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ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

05/28/2024

By: A. Turner Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

KARL DEMASI, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

NATOMAS AL MC CARE PROPERTIES,
LLC, an Oregon limited liability company;
NATOMAS SENIOR COMMUNITIES
LLC, an Oregon limited liability company;
FRONTIER MANAGEMENT LLC, an
Oregon limited liability company;
FRONTIER SENIOR LIVING, LLC, an
Oregon limited liability company; EL
DORADO CARE PROPERTIES, LLC, a
California limited liability company; ELK
GROVE CARE PROPERTIES, LLC, a
California limited liability company;
FOLSOM MC CARE PROPERTIES, LLC,
a California limited liability company;
FULLERTON MC CARE PROPERTIES,
LLC, a California limited liability
company; GARDEN GROVE MC CARE
PROPERTIES, LLC, a California limited
liability company; GH SENIOR LIVING,
LLC, a California limited liability
company; MONTEREY VENTURES,
LLC, an Oregon limited liability company;
MV SENIOR LIVING, LLC, a California

Case No.: 24CV003511

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11050 Subdivision 5(A) (Failure to

limited liability company; PC AL MC CARE PROPERTIES, LLC, a California limited liability company; PRI SUNOL LLC, a California limited liability company; REDDING MC CARE PROPERTIES, LLC, a California limited liability company; REDLAND MC CARE PROPERTIES, LLC, a California limited liability company; SAN DIMAS MC CARE PROPERTIES, LLC, a California limited liability company; SANTA ANA MC CARE PROPERTIES, LLC, a California limited liability company; SUNRISE OAKS MC CARE PROPERTIES, LLC, an Oregon limited liability company; THE VILLAGE AT SEVEN OAKS AL MC, LLC, a California limited liability company; VINEYARD FG MC CARE PROPERTIES, LLC, a California limited liability company; WOODLAND HILLS MC CARE PROPERTIES LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

- Provide Reporting Time Pay);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Karl DeMasi, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this
5 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
6 and occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Karl DeMasi is a resident of Murietta, California. Defendants
9 employed Plaintiff as an hourly paid, non-exempt Line Cook and Dish Aide from
10 approximately January 2023 to August 2023. Plaintiff worked for Defendants at their
11 facilities in El Dorado Hills, California, and Sacramento, California. During his employment,
12 Plaintiff typically worked eight (8) or more hours per day and five (5) days per week.
13 Plaintiff's primary job duties included, without limitation, preparing and plating food for
14 residents.

15 5. NATOMAS AL MC CARE PROPERTIES, LLC was and is, upon information
16 and belief, an Oregon limited liability company, and at all times hereinafter mentioned, an
17 employer whose employees are engaged throughout this county and the State of California.

18 6. NATOMAS SENIOR COMMUNITIES LLC was and is, upon information and
19 belief, an Oregon limited liability company, and at all times hereinafter mentioned, an
20 employer whose employees are engaged throughout this county and the State of California.

21 7. FRONTIER MANAGEMENT LLC was and is, upon information and belief, an
22 Oregon limited liability company, and at all times hereinafter mentioned, an employer whose
23 employees are engaged throughout this county and the State of California.

24 8. FRONTIER SENIOR LIVING, LLC was and is, upon information and belief,
25 an Oregon limited liability company, and at all times hereinafter mentioned, an employer
26 whose employees are engaged throughout this county and the State of California.

27 9. EL DORADO CARE PROPERTIES, LLC was and is, upon information and
28 belief, a California limited liability company, and at all times hereinafter mentioned, an

1 employer whose employees are engaged throughout this county and the State of California.

2 10. ELK GROVE CARE PROPERTIES, LLC was and is, upon information and
3 belief, a California limited liability company, and at all times hereinafter mentioned, an
4 employer whose employees are engaged throughout this county and the State of California.

5 11. FOLSOM MC CARE PROPERTIES, LLC was and is, upon information and
6 belief, a California limited liability company, and at all times hereinafter mentioned, an
7 employer whose employees are engaged throughout this county and the State of California.

8 12. FULLERTON MC CARE PROPERTIES, LLC was and is, upon information
9 and belief, a California limited liability company, and at all times hereinafter mentioned, an
10 employer whose employees are engaged throughout this county and the State of California.

11 13. GARDEN GROVE MC CARE PROPERTIES, LLC was and is, upon
12 information and belief, a California limited liability company, and at all times hereinafter
13 mentioned, an employer whose employees are engaged throughout this county and the State of
14 California.

15 14. GH SENIOR LIVING, LLC was and is, upon information and belief, a
16 California limited liability company, and at all times hereinafter mentioned, an employer
17 whose employees are engaged throughout this county and the State of California.

18 15. MONTEREY VENTURES, LLC was and is, upon information and belief, an
19 Oregon limited liability company, and at all times hereinafter mentioned, an employer whose
20 employees are engaged throughout this county and the State of California.

21 16. MV SENIOR LIVING, LLC was and is, upon information and belief, a
22 California limited liability company, and at all times hereinafter mentioned, an employer
23 whose employees are engaged throughout this county and the State of California.

24 17. PC AL MC CARE PROPERTIES, LLC was and is, upon information and
25 belief, a California limited liability company, and at all times hereinafter mentioned, an
26 employer whose employees are engaged throughout this county and the State of California.

27 18. PRI SUNOL LLC was and is, upon information and belief, a California limited
28 liability company, and at all times hereinafter mentioned, an employer whose employees are

engaged throughout this county and the State of California.

19. REDDING MC CARE PROPERTIES, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

20. REDLAND MC CARE PROPERTIES, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

21. SAN DIMAS MC CARE PROPERTIES, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

22. SANTA ANA MC CARE PROPERTIES, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

23. SUNRISE OAKS MC CARE PROPERTIES, LLC was and is, upon information and belief, an Oregon limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

24. THE VILLAGE AT SEVEN OAKS AL MC, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

25. VINEYARD FG MC CARE PROPERTIES, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

26. WOODLAND HILLS MC CARE PROPERTIES LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

1 27. Plaintiff is unaware of the true names or capacities of the Defendants sued
2 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
3 amend the complaint and serve such fictitiously named Defendants once their names and
4 capacities become known.

