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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DOLORES NEGRETE, individually, and on
behalf of all others similarly situated, and as an
aggrieved employee on behalf of the State of
California and other aggrieved employees,

Plaintiff,

v.

G.L.O.M. SUBSTANCE ABUSE PROGRAM
INC., a California Nonprofit Corporation; and
DOES 1 through 10, inclusive,

Defendants.

FILED
SUPERIOR COURT SAN JOAQUIN

2026 AUG 19 A 9:50

STEPHANIE BOHRER, CLERK
KACEY SUTTON
BY _____
DEPUTY

Case No.: STK-CV-UOE-2026-0004354

**CLASS & PAGA REPRESENTATIVE
ACTION**

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. PAGA Violations (Cal. Lab. Code §§ 2698).

Judge: Hon. George J. Abdallah
Dept.: 10A

Complaint Filed: June 2, 2026
Trial Date: Not Yet Set

1 Plaintiff DOLORES NEGRETE (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this class and representative action against Defendant G.L.O.M.
6 SUBSTANCE ABUSE PROGRAM INC. and DOES 1 through 10 (collectively, “Defendants”)
7 for California Labor Code violations and unfair business practices arising from Defendants’
8 failure to pay for all hours worked, including minimum, straight-time, and overtime wages;
9 failure to provide legally compliant meal periods; failure to authorize and permit legally
10 compliant rest periods; failure to timely pay final wages; failure to furnish accurate itemized
11 wage statements; failure to maintain accurate time and payroll records; and failure to indemnify
12 employees for necessary business expenditures.

13
14 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
15 class action on behalf of certain current and former employees of Defendants (the “Class” or
16 “Class Members,” defined below). Plaintiff brings the Ninth Cause of Action in a representative
17 capacity under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code
18 sections 2698, et seq., on behalf of the State of California and Plaintiff and other current and
19 former employees against whom Defendants committed one or more of the same Labor Code
20 violations personally suffered by Plaintiff (the “Aggrieved Employees”).

21 3. Defendants own and operate substance abuse treatment programs and facilities
22 throughout California, including in San Joaquin County. Based upon the facts and circumstances
23 incident to Defendants’ business in California, Defendants are subject to the California Labor
24 Code, the Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the
25 California Business and Professions Code.

26 4. Throughout the applicable statutory periods, Defendants maintained systematic
27 policies and practices of:

28 (a) Failing to pay employees for all hours worked, including minimum,

straight-time, and overtime wages, in compliance with the Labor Code and applicable IWC Wage Orders;

- (b) Failing to provide timely, uninterrupted, and duty-free meal periods, failing to accurately record meal periods taken or missed, and failing to pay an additional hour of pay for each workday on which a compliant meal period was not provided;
- (c) Failing to authorize and permit timely, uninterrupted, and duty-free rest periods and failing to pay an additional hour of pay for each workday on which a compliant rest period was not authorized and permitted;
- (d) Failing to pay all earned wages on regular paydays;
- (e) Willfully failing to pay all minimum, straight-time, overtime, meal-period-premium, and rest-period-premium wages due when employment ended;
- (f) Failing to furnish accurate itemized wage statements and maintain accurate time and payroll records; and
- (g) Failing to indemnify employees for necessary expenditures incurred in direct discharge of their duties or in obedience to Defendants' directions.

5. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies and practices. Defendants' violations were knowing, intentional, willful, and deliberate to the extent required by the statutes invoked below.

6. At all relevant times, Defendants were and are legally responsible for the unlawful conduct, policies, practices, acts, and omissions described herein as the employers of Plaintiff, Class Members, and Aggrieved Employees. Defendants are also responsible for the unlawful acts and omissions alleged herein under the doctrine of *respondeat superior*.

THE PARTIES

A. Plaintiff

7. Plaintiff DOLORES NEGRETE is a resident of San Joaquin County, California. She worked for Defendants at a substance abuse treatment facility located at 13386 Marengo Road in Galt, California, as an hourly-paid, non-exempt Substance Abuse Counselor from approximately January 19, 2026 through approximately March 31, 2026.

8. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section 2699(c)(1) because she was employed by Defendants and personally suffered each of the Labor Code violations alleged in the Ninth Cause of Action during the applicable limitations period.

9. Plaintiff reserves the right to seek leave to amend this First Amended Complaint to add additional plaintiffs, if necessary, to establish suitable representative or representatives pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and on that basis alleges, that Defendant G.L.O.M. SUBSTANCE ABUSE PROGRAM INC. is, and at all relevant times was, a California nonprofit corporation conducting business in California, including San Joaquin County, and was Plaintiff’s employer and the current and/or former employer of Class Members and Aggrieved Employees because it suffered or permitted them to work and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as DOES 1 through 10, inclusive, and therefore sues those Defendants by fictitious names. Each Doe Defendant was in some manner legally responsible for the injuries and violations suffered by Plaintiff, Class Members, and Aggrieved Employees as alleged herein. Plaintiff will amend this First Amended Complaint to allege the true names and capacities of the Doe Defendants when ascertained, together with appropriate charging allegations.

12. At all relevant times, the Defendants named as DOES 1 through 10, inclusive,

1 and each of them, were residents of, doing business in, availed themselves of the jurisdiction
2 of, and/or injured Plaintiff, Class Members, and Aggrieved Employees in California.

3 13. Plaintiff is informed and believes, and on that basis alleges, that at all relevant
4 times each Defendant, directly or indirectly or through agents or other persons, employed
5 Plaintiff and the other employees described herein and exercised control over their wages, hours,
6 and working conditions. Each Defendant was the principal, agent, partner, joint venturer,
7 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
8 interest, and/or predecessor in interest of some or all other Defendants and acted within the
9 scope of those relationships. Each Defendant knew or should have known about and authorized,
10 ratified, adopted, approved, controlled, aided, and abetted the conduct of the other Defendants.
11

12 **JURISDICTION & VENUE**

13 14. This Court has subject-matter jurisdiction because this is an unlimited civil
14 action. The Court has personal jurisdiction over Defendants under Code of Civil Procedure
15 section 410.10 because Plaintiff's, Class Members', and Aggrieved Employees' claims arise
16 from Defendants' business activities and employment practices in California.

17 15. This Court has jurisdiction over Plaintiff's representative PAGA claim under
18 Labor Code sections 2699(a) and 2699(f), which authorize an aggrieved employee to recover
19 civil penalties on behalf of the State of California and other current or former employees
20 pursuant to the procedures specified in Labor Code section 2699.3.

21 16. Venue is proper in San Joaquin County because Defendants employed Plaintiff
22 in San Joaquin County and a substantial portion of the acts and omissions giving rise to the
23 claims alleged herein occurred in San Joaquin County.

