

17 (9) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
19 restitution, civil penalties, and related relief on behalf of himself and all others similarly situated,
20 all other aggrieved employees, and the State of California.

21 JURISDICTION AND VENUE

22 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
23 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
24 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

25 3. Venue is proper in COUNTY OF ORANGE pursuant to Code of Civil Procedure
26 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
27 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
28 transacts business, and/or has an agent therein.

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant MERCY
5 HOUSE LIVING CENTERS is, and at all relevant times mentioned herein, a California Nonprofit
6 Corporation doing business in the State of California.

7 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
10 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
11 fictitiously named defendants are responsible in some manner for the occurrences, acts and
12 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
13 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
14 capacities of the DOE defendants when ascertained.

15 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
16 mentioned herein, some or all of the defendants were the representatives, agents, employees,
17 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
18 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other
20 defendants.

21 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately April 1, 2025, through March 23, 2026.

24 **Off-the-Clock Work**

25 9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
26 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
27 the-clock work.
28

10. Plaintiff and the aggrieved employees regularly performed work outside of their scheduled work hours and were not paid for this time.

11. For instance, Plaintiff was directed to attend a Human Resources meeting lasting more than approximately thirty minutes and was not compensated for that time.

12. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any of the time spent working off-the-clock.

13. Defendants knew or should have known that Plaintiff and the aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the aggrieved employees for these hours.

14. Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

15. As a result of Defendants' policies and practices, Plaintiff and the aggrieved employees were not paid for all hours worked.

Missed Meal Periods

16. Plaintiff and the aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

17. At all relevant times, Defendants required Plaintiff and the aggrieved employees to remain on the premises, subject to Defendants' control. Plaintiff's meal periods were routinely interrupted and/or shortened by colleagues requesting his assistance with work-related tasks including, but not limited to, writing incident reports.

18. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their meal periods in order to complete their assignments on time.

Missed Rest Periods

19. Plaintiff and the aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

20. Plaintiff and the aggrieved employees routinely worked through their rest periods to perform job duties including, but not limited to, assisting residents.

21. As a result of Defendants' policy, Plaintiff and the aggrieved employees were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their rest periods in order to complete their assignments on time.

Vacation Pay

22. Plaintiff and the aggrieved employees accrued vacation wages during their employment with Defendants.

23. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

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2 24. At all relevant times, Defendants maintained policies that provide for the unlawful
3 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*
4 *Up Co.*, (1982) 31 Cal. 3d 774.

5 25. Plaintiff and the aggrieved employees are entitled to vacation accrued during their
6 employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not
7 paid all accrued vacation pay.

8 **Expense Reimbursement**

9 26. Plaintiff and the aggrieved employees were required to utilize their own personal cell
10 phones to perform their job duties.

11 27. Plaintiff and the aggrieved employees were not reimbursed for business expenses
12 incurred in using their personal cell phones to communicate with upper management in the course
13 of performing their job duties. Plaintiff also used his personal cell phone to contact emergency
14 services when office phones were inaccessible.

15 28. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
16 necessary business expenses incurred by them.

17 **Wage Statements**

18 29. Plaintiff and the aggrieved employees were not provided with accurate wage
19 statements as mandated by law pursuant to Labor Code § 226.

20 30. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
21 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
22 clock” work were not included.

23 31. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
24 worked by the employee” were not accurately reflected in that all hours worked, including overtime
25 and “off-the-clock” work were not included.

26 32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
27 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
28 clock” work were not included.

33. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

34. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

35. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

36. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

37. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

38. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

39. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per

1 pay period for each subsequent violation (penalties set by Labor Code §
2 2699(f)(2));

3 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
4 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

5 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
6 employee for each initial violation that was neither willful nor intentional,
7 two hundred dollars (\$200) for each employee, plus 25% of the amount
8 unlawfully withheld from each employee, for each initial violation that was
9 either willful or intentional, and two hundred dollars (\$200) for each
10 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
11 from each employee, for each subsequent violation, regardless of whether the
12 subsequent violation was either willful or intentional (penalties set by Labor
13 Code § 210);

14 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
15 employee for each initial violation that was neither willful nor intentional,
16 two hundred dollars (\$200) for each employee, plus twenty-five percent
17 (25%) of the amount unlawfully withheld from each employee, for each
18 initial violation that was either willful or intentional, and two hundred dollars
19 (\$200) for each employee, plus twenty-five percent (25%) of the amount
20 unlawfully withheld from each employee, for each subsequent violation,
21 regardless of whether the subsequent violation was either willful or
22 intentional (penalties set by Labor Code § 225.5);

23 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
24 citation, two hundred and fifty dollars (\$250) for each employee for each
25 violation. Alternatively, if an initial citation or its equivalent occurred before
26 the filing of this action, one thousand dollars (\$1,000) for each employee for
27 each violation (penalties set by Labor Code § 226.3);
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- 1 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
2 employee for each initial pay period for which the employee was underpaid,
3 and one hundred dollars (\$100) for each employee for each subsequent pay
4 period for which the employee was underpaid (penalties set by Labor Code §
5 558);
- 6 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
7 aggrieved employee for each initial violation of Labor Code § 1197 that was
8 intentional and two hundred and fifty dollars (\$250) for each aggrieved
9 employee per pay period for each subsequent violation of Labor Code §
10 1197, regardless of whether the initial violation was intentional (penalties set
11 by Labor Code § 1197.1);
- 12 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
13 attorneys' fees and costs in connection with Plaintiff's claims for civil
14 penalties.

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