5 28. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
6 were the partners, agents, owners, or managers of Defendants at all relevant times.

7 29. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein was performed by, or is attributable to, NATOMAS AL MC
9 CARE PROPERTIES, LLC; NATOMAS SENIOR COMMUNITIES LLC; FRONTIER
10 MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; EL DORADO CARE
11 PROPERTIES, LLC; ELK GROVE CARE PROPERTIES, LLC; FOLSOM MC CARE
12 PROPERTIES, LLC; FULLERTON MC CARE PROPERTIES, LLC; GARDEN GROVE MC
13 CARE PROPERTIES, LLC; GH SENIOR LIVING, LLC; MONTEREY VENTURES, LLC;
14 MV SENIOR LIVING, LLC; PC AL MC CARE PROPERTIES, LLC; PRI SUNOL LLC;
15 REDDING MC CARE PROPERTIES, LLC; REDLAND MC CARE PROPERTIES, LLC;
16 SAN DIMAS MC CARE PROPERTIES, LLC; SANTA ANA MC CARE PROPERTIES,
17 LLC; SUNRISE OAKS MC CARE PROPERTIES, LLC; THE VILLAGE AT SEVEN OAKS
18 AL MC, LLC; VINEYARD FG MC CARE PROPERTIES, LLC; WOODLAND HILLS MC
19 CARE PROPERTIES LLC; and/or DOES 1 through 10 (collectively, “Defendants” or
20 “FRONTIER”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
21 working in concert with, each of the other co-Defendants and was acting within the course and
22 scope of such agency, employment, joint venture, or concerted activity with legal authority to
23 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
24 represent, the official policy of Defendants.

25 30. At all relevant times, Defendants, and each of them, ratified each and every act
26 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
27 and abetted the acts and omissions of each and all the other Defendants in proximately causing
28 the damages herein alleged.

1 31. Plaintiff is informed and believes, and thereon alleges, that each of said
2 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
3 omissions, occurrences, and transactions alleged herein.

4 32. Under California law, Defendants are jointly and severally liable as employers
5 for the violations alleged herein because they have each exercised sufficient control over the
6 wages, hours, working conditions, and employment status of Plaintiff and class members.
7 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
8 controlled their work schedule and/or conditions of employment, determined their rate of pay,
9 and maintained their employment records. Defendants suffered or permitted Plaintiff and
10 class members to work and/or “engaged” Plaintiff and class members so as to create a
11 common-law employment relationship. As joint employers of Plaintiff and class members,
12 Defendants are jointly and severally liable for the civil penalties and all other relief available
13 to Plaintiff and class members under the law.

14 33. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
15 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
16 members because Defendants have:

- 17 (a) jointly exercised meaningful control over the work performed by
18 Plaintiff and class members;
- 19 (b) jointly exercised meaningful control over Plaintiff’s and class members’
20 wages, hours, and working conditions, including the quantity, quality
21 standards, speed, scheduling, and operative details of the tasks
22 performed by Plaintiff and class members;
- 23 (c) jointly required that Plaintiff and class members perform work which is
24 an integral part of Defendants’ businesses; and
- 25 (d) jointly exercised control over Plaintiff and class members as a matter of
26 economic reality in that Plaintiff and class members were dependent on
27 Defendants, who shared the power to set the wages of Plaintiff and class
28 members and determined their working conditions, and who jointly

1 reaped the benefits from the underpayment of their wages and
2 noncompliance with other statutory provisions governing their
3 employment.

4 34. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
5 there has existed a unity of interest and ownership between Defendants such that any
6 individuality and separateness between the entities has ceased.

7 35. NATOMAS AL MC CARE PROPERTIES, LLC; NATOMAS SENIOR
8 COMMUNITIES LLC; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR LIVING,
9 LLC; EL DORADO CARE PROPERTIES, LLC; ELK GROVE CARE PROPERTIES, LLC;
10 FOLSOM MC CARE PROPERTIES, LLC; FULLERTON MC CARE PROPERTIES, LLC;
11 GARDEN GROVE MC CARE PROPERTIES, LLC; GH SENIOR LIVING, LLC;
12 MONTEREY VENTURES, LLC; MV SENIOR LIVING, LLC; PC AL MC CARE
13 PROPERTIES, LLC; PRI SUNOL LLC; REDDING MC CARE PROPERTIES, LLC;
14 REDLAND MC CARE PROPERTIES, LLC; SAN DIMAS MC CARE PROPERTIES, LLC;
15 SANTA ANA MC CARE PROPERTIES, LLC; SUNRISE OAKS MC CARE PROPERTIES,
16 LLC; THE VILLAGE AT SEVEN OAKS AL MC, LLC; VINEYARD FG MC CARE
17 PROPERTIES, LLC; WOODLAND HILLS MC CARE PROPERTIES LLC; and DOES 1
18 through 10 are therefore alter egos of each other.

19 36. Adherence to the fiction of the separate existence of Defendants would permit
20 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
21 from liability for the wrongful acts committed by them under the name FRONTIER.

22 37. Plaintiff further alleges, upon information and belief, that Defendants
23 NATOMAS AL MC CARE PROPERTIES, LLC; NATOMAS SENIOR COMMUNITIES
24 LLC; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; EL
25 DORADO CARE PROPERTIES, LLC; ELK GROVE CARE PROPERTIES, LLC; FOLSOM
26 MC CARE PROPERTIES, LLC; FULLERTON MC CARE PROPERTIES, LLC; GARDEN
27 GROVE MC CARE PROPERTIES, LLC; GH SENIOR LIVING, LLC; MONTEREY
28 VENTURES, LLC; MV SENIOR LIVING, LLC; PC AL MC CARE PROPERTIES, LLC;