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

25 17. During Plaintiff's employment, Defendants paid her \$27.00 per hour, classified
26 her as non-exempt from overtime, paid her biweekly by check, and furnished pay stubs.
27 Defendants tracked her time through Paylocity and typically scheduled her to work five days
28 per workweek, Sunday through Thursday, from approximately 4:00 p.m. to 12:30 a.m. Her

1 primary duties included monitoring patients, responding to patient needs and emergencies,
2 communicating with supervisors and coworkers regarding patient care and assignments,
3 handling facility supplies, and assisting with facility tasks such as laundry.

4 18. Throughout Plaintiff's employment, Defendants failed to pay her for all hours
5 worked; failed to provide legally compliant meal periods; failed to authorize and permit legally
6 compliant rest periods; failed to pay all earned wages on regular paydays; failed to timely pay
7 all final wages when her employment ended; failed to furnish accurate itemized wage
8 statements; failed to maintain accurate time and payroll records; and failed to indemnify her for
9 necessary business expenditures. Plaintiff's experience was typical and illustrative of
10 Defendants' policies and practices as applied to Class Members and Aggrieved Employees.

11 19. Approximately once per week, supervisors, including Elizabeth, instructed
12 Plaintiff to pick up facility supplies such as towels and toilet paper at a grocery store on her way
13 to work because the facility was regularly undersupplied. This work took approximately 30
14 minutes per week and was not recorded or paid.

15 20. Approximately once per week, after Plaintiff clocked out at the end of her shift,
16 a coworker asked her to assist with folding laundry and distributing laundry to patients. This
17 work took approximately 30 minutes per week and was not recorded or paid.

18 21. Defendants required Plaintiff to carry and monitor her personal cell phone at all
19 times, including during meal and rest periods. Approximately five times per week, supervisors,
20 including Laurie or Elizabeth, and coworkers called or texted Plaintiff to ask work-related
21 questions, request updates on assignments, and provide work-related instructions. If Plaintiff
22 did not answer immediately, Laurie and Elizabeth continued calling and texting until she
23 answered and reprimanded her when she did. This practice resulted in approximately 2.5 hours
24 per week of additional controlled and unpaid work time.

25 22. Approximately seven times per week, Plaintiff received calls and text messages
26 from supervisors, including Laurie or Elizabeth, after regular working hours and on days off
27 concerning work-related questions, requests for updates, and work-related instructions. This
28

1 practice resulted in approximately five hours per week of additional unpaid work time.

2 23. Some of Plaintiff's unrecorded and unpaid work should have been compensated
3 at overtime rates because Plaintiff was scheduled for full-time shifts and the additional work
4 caused her to work more than eight hours in a workday and/or more than forty hours in a
5 workweek. By failing to record and pay for this work, Defendants also failed to maintain
6 accurate records of Plaintiff's and other employees' hours worked.

7 24. Approximately twice per week, Plaintiff clocked out for a meal period before the
9 end of her fifth hour of work. Supervisors, including Laurie or Elizabeth, nevertheless required
10 Plaintiff either to continue monitoring patients or to drive to a grocery store to pick up supplies
11 for the facility. Although Plaintiff sometimes could later relieve herself of duties, that occurred
12 only after her fifth hour and after she had already clocked back in. Defendants also required
13 Plaintiff to monitor and respond to work-related calls and text messages during meal periods.

14 25. Defendants did not pay Plaintiff and other employees one hour of additional pay
15 for workdays on which Defendants failed to provide a timely, uninterrupted, duty-free meal
16 period.

17 26. Defendants also failed to authorize and permit Plaintiff to take timely,
18 uninterrupted, duty-free rest periods. Approximately five times per week, Plaintiff was required
19 to carry and monitor her personal cell phone and respond to work-related calls and text messages
20 during rest periods. Approximately five times per week, when Plaintiff attempted to relieve
21 herself for a rest period, coworkers and supervisors, including Laurie or Elizabeth, immediately
22 approached her and requested assistance with patient emergencies or other patient issues.

23 27. Defendants did not pay Plaintiff and other employees one hour of additional pay
24 for workdays on which Defendants failed to authorize and permit all legally required rest
25 periods.

26 28. Because Defendants failed to pay all wages owed for off-the-clock work,
27 overtime, and noncompliant meal and rest periods, Defendants also failed to pay Plaintiff and
28 other employees all earned wages on regular paydays in violation of Labor Code section 204.

1 29. Defendants' Paylocity and payroll records did not capture all work performed
2 before clocking in, during meal periods, during rest periods, after clocking out, after regular
3 working hours, or on days off. The records also did not accurately reflect meal periods that were
4 late, interrupted, on duty, or controlled by Defendants.

5 30. When Plaintiff's employment ended, Defendants failed to pay all wages due,
6 including wages for off-the-clock work, minimum and straight-time wages, overtime wages,
7 meal-period-premium wages, and rest-period-premium wages. On information and belief,
9 Defendants' failure to timely pay all final wages was consistent with policies and practices
10 applied to other former employees.

11 31. Defendants furnished wage statements that failed to accurately state Plaintiff's
12 and other employees' gross wages earned, total hours worked, applicable hourly rates and
13 corresponding hours, and net wages earned because the wage statements omitted off-the-clock
14 work, overtime work, and meal- and rest-period-premium wages. These inaccuracies caused
15 injury by, among other things, making it difficult to determine the amounts owed and requiring
16 employees to perform mathematical computations and consult other records to identify
17 underpayments.

18 32. Defendants required Plaintiff to incur necessary business expenses without
19 reimbursement. Plaintiff incurred approximately 10 miles per week in unreimbursed mileage
20 and approximately \$70 per month in unreimbursed facility supplies, including items such as
21 melatonin and toilet paper. Defendants also required Plaintiff to use her personal cell phone for
22 work. Her cell phone bill was approximately \$80 per month, approximately 30 percent of her
23 cell phone use was work-related, and Defendants did not reimburse a reasonable percentage of
24 that expense.

25 33. On information and belief, the policies and practices described above were not
26 isolated incidents unique to Plaintiff but were implemented or permitted across Defendants'
27 California operations and applied to Class Members and Aggrieved Employees, or some of
28 them.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings the First through Eighth Causes of Action individually and on behalf of all persons similarly situated and seeks class certification under Code of Civil Procedure section 382.

35. The proposed Class consists of and is defined as follows: All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

36. At all material times, Plaintiff was a member of the Class. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

37. Numerosity. The members of the Class are so numerous that joinder of all members is impracticable. The precise number and identities of Class Members are presently unknown to Plaintiff but are readily ascertainable from Defendants' records. Plaintiff alleges on information and belief that the Class includes more than forty individuals.

38. Typicality. Plaintiff's claims are typical of Class Members' claims because they arise from the same or substantially similar policies and practices and are based on the same legal theories. Plaintiff, like Class Members, was an hourly-paid, non-exempt employee subject to Defendants' wage-and-hour policies and practices.

39. Adequacy. Plaintiff will fairly and adequately protect Class Members' interests. Plaintiff has no conflicts with or interests antagonistic to the Class. Plaintiff has retained counsel experienced in wage-and-hour and class-action litigation, and Plaintiff and counsel will vigorously prosecute this action on behalf of the Class.

40. Superiority and Public Policy. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual claims may be too small to justify separate actions, current and former employees may fear retaliation or adverse employment consequences, common evidence and legal issues predominate, and class treatment will conserve judicial resources and avoid inconsistent adjudications.

1 41. Questions of law and fact common to the Class predominate over questions
2 affecting only individual members, including whether Defendants:

- 3 (a) Failed to pay Class Members for all hours worked, including minimum,
4 straight-time, and overtime wages;
- 5 (b) Failed to provide compliant meal periods and pay meal-period-premium
6 wages;
- 7 (c) Failed to authorize and permit compliant rest periods and pay rest-period-
9 premium wages;
- 10 (d) Failed to pay all earned wages on regular paydays and timely pay all final
11 wages;
- 12 (e) Failed to furnish accurate itemized wage statements and maintain accurate
13 time and payroll records;
- 14 (f) Failed to indemnify Class Members for necessary expenditures; and
15 (g) Engaged in unlawful or unfair business practices in violation of Business
16 and Professions Code sections 17200, et seq.

17 42. Class treatment is appropriate because common questions predominate, a class
18 action is superior, Class Members are numerous, and Defendants acted or refused to act on
19 grounds generally applicable to the Class. Separate actions would risk inconsistent adjudications
20 and would impair the ability of absent Class Members to protect their interests.

21 43. Plaintiff contemplates issuance of notice to proposed Class Members describing
22 the nature of this action. Defendants' business and payroll records may be used to identify Class
23 Members and provide notice by first-class mail, email, website publication, or other methods
24 approved by the Court.

25 **PAGA REPRESENTATIVE ALLEGATIONS**

26 44. For purposes of the Ninth Cause of Action, "Aggrieved Employees" means
27 Plaintiff and all other current or former employees of Defendants in California against whom
28 Defendants committed one or more of the same Labor Code violations personally suffered by

1 Plaintiff and alleged in the Ninth Cause of Action.

2 45. The applicable “PAGA Period” begins on June 10, 2025, one year before Plaintiff
3 submitted her PAGA notice to the Labor and Workforce Development Agency (“LWDA”),
4 subject to any applicable statutory tolling, and continues through the date of judgment or such
5 other date as the Court determines.

6 46. On June 10, 2026, Plaintiff complied with Labor Code section 2699.3 by filing
7 written notice online with the LWDA and sending the notice by certified mail to G.L.O.M.
9 Substance Abuse Program Inc. and its agent for service of process. The notice identified the
10 specific Labor Code provisions alleged to have been violated and stated the facts and theories
11 supporting those violations. The LWDA assigned Case No. LWDA-CM-1183312-26, and
12 Plaintiff paid the required \$75 filing fee.

13 47. Plaintiff’s PAGA notice described, among other violations, Defendants’ failures
14 to pay for all hours worked, including minimum, straight-time, and overtime wages; provide
15 compliant meal periods; authorize and permit compliant rest periods; pay all earned wages on
16 regular paydays; maintain accurate records of hours worked and meal periods; timely pay final
17 wages; furnish accurate itemized wage statements; keep accurate and complete payroll records;
18 and indemnify employees for necessary business expenditures.

19 48. More than 65 calendar days have elapsed since the postmark date of Plaintiff’s
20 PAGA notice. The LWDA did not notify Plaintiff that it intended to investigate the alleged
21 violations and did not otherwise respond to the notice. Plaintiff therefore exhausted the
22 administrative prerequisites to commence a civil action under Labor Code sections 2699 and
23 2699.3.

24 49. Plaintiff timely files this First Amended Complaint within the period authorized
25 by Labor Code section 2699.3(a)(2)(C), which permits a plaintiff as a matter of right to amend
26 an existing complaint to add a PAGA cause of action within 60 days after expiration of the
27 applicable administrative waiting period.

28 50. The PAGA claim is a representative law-enforcement action brought on behalf of

1 the State of California and is not a class claim. Plaintiff seeks civil penalties and injunctive
2 relief only to the extent authorized by current law, together with reasonable attorneys' fees and
3 costs, including the PAGA filing fee.

4 51. Except as otherwise provided by Labor Code section 2699, civil penalties
5 recovered in this action are to be distributed pursuant to Labor Code section 2699(m), with 65
6 percent paid to the LWDA and 35 percent paid to the Aggrieved Employees.

7 **FIRST CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Pay Minimum and Straight-Time Wages for All**
10 **Hours Worked)**

11 52. Plaintiff incorporates by reference and re-alleges as though fully stated herein
12 paragraphs 1 through 51.

13 53. "Hours worked" means the time during which an employee is subject to the
14 control of an employer and includes all time the employee is suffered or permitted to work,
15 whether or not required to do so.

16 54. Defendants knowingly failed to pay Plaintiff and Class Members compensation
17 for all hours worked, including work performed before clocking in, during unpaid or controlled
18 meal periods, during rest periods, after clocking out, after regular working hours, and on days
19 off.

20 55. By failing to compensate Plaintiff and Class Members for each hour worked,
21 Defendants violated Labor Code sections 204, 1194, 1197, and 1198 and the applicable IWC
22 Wage Orders. Plaintiff and Class Members are entitled to recover unpaid minimum and straight-
23 time wages for all non-overtime hours worked.

24 56. By failing to keep accurate time records required by Labor Code section 1174(d),
25 Defendants made it difficult to calculate the full extent of compensation due. Plaintiff and Class
26 Members seek unpaid wages and prejudgment interest according to proof.

27 57. Under Labor Code section 1194.2, Plaintiff and Class Members are entitled to
28 liquidated damages for unpaid minimum wages to the extent authorized by law.

58. Plaintiff and Class Members are entitled to recover unpaid wages, interest, reasonable attorneys' fees, and costs under Labor Code sections 218.5, 218.6, and 1194(a), and other applicable law.

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

59. Plaintiff incorporates by reference and re-alleges as though fully stated herein paragraphs 1 through 58.

60. Labor Code section 510 requires overtime compensation for work exceeding eight hours in a workday or forty hours in a workweek, and double-time compensation under the circumstances specified by law. Labor Code sections 1194 and 1198 prohibit employment for hours longer than those fixed by law without the required premium compensation.

61. Plaintiff and Class Members worked more than eight hours in a workday and/or more than forty hours in a workweek, including through the off-the-clock and controlled time alleged above.

62. Defendants failed to pay Plaintiff and Class Members all overtime compensation due for hours worked in excess of the maximum hours permitted by law, in violation of Labor Code sections 510, 1194, and 1198 and the applicable IWC Wage Orders.