PRI SUNOL LLC; REDDING MC CARE PROPERTIES, LLC; REDLAND MC CARE PROPERTIES, LLC; SAN DIMAS MC CARE PROPERTIES, LLC; SANTA ANA MC CARE PROPERTIES, LLC; SUNRISE OAKS MC CARE PROPERTIES, LLC; THE VILLAGE AT SEVEN OAKS AL MC, LLC; VINEYARD FG MC CARE PROPERTIES, LLC; and WOODLAND HILLS MC CARE PROPERTIES LLC are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), NATOMAS AL MC CARE PROPERTIES, LLC; NATOMAS SENIOR COMMUNITIES LLC; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; EL DORADO CARE PROPERTIES, LLC; GH SENIOR LIVING, LLC; MONTEREY VENTURES, LLC; MV SENIOR LIVING, LLC; SAN DIMAS MC CARE PROPERTIES, LLC; and SUNRISE OAKS MC CARE PROPERTIES, LLC share the same principal address and/or mailing address of "7420 BRIDGEPORT RD., SUITE 105, PORTLAND, OR 97224";
- (b) According to Statement of Information forms filed with the California Secretary of State, NATOMAS SENIOR COMMUNITIES LLC; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; MONTEREY VENTURES, LLC; and THE VILLAGE AT SEVEN OAKS AL MC, LLC share the same manager and/or member, Gregory Roderick;
- (c) According to Statement of Information forms filed with the California Secretary of State, NATOMAS AL MC CARE PROPERTIES, LLC; FRONTIER SENIOR LIVING, LLC; EL DORADO CARE PROPERTIES, LLC; ELK GROVE CARE PROPERTIES, LLC; FOLSOM MC CARE PROPERTIES, LLC; FULLERTON MC CARE PROPERTIES, LLC; GARDEN GROVE MC CARE PROPERTIES,

1 LLC; PC AL MC CARE PROPERTIES, LLC; REDDING MC CARE
2 PROPERTIES, LLC; SAN DIMAS MC CARE PROPERTIES, LLC;
3 SANTA ANA MC CARE PROPERTIES, LLC; SUNRISE OAKS MC
4 CARE PROPERTIES, LLC; VINEYARD FG MC CARE
5 PROPERTIES, LLC; and WOODLAND HILLS MC CARE
6 PROPERTIES LLC share the same manager and/or member,
7 FRONTIER MANAGEMENT, LLC;

8 (d) According to Statement of Information forms filed with the California
9 Secretary of State, GH SENIOR LIVING, LLC; MV SENIOR LIVING,
10 LLC; REDLAND MC CARE PROPERTIES, LLC share the same
11 manager and/or member, FRONTIER SENIOR LIVING, LLC;

12 (e) On the California Secretary of State's website, NATOMAS AL MC
13 CARE PROPERTIES, LLC; NATOMAS SENIOR COMMUNITIES
14 LLC; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR
15 LIVING, LLC; EL DORADO CARE PROPERTIES, LLC; ELK
16 GROVE CARE PROPERTIES, LLC; FOLSOM MC CARE
17 PROPERTIES, LLC; FULLERTON MC CARE PROPERTIES, LLC;
18 GARDEN GROVE MC CARE PROPERTIES, LLC; GH SENIOR
19 LIVING, LLC; MONTEREY VENTURES, LLC; MV SENIOR
20 LIVING, LLC; PC AL MC CARE PROPERTIES, LLC; REDDING
21 MC CARE PROPERTIES, LLC; REDLAND MC CARE
22 PROPERTIES, LLC; SAN DIMAS MC CARE PROPERTIES, LLC;
23 SANTA ANA MC CARE PROPERTIES, LLC; SUNRISE OAKS MC
24 CARE PROPERTIES, LLC; THE VILLAGE AT SEVEN OAKS AL
25 MC, LLC; VINEYARD FG MC CARE PROPERTIES, LLC; and
26 WOODLAND HILLS MC CARE PROPERTIES LLC share the same
27 agent for service of process, DELAWARE BUSINESS FILINGS
28 INCORPORATED;

1 (f) On information and belief, NATOMAS AL MC CARE PROPERTIES,
2 LLC; NATOMAS SENIOR COMMUNITIES LLC; FRONTIER
3 MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; EL
4 DORADO CARE PROPERTIES, LLC; ELK GROVE CARE
5 PROPERTIES, LLC; FOLSOM MC CARE PROPERTIES, LLC;
6 FULLERTON MC CARE PROPERTIES, LLC; GARDEN GROVE MC
7 CARE PROPERTIES, LLC; GH SENIOR LIVING, LLC; MONTEREY
8 VENTURES, LLC; MV SENIOR LIVING, LLC; PC AL MC CARE
9 PROPERTIES, LLC; PRI SUNOL LLC; REDDING MC CARE
10 PROPERTIES, LLC; REDLAND MC CARE PROPERTIES, LLC;
11 SAN DIMAS MC CARE PROPERTIES, LLC; SANTA ANA MC
12 CARE PROPERTIES, LLC; SUNRISE OAKS MC CARE
13 PROPERTIES, LLC; THE VILLAGE AT SEVEN OAKS AL MC,
14 LLC; VINEYARD FG MC CARE PROPERTIES, LLC; and
15 WOODLAND HILLS MC CARE PROPERTIES LLC utilize the
16 same career website (<https://jobs.apploi.com/profile/frontier->
17 [management](https://jobs.apploi.com/profile/frontier-)) to attract prospective employees, procure employment
18 information from prospective employees, and process employment
19 applications; and

20 (g) On information and belief, NATOMAS AL MC CARE PROPERTIES,
21 LLC; NATOMAS SENIOR COMMUNITIES LLC; FRONTIER
22 MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; EL
23 DORADO CARE PROPERTIES, LLC; ELK GROVE CARE
24 PROPERTIES, LLC; FOLSOM MC CARE PROPERTIES, LLC;
25 FULLERTON MC CARE PROPERTIES, LLC; GARDEN GROVE MC
26 CARE PROPERTIES, LLC; GH SENIOR LIVING, LLC; MONTEREY
27 VENTURES, LLC; MV SENIOR LIVING, LLC; PC AL MC CARE
28 PROPERTIES, LLC; PRI SUNOL LLC; REDDING MC CARE

1 PROPERTIES, LLC; REDLAND MC CARE PROPERTIES, LLC;
2 SAN DIMAS MC CARE PROPERTIES, LLC; SANTA ANA MC
3 CARE PROPERTIES, LLC; SUNRISE OAKS MC CARE
4 PROPERTIES, LLC; THE VILLAGE AT SEVEN OAKS AL MC,
5 LLC; VINEYARD FG MC CARE PROPERTIES, LLC; and
6 WOODLAND HILLS MC CARE PROPERTIES LLC utilize the same
7 standardized employment forms and issue the same employment
8 policies.