63. Defendants' failure to keep accurate time records made it difficult to calculate the full extent of overtime compensation due. Plaintiff and Class Members seek unpaid overtime wages, prejudgment interest, reasonable attorneys' fees, and costs under Labor Code section 1194(a) and other applicable law.

64. Defendants also failed to pay all overtime wages on established regular paydays, in violation of Labor Code section 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

65. Plaintiff incorporates by reference and re-alleges as though fully stated herein paragraphs 1 through 64.

1 66. Labor Code sections 226.7 and 512 and the applicable IWC Wage Orders require
2 employers to provide a first uninterrupted, duty-free meal period of at least 30 minutes no later
3 than the end of the fifth hour of work and a second meal period no later than the end of the tenth
4 hour of work, absent a valid waiver permitted by law.

5 67. Defendants regularly failed to provide Plaintiff and Class Members all timely,
6 uninterrupted, duty-free meal periods required by law by requiring or pressuring them to work,
7 remain on duty or under Defendants' control, monitor and respond to communications, or
9 perform errands during purported meal periods.

10 68. Defendants' conduct violated Labor Code sections 226.7 and 512 and the
11 applicable IWC Wage Orders. Plaintiff and Class Members are entitled to one additional hour
12 of pay at the regular rate of compensation for each workday on which Defendants failed to
13 provide all required meal periods, plus interest.

14 **FOURTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

16 69. Plaintiff incorporates by reference and re-alleges as though fully stated herein
17 paragraphs 1 through 68.

18 70. Labor Code section 226.7 and the applicable IWC Wage Orders require
19 employers to authorize and permit a paid, uninterrupted, duty-free rest period of 10 minutes for
20 every four hours worked or major fraction thereof.

21 71. Defendants regularly failed to authorize and permit Plaintiff and Class Members
22 all required rest periods by requiring or pressuring them to remain available for patient needs,
23 monitor and respond to work-related communications, and perform work during periods that
24 should have been duty-free rest time.

25 72. Defendants' conduct violated Labor Code section 226.7 and the applicable IWC
26 Wage Orders. Plaintiff and Class Members are entitled to one additional hour of pay at the
27 regular rate of compensation for each workday on which Defendants failed to authorize and
28 permit all required rest periods, plus interest.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Final Wages and for Waiting-Time Penalties)

73. Plaintiff incorporates by reference and re-alleges as though fully stated herein paragraphs 1 through 72.

74. Labor Code sections 201 and 202 require employers to timely pay all earned and unpaid wages when employment ends, whether by discharge or resignation, within the deadlines specified by law.

75. During the applicable limitations period, Plaintiff's employment and the employment of other Class Members ended. Defendants failed to timely pay all earned wages due, including wages for off-the-clock work, minimum and straight-time wages, overtime wages, and meal- and rest-period-premium wages.

76. Defendants' failure to timely pay all final wages was willful within the meaning of Labor Code section 203. Plaintiff and former Class Members are entitled to waiting-time penalties at their regular rates of pay for up to 30 days, according to proof.

77. Plaintiff and former Class Members also seek prejudgment interest, reasonable attorneys' fees, and costs to the extent authorized by Labor Code sections 218.5, 218.6, and 1194 and other applicable law.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide Accurate Itemized Wage Statements)

78. Plaintiff incorporates by reference and re-alleges as though fully stated herein paragraphs 1 through 77.

79. Labor Code section 226(a) requires employers to furnish employees accurate itemized wage statements showing, among other information, gross wages earned, total hours worked, all deductions, net wages earned, inclusive pay-period dates, identifying information, the employer's name and address, and all applicable hourly rates and corresponding hours worked at each rate.

80. Defendants knowingly and intentionally failed to furnish Plaintiff and Class Members complete and accurate wage statements because the statements omitted or understated off-the-clock hours, overtime hours, meal- and rest-period-premium wages, gross wages, net wages, total hours worked, and/or applicable hourly rates and corresponding hours.

81. Plaintiff and Class Members suffered injury because the inaccurate wage statements prevented them from promptly and easily determining the wages and hours actually worked and paid, required them to perform mathematical computations and consult other records, and concealed underpayments.

82. Plaintiff and Class Members are entitled to actual damages or statutory penalties under Labor Code section 226(e), injunctive relief under section 226(h), reasonable attorneys' fees, and costs.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Necessary Expenditures)

83. Plaintiff incorporates by reference and re-alleges as though fully stated herein paragraphs 1 through 82.

84. Labor Code section 2802 requires an employer to indemnify employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or obedience to the employer's directions.

85. Plaintiff and Class Members necessarily incurred expenses for mileage, facility supplies, and business use of personal cell phones in direct consequence of performing work for Defendants and complying with Defendants' directions.

86. Defendants violated Labor Code section 2802 by failing to reimburse Plaintiff and Class Members for those necessary expenditures. Plaintiff and Class Members were damaged in at least the amounts of the unreimbursed expenditures and seek reimbursement, interest under section 2802(b), reasonable attorneys' fees under section 2802(c), and costs.

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of Business and Professions Code Sections 17200,

et seq.)

87. Plaintiff incorporates by reference and re-alleges as though fully stated herein paragraphs 1 through 86.

88. Defendants are “persons” within the meaning of Business and Professions Code section 17201. Their conduct alleged herein constitutes unlawful and unfair business acts and practices under Business and Professions Code sections 17200, et seq.

89. Defendants’ failure to pay minimum and straight-time wages in violation of the Labor Code and applicable IWC Wage Orders constitutes unlawful and unfair business conduct.

90. Defendants’ failure to pay overtime wages in violation of Labor Code sections 510, 1194, and 1198 and applicable IWC Wage Orders constitutes unlawful and unfair business conduct.

91. Defendants’ failure to provide compliant meal periods and authorize and permit compliant rest periods in violation of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders constitutes unlawful and unfair business conduct.

92. Defendants’ failure to reimburse necessary business expenses in violation of Labor Code section 2802 constitutes unlawful and unfair business conduct.

93. Through the unlawful and unfair business practices alleged herein, Defendants obtained money and services from Plaintiff and Class Members and deprived them of wages and reimbursements guaranteed by law.

94. Plaintiff and Class Members suffered monetary injury as a direct result of Defendants’ conduct and seek restitution of wages and reimbursements wrongfully withheld or retained, prejudgment interest, declaratory and injunctive relief, reasonable attorneys’ fees under Code of Civil Procedure section 1021.5 and other applicable law, and costs.

NINTH CAUSE OF ACTION

**(Against All Defendants for Civil Penalties Under the Private Attorneys General Act,
Labor Code Sections 2698, et seq.)**

95. Plaintiff incorporates by reference and re-alleges as though fully stated herein

1 paragraphs 1 through 94.

2 96. At all times herein mentioned, Defendants were subject to the California Labor
3 Code and the applicable IWC Wage Orders.