9 GENERAL ALLEGATIONS

10 38. Defendants are senior housing operators in the United States, with at least 13
11 properties in California. Upon information and belief, Defendants maintain a single,
12 centralized Human Resources (“HR”) department at their corporate headquarters in Portland,
13 Oregon, which is responsible for the recruiting and hiring of new employees, and
14 communicating and implementing Defendants’ company-wide policies, including timekeeping
15 policies and meal and rest period policies, to employees throughout California.

16 39. In particular, Plaintiff and class members, on information and belief, received
17 the same standardized documents and/or written policies. Upon information and belief, the
18 usage of standardized documents and/or written policies, including new-hire documents,
19 indicate that Defendants dictated policies at the corporate level and implemented them
20 company-wide, regardless of their employees’ assigned locations or positions.

21 40. Upon information and belief, Defendants maintain a centralized Payroll
22 department at their corporate headquarters in Portland, Oregon, which processes payroll for all
23 non-exempt, hourly paid employees working for Defendants at their various locations in
24 California, including Plaintiff and class members. Based upon information and belief,
25 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
26 employees in California, irrespective of their work locations. Upon information and belief,
27 Defendants process payroll for departing employees in the same manner throughout the State
28 of California, regardless of the manner in which each employee’s employment ends.

1 41. Defendants continue to employ non-exempt or hourly paid employees in
2 California.

3 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
5 and advisors knowledgeable about California labor and wage law, employment and personnel
6 practices, and about the requirements of California law.

7 43. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
8 members were not paid for all hours worked because all hours worked were not recorded.

9 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to receive certain wages for
11 overtime compensation and that they were not receiving certain wages for overtime
12 compensation.

13 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive at least minimum
15 wages for compensation and that they were not receiving at least minimum wages for work
16 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
17 and class members were not paid at least minimum wages for work done off-the-clock.

18 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to meal periods in
20 accordance with the California Labor Code and applicable IWC Wage Order or payment of
21 one (1) additional hour of pay at their regular rates of pay when they were not provided with
22 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
23 were not provided with all meal periods or payment of one (1) additional hour of pay at their
24 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
25 period.

26 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to rest periods in
28 accordance with the California Labor Code and applicable IWC Wage Order or payment of

1 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
2 permitted to take a compliant rest period and that Plaintiff and class members were not
3 authorized and permitted to take compliant rest periods or provided with payment of one (1)
4 additional hour of pay at their regular rates of pay when they were not authorized and
5 permitted to take a compliant rest period.

6 48. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to receive complete and
8 accurate wage statements in accordance with California law. In violation of the California
9 Labor Code, Plaintiff and class members were not provided complete and accurate wage
10 statements.

11 49. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that they had a duty to maintain accurate and complete payroll records in
13 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
14 knowingly, and intentionally failed to do so.

15 50. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to timely payment of all
17 wages earned upon termination of employment. In violation of the California Labor Code,
18 Plaintiff and class members did not receive payment of all wages due, including, but not
19 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting
20 time pay, within permissible time periods.

21 51. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to timely payment of wages
23 during their employment. In violation of the California Labor Code, Plaintiff and class
24 members did not receive payment of all wages, including, but not limited to, overtime wages,
25 minimum wages, meal and rest period premiums, and/or reporting time pay, within
26 permissible time periods.

27 52. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive all reporting time

1 pay when Plaintiff and class members were required to report to work but were put to work
2 for less than half of their usual or scheduled shift. In violation of the California Labor Code
3 and applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time
4 pay.

5 53. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive full
7 reimbursement for all business-related expenses and costs they incurred during the course and
8 scope of their employment and that they did not receive full reimbursement of applicable
9 business-related expenses and costs incurred.

10 54. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, Defendants knew or should have known that they had a duty to compensate
12 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
13 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
14 falsely represented to Plaintiff and class members that they were properly denied wages, all in
15 order to increase Defendants' profits.

16 **PAGA REPRESENTATIVE ALLEGATIONS**

17 55. At all times herein set forth, PAGA provides that any provision of law under
18 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
19 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
20 violations of the California Labor Code and applicable IWC Wage Order may, as an
21 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
22 themselves and other current or former employees pursuant to procedures outlined in
23 California Labor Code section 2699.3.

24 56. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
25 person who was employed by the alleged violator and against whom one or more of the
26 alleged violations was committed."

27 57. Plaintiff and other current and former employees of Defendants are "aggrieved
28 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current

1 or former employees and one or more of the alleged violations were committed against them.

2 58. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
3 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
4 following requirements have been met:

- 5 (a) The aggrieved employee or representative shall give written notice by
6 online filing with the LWDA and by certified mail to the employer of
7 the specific provisions of the California Labor Code alleged to have
8 been violated, including the facts and theories to support the alleged
9 violation.
- 10 (b) An aggrieved employee's notice filed with the LWDA pursuant to
11 2699.3(a) and any employer response to that notice shall be
12 accompanied by a filing fee of seventy-five dollars (\$75).
- 13 (c) The LWDA shall notify the employer and the aggrieved employee or
14 representative by certified mail that it does not intend to investigate the
15 alleged violation ("LWDA Notice") within sixty (60) calendar days of
16 the postmark date of the aggrieved employee's notice. Upon receipt of
17 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
18 (65) calendar days of the postmark date of the aggrieved employee's
19 notice, the aggrieved employee may commence a civil action pursuant
20 to California Labor Code section 2699 to recover civil penalties.

21 59. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
22 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
23 provision other than those listed in Section 2699.5 after the following requirements have been
24 met:

- 25 (a) The aggrieved employee or representative shall give written notice by
26 online filing with the LWDA and by certified mail to the employer of
27 the specific provisions of the California Labor Code alleged to have
28 been violated (other than those listed in Section 2699.5), including the

1 facts and theories to support the alleged violation.

2 (b) An aggrieved employee's notice filed with the LWDA pursuant to
3 2699.3(c) and any employer response to that notice shall be
4 accompanied by a filing fee of seventy-five dollars (\$75).

5 (c) The employer may cure the alleged violation within thirty-three (33)
6 calendar days of the postmark date of the notice sent by the aggrieved
7 employee or representative. The employer shall give written notice
8 within that period of time by certified mail to the aggrieved employee or
9 representative and by online filing with the LWDA if the alleged
10 violation is cured, including a description of actions taken, and no civil
11 action pursuant to Section 2699 may commence. If the alleged violation
12 is not cured within the 33-day period, the aggrieved employee may
13 commence a civil action pursuant to Section 2699.

14 60. On March 19, 2024, Plaintiff provided written notice by online filing to the
15 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
16 Code alleged to have been violated, including facts and theories to support the alleged
17 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
18 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
19 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
20 Plaintiff PAGA Case Number LWDA-CM-1017520-24. A true and correct copy of Plaintiff's
21 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

22 61. As of the filing date of this complaint, over 65 days have passed since Plaintiff
23 sent the notices described above to the LWDA, and the LWDA has not responded that it
24 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

25 62. Thus, Plaintiff has satisfied the administrative prerequisites under California
26 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
27 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
28 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

63. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

64. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’ rights by violating various sections of the California Labor Code as set forth above.

65. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

66. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

67. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

68. Plaintiff’s proposed class consists of and is defined as follows:

1 All persons who worked for Defendants as non-exempt, hourly
2 paid employees in California, at any time from March 2, 2022,
until the date of trial ("Class").

3 69. Plaintiff's proposed subclass consists of and is defined as follows:

4 All persons who worked for Defendants as non-exempt, hourly
5 paid employees in California and who received at least one wage
6 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

7 70. Members of the Class and Subclass are referred to herein as "class members."

8 71. Plaintiff reserves the right to redefine the Class and Subclass and to add
9 additional subclasses as appropriate based on further investigation, discovery, and specific
10 theories of liability.

11 72. There are common questions of law and fact as to class members that
12 predominate over questions affecting only individual members, including, but not limited to:

- 13 (a) Whether Defendants required Plaintiff and class members to work over
14 eight (8) hours per day, over twelve (12) hours per day, or over forty
15 (40) hours per week and failed to pay all legally required overtime
16 compensation to Plaintiff and class members;
- 17 (b) Whether Defendants failed to pay Plaintiff and class members at least
18 minimum wages for all hours worked;
- 19 (c) Whether Defendants failed to provide Plaintiff and class members meal
20 periods;
- 21 (d) Whether Defendants failed to authorize and permit Plaintiff and class
22 members to take rest periods;
- 23 (e) Whether Defendants provided Plaintiff and class members with
24 complete and accurate wage statements as required by California Labor
25 Code section 226(a);
- 26 (f) Whether Defendants maintained accurate payroll records as required by
27 California Labor Code section 1174(d);
- 28 (g) Whether Defendants failed to pay earned overtime wages, minimum

wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members upon their discharge;

- (h) Whether Defendants failed to timely pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay to Plaintiff and class members during their employment;
- (i) Whether Defendants required Plaintiff and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11050(5);
- (j) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

73. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-

1 defined community of interest, and Plaintiff's claims (or defenses, if
2 any) are typical of all class members as demonstrated herein.

3 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
4 protect the interests of each class member with whom he has a well-
5 defined community of interest and typicality of claims, as demonstrated
6 herein. Plaintiff acknowledges that he has an obligation to make known
7 to the Court any relationship, conflicts or differences with any class
8 member. Plaintiff's attorneys, the proposed class counsel, are versed in
9 the rules governing class action discovery, certification, and settlement.
10 Plaintiff has incurred, and throughout the duration of this action, will
11 continue to incur costs and attorneys' fees that have been, are, and will
12 be necessarily expended for the prosecution of this action for the
13 substantial benefit of each class member.

14 (d) Superiority: The nature of this action makes the use of class action
15 adjudication superior to other methods. A class action will achieve
16 economies of time, effort, and expense as compared with separate
17 lawsuits, and will avoid inconsistent outcomes because the same issues
18 can be adjudicated in the same manner and at the same time for the
19 entire class.

20 (e) Public Policy Considerations: Employers in the State of California
21 violate employment and labor laws every day. Current employees are
22 often afraid to assert their rights out of fear of direct or indirect
23 retaliation. Former employees are fearful of bringing actions because
24 they believe their former employers might damage their future
25 endeavors through negative references and/or other means. Class
26 actions provide the class members who are not named in the complaint
27 with a type of anonymity that allows for the vindication of their rights
28 while simultaneously protecting their privacy.

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

4 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 75. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
8 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
9 shall be the . . . standard conditions of labor for employees. The employment of any employee
10 . . . under conditions of labor prohibited by the order is unlawful.”

11 76. California Labor Code section 1198 and the applicable IWC Wage Order
12 provide that it is unlawful to employ persons without compensating them at a rate of pay
13 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
14 number of hours worked by the person on a daily or weekly basis.

15 77. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and class members working more than eight (8) hours in a day
17 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
18 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

20 78. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
22 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
23 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
24 employee, including nondiscretionary bonuses and incentive pay.

25 79. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 80. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
5 class members were not paid overtime premiums for all of the hours they worked in excess of
6 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
7 hours in a week, because all hours worked were not recorded.

8 81. First, during the relevant time period, Defendants had, and continue to have, a
9 company-wide policy and/or practice of discouraging and impeding Plaintiff and class
10 members from recording hours worked that were outside of their scheduled shifts in order to
11 limit the amount of overtime employees could accrue. This policy of limiting overtime,
12 coupled with Defendants' use of labor budgets and assignment of heavy workloads, led
13 Plaintiff and class members to work off-the-clock outside of their scheduled shift times. For
14 example, Plaintiff and class members were required to complete assisted living online training
15 programs, which took approximately two (2) hours to complete each time. However,
16 Defendants' management directed employees to complete some of these programs on their
17 own time, at home, and failed to provide a means for Plaintiff and class members to record
18 this time spent working.

19 82. Second, Defendants had, and continue to have, a company-wide policy and/or
20 practice of requiring Plaintiff and class members to perform work off-the-clock after their
21 scheduled shifts. For example, approximately 3-4 times per week, Plaintiff and class
22 members were required to communicate with Defendants' management via text messages
23 outside of their scheduled shift times, regarding work assignments or tasks completed during a
24 prior shift. Although Defendants required Plaintiff and class members to respond to these
25 messages, Defendants did not provide Plaintiff and class members a mechanism to record this
26 time worked so they could be compensated for the time spent communicating with
27 management.