4 97. Labor Code section 2699(a) authorizes an aggrieved employee to recover, through
5 a civil action, civil penalties specifically provided by the Labor Code on behalf of the employee
6 and other current or former employees against whom a violation of the same provision was
7 committed. Labor Code section 2699(f) establishes civil penalties for Labor Code provisions for
9 which no civil penalty is specifically provided. Plaintiff is an aggrieved employee and satisfied the
10 administrative prerequisites of Labor Code section 2699.3.

11 98. Plaintiff has exhausted his administrative remedies pursuant to California Labor
12 Code section 2699.3. On or about June 10, 2026, Plaintiff gave written notice by online filing to
13 the Labor and Workforce Development Agency and by certified mail to Defendants of the specific
14 provisions of the California Labor Code that Defendants have violated against Plaintiff and current
15 and former Aggrieved Employees, including the facts and theories to support the
16 violations. Plaintiff also paid the filing fee on or about June 10, 2026. Plaintiff's PAGA case
17 number is LWDA-CM-1183312-26. A true and correct copy of the PAGA notice is attached as
18 **Exhibit 1.**

19 99. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
20 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor
21 Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to
22 recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the
23 violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code
24 section 2699, subdivision (a), Plaintiff for himself and all current and former Aggrieved
25 Employees, seeks recovery of any and all applicable civil penalties for Defendants' violation of
26 California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

27 100. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
28 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,

1 including any entity, employing labor who willfully fails to maintain accurate and complete records
2 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
3 Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep
4 time records showing when the employee begins and ends each work period. Meal periods, and
5 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order
6 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
7 and applicable rates of pay.

9 101. During the PAGA Period, Defendants violated the Labor Code and applicable
10 IWC Wage Orders with respect to Plaintiff and Aggrieved Employees, or some of them,
11 including as follows:

- 12 (a) Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for
13 all hours worked, including minimum, straight-time, and overtime wages;
- 14 (b) Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by
15 failing to provide legally compliant meal periods and pay meal-period-
16 premium wages;
- 17 (c) Labor Code section 226.7 and applicable IWC Wage Orders by failing to
18 authorize and permit legally compliant rest periods and pay rest-period-
19 premium wages;
- 20 (d) Labor Code section 204 by failing to pay all earned wages on regular
21 paydays;
- 22 (e) Labor Code sections 1174(d) and 1174.5 and applicable IWC Wage Orders
23 by failing to maintain accurate records of hours worked and meal periods
24 taken or missed;
- 25 (f) Labor Code sections 201 and 203 by willfully failing to timely pay all
26 wages owed when Plaintiff's and similarly discharged Aggrieved
27 Employees' employment ended;
- 28 (g) Labor Code sections 226(a) and 226.3 by knowingly and intentionally

1 failing to furnish accurate itemized wage statements;

2 (h) Labor Code sections 1174, 1198, and 1199 and applicable IWC Wage
3 Orders, section 7, by failing to keep accurate and complete time and
4 payroll records; and

5 (i) Labor Code section 2802 by failing to indemnify employees for necessary
6 business expenditures.

7 102. The violations alleged above arose from uniform or common policies, practices,
8 or failures to implement lawful practices, and the same violations were committed against
9 Aggrieved Employees throughout Defendants' California operations.

10 103. Defendants are liable for civil penalties specifically provided by the Labor Code
11 and recoverable under Labor Code section 2699(a), including, as applicable, penalties under
12 Labor Code sections 210, 226.3, 558, 1174.5, and 1197.1; for default civil penalties under Labor
13 Code section 2699(f) for violations for which no civil penalty is specifically provided; and for
14 any other applicable civil penalties, according to proof and subject to current law.

15 104. Any civil penalties shall be assessed consistently with Labor Code section
16 2699(i). Plaintiff does not seek, in addition to the civil penalty recovered for an underlying
17 unpaid-wage violation, a separate civil penalty for a violation of Labor Code sections 201, 202,
18 or 203; a violation of Labor Code section 204 that was not willful or intentional; or a violation
19 of Labor Code section 226 that was not knowing or intentional or that consisted of a failure to
20 provide a wage statement.

21 105. Plaintiff seeks an award of civil penalties in amounts to be proven at trial and
22 distributed as required by Labor Code section 2699(m), injunctive relief to the extent authorized
23 by Labor Code sections 2699(e)(1) and 2699(k)(1), and reasonable attorneys' fees and costs
24 under Labor Code section 2699(k)(1), including the \$75 PAGA filing fee.

25 **PRAYER FOR RELIEF**

26 Plaintiff, individually; on behalf of all others similarly situated solely as to the Class
27 claims; and as an aggrieved employee on behalf of the State of California and Aggrieved
28

Employees as to the PAGA claim, prays for judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First through Eighth Causes of Action;

2. That Plaintiff be appointed as representative of the Class; and

3. That Plaintiff's counsel be appointed as Class Counsel.

As to the First Cause of Action

4. A declaration that Defendants violated Labor Code sections 204, 1194, and 1197 and applicable IWC Wage Orders by failing to pay all minimum and straight-time wages due;

5. Unpaid minimum and straight-time wages according to proof;

6. Prejudgment interest from the date each amount was due;

7. Liquidated damages under Labor Code section 1194.2 to the extent authorized;

8. Reasonable attorneys' fees and costs under Labor Code section 1194(a) and other applicable law; and

9. Such other and further relief as the Court deems just and proper.

As to the Second Cause of Action

10. A declaration that Defendants violated Labor Code sections 510, 1194, and 1198 and applicable IWC Wage Orders by failing to pay all overtime wages due;

11. Unpaid overtime wages according to proof;

12. Prejudgment interest from the date each amount was due;

13. Reasonable attorneys' fees and costs under Labor Code section 1194(a); and

14. Such other and further relief as the Court deems just and proper.

As to the Third Cause of Action

15. A declaration that Defendants violated Labor Code sections 226.7 and 512 and applicable IWC Wage Orders;

16. Unpaid meal-period-premium wages according to proof;

17. Prejudgment interest from the date each amount was due;
18. Reasonable attorneys' fees and costs to the extent authorized by law; and
19. Such other and further relief as the Court deems just and proper.

As to the Fourth Cause of Action

20. A declaration that Defendants violated Labor Code section 226.7 and applicable IWC Wage Orders;

21. Unpaid rest-period-premium wages according to proof;
22. Prejudgment interest from the date each amount was due;
23. Reasonable attorneys' fees and costs to the extent authorized by law; and
24. Such other and further relief as the Court deems just and proper.

As to the Fifth Cause of Action

25. A declaration that Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to timely pay all compensation owed when employment ended;

26. Waiting-time penalties under Labor Code section 203 according to proof;
27. Prejudgment interest from the date each amount was due;
28. Reasonable attorneys' fees and costs to the extent authorized by law; and
29. Such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

30. A declaration that Defendants violated Labor Code section 226(a) by knowingly and intentionally failing to furnish accurate itemized wage statements;

31. Actual damages according to proof;
32. Statutory penalties under Labor Code section 226(e);
33. Injunctive relief under Labor Code section 226(h);
34. Reasonable attorneys' fees and costs; and
35. Such other and further relief as the Court deems just and proper.