28 83. Third, as stated, Defendants had, and continue to have, a company-wide policy

1 of strictly staffing their facilities based on the labor hours allocated by each facility's labor or
2 payroll budget set by the corporate office. This practice of labor budgeting and/or limited
3 payroll allocation, combined with the assignment of heavy workloads, has resulted in the
4 understaffing of their locations, including the adoption of a single-staffing model for certain
5 positions, and a lack of adequate meal period coverage, because there were too few employees
6 on duty to handle the workload. Because Defendants did not employ or staff a sufficient
7 number of employees, such as Line Cooks or Dish Aides, to handle the heavy workload,
8 including meeting resident and staff mealtime deadlines, there was no one available to relieve
9 employees needing meal period coverage, and Plaintiff and class members were not always
10 afforded uninterrupted 30-minute meal periods during shifts when they were entitled to
11 receive a meal period. Moreover, Defendants have a practice of failing to schedule meal
12 periods, which further caused Plaintiff and class members to not be relieved of their duties for
13 compliant meal periods. For example, Plaintiff missed his meal periods one (1) to two (2)
14 times per week due to lack of coverage and heavy workload. As a further example,
15 Defendants' management interrupted Plaintiff's meal periods nearly daily to discuss work
16 assignments or assign tasks that needed to be completed.

17 84. Fourth, on information and belief, because Defendants frowned upon
18 employees accruing meal period penalties, Defendants' management pressured Plaintiff and
19 class members to clock out for meal periods to reflect compliant meal periods, regardless of
20 whether they had received a compliant meal period or not, in order to strictly limit the meal
21 penalties that would need to be paid by Defendants. Additionally, Defendants' timekeeping
22 system prevented Plaintiff and class members from recording all hours worked when their
23 meal periods were shortened or interrupted, because the system locked out Plaintiff and class
24 members once they clocked out for a meal period, and would not permit them to clock back in
25 from a meal period until 30 minutes had elapsed. Thus, Defendants did not record all hours
26 worked during meal periods, and Plaintiff and class members performed work during meal
27 periods for which they were not paid.

28 85. Fifth, on information and belief, Defendants maintained a company-wide on-

1 premises meal period policy, which mandated that Plaintiff and class members remain on
2 Defendants' premises during their unpaid meal periods. Because Plaintiff and class members
3 were restricted from leaving the premises during meal periods, they were denied the ability to
4 use their meal periods freely for their own purposes. Thus, Defendants effectively maintained
5 control over Plaintiff and class members during their unpaid meal periods.

6 86. Defendants knew or should have known that as a result of these company-wide
7 practices and/or policies, Plaintiff and class members were performing their assigned duties
8 off-the-clock before and after their scheduled shifts and during meal periods, and were
9 suffered or permitted to perform work for which they were not paid. Because Plaintiff and
10 class members sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a
11 week or more, some of this off-the-clock work qualified for overtime premium pay.
12 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime
13 hours they actually worked.

14 87. Defendants' failure to pay Plaintiff and class members the balance of overtime
15 compensation as required by California law, violates the provisions of California Labor Code
16 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
17 members are entitled to recover from Defendants their unpaid overtime compensation, as well
18 as interest, costs, and attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 21 **Minimum Wages** 22 **(Against all Defendants)**

23 88. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 89. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
26 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
27 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
28 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the

1 time during which an employee is suffered or permitted to work for the employer, whether or
2 not required to do so, as interpreted in accordance with the provisions of the Fair Labor
3 Standards Act.” Cal. Code Regs. Tit. 8, § 11050(2)(L) (defining “Hours Worked”).

4 90. First, as set forth above, as a result of Defendants’ policy of limiting the
5 amount of overtime employees could accrue, pursuant to their labor budget practices,
6 Defendants required Plaintiff and class members to perform work off-the-clock. As stated,
7 Defendants required Plaintiff and class members to perform work off-the-clock outside of
8 their scheduled shift start and end times, such as completing assisted living online training
9 programs and communicating with Defendants’ management regarding work-related issues.
10 As a result, Defendants failed to track this time that Plaintiff and class members spent working
11 off-the-clock, and thus, Plaintiff and class members received no compensation for this time.

12 91. Second, as set forth above, due to Defendants’ company-wide policies and/or
13 practices of utilizing labor budgets, understaffing their locations (including adopting a single-
14 staffing model for certain positions), assigning heavy workloads, failing to schedule meal
15 periods, and requiring employees to stay on the work premises during meal periods, Plaintiff
16 and class members were impeded from taking all uninterrupted meal periods to which they
17 were entitled and were required to work off-the-clock. Further, to limit the meal penalties that
18 Defendants would otherwise owe, Defendants pressured Plaintiff and class members to clock
19 out for meal periods to reflect compliant meal periods, but required them to continue working,
20 time for which they were not paid. Also, as set forth above, Defendants’ timekeeping system
21 locked out Plaintiff and class members for 30 minutes when they clocked out for a meal
22 period and would not permit them to clock back in from a meal period until 30 minutes had
23 elapsed. Thus, Defendants systematically failed to pay Plaintiff and class members for actual
24 hours worked during unpaid meal periods because these hours were not always correctly
25 recorded.

26 92. Defendants did not pay minimum wages for all hours worked by Plaintiff and
27 class members. To the extent that these off-the-clock hours did not qualify for overtime
28 premium payment, Defendants did not pay at least minimum wages for those hours worked

1 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
2 1198.

3 93. Defendants' failure to pay Plaintiff and class members minimum wages violates
4 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
5 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
6 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
7 interest thereon.

8 **THIRD CAUSE OF ACTION**

9 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

10 **Violations**

11 **(Against all Defendants)**

12 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 95. At all relevant times herein set forth, California Labor Code section 512(a)
15 provides that an employer may not require, cause, or permit an employee to work for a period
16 of more than five (5) hours per day without providing the employee with a meal period of not
17 less than thirty (30) minutes, except that if the total work period per day of the employee is
18 not more than six (6) hours, the meal period may be waived by mutual consent of both the
19 employer and the employee. Under California law, first meal periods must start after no more
20 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

21 96. At all relevant times herein set forth, California Labor Code sections 226.7,
22 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
23 meal period mandated by an applicable order of the IWC.

24 97. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
25 the applicable IWC Wage Order also require employers to provide a second meal period of
26 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
27 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
28 hours worked is no more than twelve (12) hours, the second meal period may be waived by

1 mutual consent of the employer and the employee only if the first meal period was not waived.

2 98. First, during the relevant time period, as stated above, Defendants had, and
3 continue to have, a company-wide policy and/or practice of understaffing (including adopting
4 a single-staffing model for certain positions) due to their use of a labor budget and/or limited
5 payroll allocation, which, combined with the assignment of heavy workloads and a failure to
6 schedule meal periods, has resulted in a lack of meal period coverage and prevented Plaintiff
7 and class members from taking all timely, uninterrupted meal periods to which they were
8 entitled. As a result, Plaintiff and class members had to work through all or part of their meal
9 periods, had their meal periods interrupted, and/or had to wait extended periods of time before
10 taking meal periods. For example, approximately once or twice per week, Plaintiff was
11 required to work through his meal periods or could not take his meal periods until after five
12 (5) hours into his shifts, due to the heavy workload and lack of coverage. Thus, Defendants
13 failed to provide Plaintiff and class members with compliant, 30-minute meal periods.

14 99. Second, as set forth above, on information and belief, because Defendants
15 frowned upon employees accruing meal period penalties, Defendants' management pressured
16 employees to clock out for meal periods to reflect compliant meal periods, regardless of
17 whether they had received a compliant meal period or not, in order to strictly limit the meal
18 penalties that would need to be paid by Defendants. Also, as stated, Defendants' company-
19 wide timekeeping system prevented Plaintiff and class members from recording when their
20 meal periods were shortened or interrupted, because the system locked out Plaintiff and class
21 members once they clocked out for a meal period, and would not permit them to clock back in
22 from a meal period before 30 minutes had elapsed. For example, Plaintiff was unable to
23 record when his meal periods were interrupted or shortened by Defendants' management
24 wanting to discuss work-related matters, such as asking him to take out trash or raising an
25 issue with a completed task.

26 100. Third, as stated, on information and belief, Defendants maintained and
27 implemented a company-wide on-premises meal period policy for employees, which
28 mandated that Plaintiff and class members remain on the work premises during the meal

1 periods. Because Plaintiff and class members were restricted from leaving the premises
2 during meal periods, they were denied the ability to use their meal periods freely for their own
3 purposes. Thus, Defendants effectively maintained control over Plaintiff and class members
4 during meal periods.

5 101. Fourth, Defendants did not provide Plaintiff and class members with second 30-
6 minute meal periods on days that they worked in excess of 10 hours in one day. For example,
7 during the relevant time period, Plaintiff worked shifts in excess of 10 hours in one day and
8 never took a second meal period. Plaintiff and class members did not sign valid meal period
9 waivers on days that they were entitled to meal periods and were not relieved of all duties.

10 102. At all times herein mentioned, Defendants knew or should have known that, as
11 a result of these policies, Plaintiff and class members were prevented from being relieved of
12 all duties and were required to perform some of their assigned duties during meal periods.
13 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
14 members all meal period premiums when meal periods were late, missed, shortened, or
15 interrupted.

16 103. Furthermore, Defendants engaged in a company-wide practice and/or policy of
17 not paying all meal period premiums owed when compliant meal periods were not provided.
18 Because of this practice and/or policy, Plaintiff and class members have not received premium
19 pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide
20 Plaintiff and class members compliant meal periods in violation of California Labor Code
21 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

22 104. Defendants' conduct violates the applicable IWC Wage Order, and California
23 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
24 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
25 rate of compensation for each work day that the meal period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
3 **(Against all Defendants)**

4 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 106. At all relevant times herein set forth, the applicable IWC Wage Order and
7 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
8 members' employment by Defendants.

9 107. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3 ½) hours.

15 108. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any rest period mandated by an applicable
17 order of the California IWC. To comply with its obligation to authorize and permit rest
18 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
19 employer must "relinquish any control over how employees spend their break time, and
20 relieve their employees of all duties—including the obligation that an employee remain on
21 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
22 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
23 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
24 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
25 required rest period was not authorized and permitted.

26 109. During the relevant time period, Defendants regularly failed to authorize and
27 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
28 period worked or major fraction thereof. As with meal periods, Defendants' company-wide

1 use of labor budgeting and/or limited payroll allocation, understaffing and/or single-staffing,
2 and assigning heavy workloads resulted in a lack of rest period coverage and prevented
3 Plaintiff and class members from being relieved of all duty in order to take compliant rest
4 periods. Defendants also failed to schedule rest periods, which, coupled with Defendants'
5 failure to provide adequate rest period coverage, further led to Plaintiff and class members not
6 being authorized and permitted to take rest periods.

7 110. Furthermore, upon information and belief, during the relevant time period,
8 Defendants maintained and implemented a company-wide on-premises rest period policy,
9 which mandated that Plaintiff and class members remain on the work premises during their
10 rest periods. Because Plaintiff and class members were restricted from leaving the premises
11 during rest periods, they were denied the ability to use their rest periods freely for their own
12 purposes, such as running personal errands. Thus, Defendants effectively maintained control
13 over Plaintiff and class members during rest periods.

14 111. As a result of Defendants' practices and policies, Plaintiff and class members
15 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
16 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
17 throughout his employment, Plaintiff had to forego his rest periods because the kitchen was
18 busy and did not have coverage.

19 112. Defendants have also engaged in a systematic, company-wide practice and/or
20 policy of not paying rest period premiums owed when rest periods are not authorized and
21 permitted. Because of this practice and/or policy, Plaintiff and class members have not
22 received premium pay for all missed rest periods.

23 113. Defendants' conduct violates the applicable IWC Wage Order and California
24 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
25 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
26 compensation for each work day that a compliant rest period was not authorized and
27 permitted.

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 115. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and
10 address of the legal entity that is the employer, the inclusive dates of the pay period, total
11 hours worked, and all applicable rates of pay.