As to the Seventh Cause of Action

36. A declaration that Defendants violated Labor Code section 2802 by failing to

1 indemnify employees for necessary expenditures;

2 37. Reimbursement of unreimbursed business expenses according to proof;

3 38. Prejudgment interest under Labor Code section 2802(b);

4 39. Reasonable attorneys' fees and costs under Labor Code section 2802(c); and

5 40. Such other and further relief as the Court deems just and proper.

6 **As to the Eighth Cause of Action**

7 41. A declaration that Defendants violated Business and Professions Code sections
9 17200, et seq.;

10 42. Restitution of unpaid wages and unreimbursed expenses to Plaintiff and Class
11 Members, with prejudgment interest;

12 43. Injunctive and declaratory relief to the extent authorized by law;

13 44. Reasonable attorneys' fees and costs under Code of Civil Procedure section
14 1021.5 and other applicable law; and

15 45. Such other and further relief as the Court deems just and proper.

16 **As to the Ninth Cause of Action**

17 46. A declaration that Defendants violated the Labor Code provisions and applicable
18 IWC Wage Orders alleged in the Ninth Cause of Action;

19 47. All civil penalties specifically provided by the Labor Code and recoverable under
20 Labor Code section 2699(a), including applicable penalties under Labor Code sections 210,
21 226.3, 558, 1174.5, and 1197.1; all applicable default civil penalties under Labor Code section
22 2699(f); and any other applicable civil penalties, according to proof and subject to current law;

23 48. Distribution of recovered civil penalties as required by Labor Code section
24 2699(m), including 65 percent to the LWDA and 35 percent to Aggrieved Employees;

25 49. Injunctive relief to the extent authorized by Labor Code sections 2699(e)(1) and
26 2699(k)(1);

27 50. Reasonable attorneys' fees and costs under Labor Code section 2699(k)(1),
28 including the \$75 PAGA filing fee; and

1 51. Such other and further relief as the Court deems just and proper.

2 **As to All Causes of Action**

3 52. For any additional relief that the Court deems just and proper.

4
5 Dated: August 18, 2026

WILSHIRE LAW FIRM, PLC

6
7 By: _____

Thiago M. Coelho

Lauren M. Lenzion

Jennifer M. Leinbach

Jesse S. Chen

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all causes of action and issues triable by jury.

Dated: August 18, 2026

WILSHIRE LAW FIRM, PLC

By: 

Thiago M. Coelho

Lauren M. Lenzion

Jennifer M. Leinbach

Jesse S. Chen

Attorneys for Plaintiff

EXHIBIT 1

**WILSHIRE LAW FIRM,
PLC**

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Arrash Fattahi, Esq.

June 10, 2026

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

G.L.O.M. Substance Abuse Program Inc.
1111 W Tokay St
Lodi, CA 95240
(Via Certified Mail, Return Receipt Requested)
Certified Mail No.: 9489 0090 0027 6639 1395 44

Dr. Allen Turner, Agent for Service of Process for:
G.L.O.M. Substance Abuse Program Inc.
3123 INDEPENDENCE DRIVE
LIVERMORE, CA 94551
(Via Certified Mail, Return Receipt Requested)
Certified Mail No.: 9489 0090 0027 6639 1395 37

Re: ***Dolores Negrete v. G.L.O.M. Substance Abuse Program Inc.
Notice of Labor Code Violations and PAGA Penalties***

To Whom It May Concern:

Please be advised that my office has been retained by Dolores Negrete to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code section 2699, et seq., against her former employer, G.L.O.M. Substance Abuse Program Inc. ("GLOM" or "Employer"). Unless otherwise stated, all references to "Labor Code" are to the California Labor Code. The purpose of this letter is to comply with Labor Code section 2699.3 and set forth the facts and theories of Labor Code violations which Ms. Negrete alleges GLOM engaged in with respect to Ms. Negrete and potentially all of GLOM's current and former employees.

Ms. Negrete wishes to pursue this action on behalf of GLOM's current and former employees, on behalf of the State of California, as well as on behalf of all other persons who worked for GLOM in California as non-exempt or hourly-paid employees at any time within the applicable statutory period (collectively referred to as "Aggrieved Employees").

Ms. Negrete and Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Negrete's Employment with GLOM

GLOM is a California nonprofit corporation that owns and operates substance abuse treatment programs and facilities in California. GLOM owns and operates an industry, business, and establishment within the State of California. Based on the facts and circumstances incident to GLOM's business in California, GLOM is subject to the Labor Code, the Industrial Welfare Commission (IWC) Wage Orders, and the California Business and Professions Code.

Ms. Negrete is a resident of San Joaquin County, California who worked for GLOM at a treatment facility located at 13386 Marengo Road in Galt, California, as an hourly-paid, non-exempt employee from approximately January 19, 2026 to approximately March 31, 2026. Ms. Negrete worked as a Substance Abuse Counselor. Her primary job duties included monitoring patients, responding to patient needs and emergencies, communicating with supervisors and coworkers regarding patient care and assignments, handling facility supplies, and assisting with facility tasks such as laundry.

During Ms. Negrete's employment with GLOM, GLOM paid Ms. Negrete \$27.00 per hour, classified her as non-exempt from overtime, paid her biweekly by check, and furnished pay stubs. Ms. Negrete's time was tracked through Paylocity. GLOM typically scheduled Ms. Negrete to work five days per workweek, Sunday through Thursday, from approximately 4:00 p.m. to 12:30 a.m. No union agreement or staffing agency governed Ms. Negrete's employment. Approximately 13 employees worked at Ms. Negrete's location, and Ms. Negrete understands GLOM operates more than 20 locations in California.

In performing her duties, Ms. Negrete was regularly required to perform work off-the-clock and without compensation, including but not limited to picking up facility supplies before the start of her shift, responding to work-related telephone calls and text messages during meal and rest breaks, assisting with laundry and patient-related tasks after clocking out, and responding to work-related calls and text messages after regular working hours and on days off. Ms. Negrete was also frequently deprived of legally compliant meal and rest breaks because the breaks she could take were often late, interrupted, on duty, or controlled by GLOM.

GLOM did not provide Ms. Negrete and Aggrieved Employees with meal and rest break premiums as required by the Labor Code. Additionally, Ms. Negrete necessarily incurred business-related expenses, including mileage, supplies for the facility, and business use of her personal cell phone, but GLOM did not reimburse those expenses. These are non-exhaustive examples of the facts and theories Ms. Negrete asserts, which are described in more detail below.

Throughout Ms. Negrete's employment, GLOM did not (1) pay for all hours worked, including minimum, straight time, and overtime wages; (2) provide Ms. Negrete with legally compliant meal periods; (3) authorize and permit Ms. Negrete to take legally compliant rest periods; (4) timely pay all wages to Ms. Negrete when her employment ended; (5) furnish accurate wage statements to Ms. Negrete; (6) maintain accurate records of hours worked and meal periods; and (7) indemnify

Ms. Negrete for necessary business expenditures. As further discussed below, Ms. Negrete's experience working for GLOM was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and includes the time the employee is suffered or permitted to work, whether required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than 8 hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive the additional compensation required by law. Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, GLOM did not pay Ms. Negrete and Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. At times, GLOM required Ms. Negrete and Aggrieved Employees, or some of them, to work off-the-clock and uncompensated by, for example, requiring work before clocking in, during unpaid or controlled meal periods, during rest periods, after clocking out, and after regular working hours or on days off.

For example, approximately once per week, supervisors such as Elizabeth instructed Ms. Negrete to pick up supplies such as towels and toilet paper at the grocery store on the way to work because the facility was regularly undersupplied. This work took approximately 30 minutes per week and was not recorded or paid. Approximately once per week, after Ms. Negrete clocked out at the end of her shift, a coworker would ask her to assist with folding laundry and dispersing laundry to patients. This work took approximately 30 minutes per week and was not recorded or paid.

GLOM also required Ms. Negrete to carry her personal cell phone at all times, including during meal and rest breaks. Approximately five times per week, supervisors such as Laurie or Elizabeth and coworkers called or texted Ms. Negrete to ask work-related questions, request updates on assignments, and provide work-related instructions. If Ms. Negrete did not answer right away, Laurie and Elizabeth would continue calling and texting until she answered, and Ms. Negrete would be reprimanded after answering. As a result, Ms. Negrete understood she had to monitor her personal cell phone at all times, which resulted in approximately 2.5 hours per week of additional controlled and unpaid work time.

Approximately seven times per week, Ms. Negrete received calls and texts from supervisors such as Laurie or Elizabeth after regular working hours and on days off with work-related questions, requests for updates, and work-related instructions. This resulted in approximately 5 hours per week of additional unpaid work time. Some of this unpaid work should have been paid at the overtime rate because Ms. Negrete was scheduled for full-time shifts and because the off-the-clock work caused her to work more than 8 hours in a workday and/or more than 40 hours in a workweek.

In failing to pay for all hours worked, GLOM also did not maintain accurate records of the hours Ms. Negrete and Aggrieved Employees, or some of them, worked.

As a result, GLOM is liable to Ms. Negrete and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2), for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks.

Despite these legal requirements, GLOM at times wrongfully failed to provide Ms. Negrete and Aggrieved Employees, or some of them, with legally mandated 30-minute, uninterrupted, duty-free meal breaks in the manner required by law. Approximately twice per week, Ms. Negrete clocked out for a meal before her fifth hour of work. However, supervisors such as Laurie or Elizabeth would either tell Ms. Negrete to continue monitoring patients or instruct her to drive to the grocery store to pick up supplies for the facility. Although Ms. Negrete sometimes could later relieve herself of duties, that would occur only after her fifth hour and after she had already clocked back in.

GLOM also continued to assert control over Ms. Negrete and Aggrieved Employees, or some of them, by requiring them to carry and monitor personal cell phones during meal breaks and by requiring them to respond to work-related calls and text messages. Approximately five times per week, Ms. Negrete was required to carry her personal cell phone during meal and rest breaks. Supervisors such as Laurie or Elizabeth and coworkers would call or text to ask work-related questions, request updates on assignments, and provide work-related instructions. If Ms. Negrete did not answer right away, Laurie and Elizabeth would continue calling and texting until she answered, and she would be reprimanded. As a result, Ms. Negrete understood she had to monitor her phone at all times, including meal breaks.

Accordingly, GLOM at times failed to provide meal breaks to Ms. Negrete and Aggrieved Employees, or some of them, in compliance with California law. Ms. Negrete and Aggrieved Employees, or some of them, are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. GLOM, however, at times failed to pay those meal break premium wages.

Thus, GLOM is liable to Ms. Negrete and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2), for failing to provide meal breaks and pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each 4 hours of work or major fraction of 4 hours. Thus, for example, if an employee's work time is 6 hours and 10 minutes, the employee is entitled to 2 rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, GLOM at times wrongfully failed to authorize and permit Ms. Negrete and Aggrieved Employees, or some of them, to take legally compliant rest breaks in the manner required by law. Ms. Negrete was regularly required to work in excess of 4 consecutive hours a day without GLOM authorizing and permitting her to take a 10-minute, uninterrupted, duty-free rest period for every 4 hours of work or major fraction thereof, and without compensating her and Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, GLOM at times continued to assert control over Ms. Negrete and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks during mandatory rest breaks. Approximately five times per week, Ms. Negrete was required to carry and monitor her personal cell phone during rest breaks and respond to work-related calls and texts. Approximately five times per week, when Ms. Negrete attempted to relieve herself for rest breaks, coworkers and supervisors such as Laurie or Elizabeth would immediately approach her and request assistance handling patient emergencies or other patient issues.

Accordingly, GLOM at times failed to authorize and permit Ms. Negrete and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Ms. Negrete and Aggrieved Employees, or some of them, are entitled to be paid 1 hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. GLOM, however, at times failed to pay the additional wages to which they were entitled for rest breaks that were not authorized and permitted.

As a result, GLOM is liable to Ms. Negrete and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2), for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages on Regular Paydays

Based on GLOM's failure at times to pay Ms. Negrete and Aggrieved Employees, or some of them, for all wages as discussed above, GLOM also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages within the time required by law. Throughout the applicable statutory period, employees were entitled to be paid all wages owed, including all wages for off-the-clock work, all overtime wages, and all meal and rest break premium wages. However, at times, GLOM failed and refused to pay Ms. Negrete and Aggrieved Employees, or some of them, all wages due on regular paydays. As a result, GLOM owes legally required wages, and Ms. Negrete and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, GLOM is liable to Ms. Negrete and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages on regular paydays.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Labor Code section 1174, subdivision (d) requires employers to keep accurate and complete records showing the hours worked daily by employees. Per Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty. Under the applicable IWC Wage Order, every employer shall keep time records showing when the employee begins and ends each work period, and meal breaks and total hours worked daily shall also be recorded.

GLOM, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Ms. Negrete and Aggrieved Employees, or some of them. Although Ms. Negrete's hours were tracked through Paylocity, those records did not capture all work performed before clocking in, during meal periods, during rest periods, after clocking out, or after regular working hours and on days off. The records also did not accurately reflect meal periods that were late, interrupted, on duty, or controlled by GLOM.

GLOM's failure to provide and maintain accurate records required by the Labor Code and the applicable IWC Wage Orders deprived Ms. Negrete and Aggrieved Employees, or some of them, of the ability to know, understand, and question the accuracy of recorded meal breaks and hours worked. As a direct result, Ms. Negrete and Aggrieved Employees, or some of them, have suffered and continue to suffer losses related to the use and enjoyment of wages, lost interest on wages, and expenses and attorneys' fees in seeking to compel GLOM to comply with state law.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves employment, the employee's wages become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of the employee's intention to quit, in which case the employee is entitled to wages at the time of quitting.

Within the applicable statutory period, Ms. Negrete's employment and the employment of other Aggrieved Employees ended, whether by quitting or discharge, and the employment of others will end. However, during the relevant time period, GLOM at times failed, and continues at times to fail, to pay Ms. Negrete and terminated Aggrieved Employees, or some of them, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge or within 72 hours of leaving GLOM's employment. These unpaid wages include wages for off-the-clock work, minimum wages, straight time wages, overtime wages, missed meal break premium wages, and missed rest break premium wages.

GLOM's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with sections 201 and 202, then

the wages of the employee shall continue as a penalty wage from the due date, at the same rate, until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

Accordingly, Ms. Negrete and Aggrieved Employees, or some of them, are entitled to recover from GLOM their additionally accruing wages for each day they were not paid, at their regular rate of pay, up to 30 days maximum pursuant to Labor Code section 203. Moreover, GLOM is liable to Ms. Negrete and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2), for failing to timely pay all wages at termination.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized wage statement in writing showing the information required by statute, including gross wages earned, total hours worked, all deductions, net wages earned, inclusive dates of the pay period, the employee's identifying information, the employer's name and address, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

The statute further provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees. (Cal. Lab. Code, section 226, subdivision (e)(1).)

Throughout the statutory period, GLOM at times failed, and continues at times to fail, to furnish Ms. Negrete and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, total hours worked, and all gross and net wages earned. Although Ms. Negrete received pay stubs, those wage statements were inaccurate because they did not include all hours worked off-the-clock, all overtime hours, or premium wages owed for meal breaks that were not provided and rest breaks that were not authorized and permitted in accordance with California law.

Because GLOM at times violated Labor Code section 226, Ms. Negrete and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Negrete and similarly Aggrieved Employees, or some of them, are entitled to recover from GLOM the greater of their actual damages caused by GLOM's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, GLOM is liable to Ms. Negrete and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep accurate and complete payroll records showing, among other things, the hours worked daily by employees. For all applicable IWC Wage

Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, GLOM at times failed, and continues at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to total daily hours worked, applicable rates of pay, time records showing when Ms. Negrete and other Aggrieved Employees began and ended each work period, time records of meal breaks, and accurate itemized wage statements.

Based on information and belief, GLOM at times failed, and continues at times to fail, to keep accurate and complete records showing total hours worked by Ms. Negrete and Aggrieved Employees, or some of them, by virtue of GLOM's off-the-clock work policies and practices, failure to relieve employees of all duties and control for unpaid meal periods, failure to record true start and end times of meal periods, and failure to record the true start and end times of work shifts when work was performed before clocking in, after clocking out, or after regular working hours.

GLOM's failure to keep accurate and complete payroll records for Ms. Negrete and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject GLOM to civil penalties under Labor Code sections 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee, results in a separate civil penalty.

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties.

Throughout the applicable statutory period, GLOM at times wrongfully required Ms. Negrete and Aggrieved Employees, or some of them, to pay expenses they incurred in direct discharge of their duties for GLOM. Approximately once per week, supervisors such as Elizabeth instructed Ms. Negrete to pick up supplies such as towels and toilet paper at the grocery store on the way to work because the facility was regularly undersupplied. Ms. Negrete was never offered mileage reimbursement or supply reimbursement. Ms. Negrete incurred approximately 10 miles per week in unreimbursed mileage and approximately \$70 per month in unreimbursed supplies, including items such as melatonin and toilet paper.

GLOM also required Ms. Negrete to use her personal cell phone for work. Approximately five times per week, Ms. Negrete was required to carry her personal cell phone at all times, including meal and rest breaks, so supervisors and coworkers could call or text with work-related questions, requests for updates, and work-related instructions. Ms. Negrete also received work-related calls and texts after regular working hours and on days off. Ms. Negrete's cell phone bill was approximately \$80 per month, and approximately 30 percent of her cell phone use was work-related, but GLOM did not reimburse her for this necessary business expense.

As a result, GLOM is liable to Ms. Negrete and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 2802 and 2699, subdivision (f)(2), for failing to indemnify Ms. Negrete and Aggrieved Employees, or some of them, for necessary business expenditures.

Action for PAGA Civil Penalties

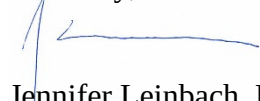
In light of the above, Ms. Negrete alleges that GLOM violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by failing at times to provide meal breaks;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;
4. Labor Code section 204 by failing at times to pay all earned wages on regular paydays;
5. Labor Code sections 1174 and 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 through 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code sections 226 and 226.3 by failing at times to provide accurate itemized wage statements;
8. Labor Code sections 1174, 1198, and 1199 and applicable IWC Wage Orders, section 7, by failing at times to keep accurate and complete payroll records; and
9. Labor Code section 2802 by failing at times to indemnify employees for necessary expenditures.

Therefore, on behalf of potentially Aggrieved Employees, Ms. Negrete seeks applicable civil penalties related to the violations alleged above per PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699.

Ms. Negrete has placed GLOM on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jennifer Leinbach, Esq.
WILSHIRE LAW FIRM, PLC
jennifer.leinbach@wilshirelawfirm.com

PROOF OF SERVICE

DOLORES NEGRETE vs. G.L.O.M. SUBSTANCE ABUSE PROGRAM INC.
San Joaquin County Superior Court Case No.: STK-CV-UOE-2026-0004354

I, Virginia Tomlinson, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is virginia.tomlinson@wilshirelawfirm.com.

On **August 18, 2026**, I served the foregoing document(s) described as:

FIRST AMENDED COMPLAINT

on interested parties in this action as follows:

Nicholas Gioiello
LITTLER MENDELSON
Treat Towers, 1255 Treat Blvd, Suite 600
Walnut Creek, CA 94597
NGioiello@littler.com;
GCamacho@littler.com;
MWNelson@littler.com;

Attorneys for Defendant, G.L.O.M. SUBSTANCE ABUSE PROGRAM INC.

☒ **BY ELECTRONIC SERVICE** Based on an agreement of the parties to accept service by electronic transmission per Section 1010.6 of the Code of Civil Procedure, I caused the documents to be sent to the persons at the electronic notification addresses listed on the service list above, by emailing a copy. Pursuant to CCP 1013 (b)(1), my electronic service address is virginia.tomlinson@wilshirelawfirm.com.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 18, 2026**, at Los Angeles, California.



Virginia Tomlinson