12 116. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
15 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
16 applicable hourly rates in effect during the pay period, including rates of pay for overtime
17 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
18 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

19 117. Because Defendants did not accurately record the time Plaintiff and Subclass
20 members spent working off-the-clock and deducted time from their records for meal periods
21 that were interrupted and/or missed (and therefore time for which they should have been paid),
22 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
23 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
24 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
25 Subclass members in violation of section 226(a)(2), and failed to list the applicable hourly
26 rates of pay in effect during the pay period and corresponding accurate number of work hours
27 worked at each hourly rate in violation of section 226(a)(9).

28 118. The wage statement deficiencies also include, without limitation, failing to list

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
2 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
3 for which employees were paid; failing to list the name of the employee and only the last four
4 digits of his or her social security number or an employee identification number other than a
5 social security number; failing to list the name and address of the legal entity that is the
6 employer; and/or failing to state all hours worked as a result of not recording or stating hours
7 worked off-the-clock.

8 119. California Labor Code section 1174(d) provides that “[e]very person employing
9 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
10 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
11 plants or establishments at which employees are employed, payroll records showing the hours
12 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
13 applicable piece rate paid to, employees employed at the respective plants or
14 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
15 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
16 members showing the daily hours they worked and the wages paid thereto as a result of failing
17 to record the off-the-clock hours that they worked.

18 120. California Labor Code section 1198 provides that the maximum hours of work
19 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
20 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
21 employment of any employees for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
23 Wage Order, employers are required to keep accurate time records showing when the
24 employee begins and ends each work period. During the relevant time period, Defendants
25 engaged in company-wide practices and/or policies of failing to record actual hours worked,
26 and thereby failed to keep accurate records of work period and meal period start and end times
27 for Plaintiff and Subclass members, in violation of section 1198. Furthermore, in light of
28 Defendants’ failure to provide Plaintiff and Subclass members with second 30-minute meal

1 periods to which they were entitled, Defendants kept no records of meal start and end times
2 for second meal periods.

3 121. Plaintiff and Subclass members are entitled to recover from Defendants the
4 greater of their actual damages caused by Defendants' failure to comply with California Labor
5 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
6 employee.

7 **SIXTH CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 9 **Termination** 10 **(Against all Defendants)**

11 122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 123. This cause of action is dependent upon, and wholly derivative of, the overtime
14 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
15 not timely paid to Plaintiff and those class members no longer employed by Defendants upon
16 their termination.

17 124. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
18 that if an employer discharges an employee, the wages earned and unpaid at the time of
19 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
20 her employment, his or her wages shall become due and payable not later than seventy-two
21 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the
23 time of quitting.

24 125. Defendants willfully failed to pay Plaintiff and class members who are no
25 longer employed by Defendants the earned and unpaid wages set forth above, including but
26 not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or
27 reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their
28 leaving Defendants' employ.

126. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment

(Against all Defendants)

127. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

128. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were not timely paid to Plaintiff and class members during their employment.

129. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

130. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of

wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

131. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

132. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A)—Failure to Provide Reporting Time Pay (Against all Defendants)

133. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

134. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

135. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11050(5)(A), provides that “[e]ach workday an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day’s work, the employer shall be pay him/her for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial

1 compensation for employees who report to work expecting to work a specified number of
2 hours, and who are deprived of that amount because of inadequate scheduling or lack of
3 proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

4 136. During the relevant time period, Defendants violated California Labor Code
5 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
6 Defendants failed to pay Plaintiff and class members reporting time pay when they reported to
7 work for their usual or scheduled shift but were put to work for less than half of their usual or
8 scheduled day’s work.

9 137. Defendants had a company-wide practice of sending Plaintiff and class
10 members home early from their shifts, including before they had worked at least half of their
11 usual or scheduled shift, but would not pay Plaintiff and class members for half of their usual
12 or scheduled shift. For example, when scheduled to work an eight (8) hour shift, Defendants’
13 managers sent Plaintiff home two (2) hours after the start of his shift. Although Plaintiff and
14 class members reported to work based on the schedule that was provided to them, Defendants
15 would send them home before they worked at least half of their usual or scheduled shifts.
16 When this occurred, Defendants did not pay Plaintiff and class members for at least half of
17 their scheduled day’s work or the minimum reporting time pay.

18 138. Accordingly, Plaintiff and class members were not properly compensated with
19 reporting time pay in violation of California Labor Code section 1198 and California Code of
20 Regulations, Title 8, section 11050(5)(A). Plaintiff and class members are therefore entitled
21 to recover from Defendants unpaid wages and interest.

22 **NINTH CAUSE OF ACTION**

23 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 24 **(Against all Defendants)**

25 139. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 140. At all times herein set forth, California Labor Code section 2802 provides that
28 an employer must reimburse employees for all necessary expenditures and losses incurred by

1 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
2 to prevent employers from passing off their cost of doing business and operating expenses on
3 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
4 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen
5 tools or equipment are required by the employer or are necessary to the performance of a job,
6 such tools and equipment shall be provided and maintained by the employer, except that an
7 employee whose wages are at least two (2) times the minimum wage provided herein may be
8 required to provide and maintain hand tools and equipment customarily required by the trade
9 or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required
10 by the employer to be worn by the employee as a condition of employment, such uniforms
11 shall be provided and maintained by the employer."

12 141. During the relevant time period, Defendants, on a company-wide basis,
13 required that Plaintiff and class members use their own personal mobile devices, including,
14 but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to
15 reimburse them for the costs of their work-related mobile device expenses. For example,
16 Plaintiff and class members would be contacted on their personal mobile devices by their
17 managers and/or supervisors to discuss work-related matters such as assigning tasks.
18 Although Defendants required Plaintiff and class members to utilize their personal mobile
19 devices and/or mobile data to carry out their work-related responsibilities, Defendants failed
20 to reimburse them for these costs.

21 142. Additionally, during the relevant time period, Defendants required Plaintiff and
22 class members to wear a chef coat, chef pants, and a chef hat or a baseball cap. However, due
23 to the nature of working in the kitchen, Plaintiff's and class members' uniforms would
24 become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that they
25 were unable to mix these clothes in with other laundry. As a result, they had to wash their
26 uniform items separately from their other clothing items, thus incurring additional utility and
27 laundry expenses for the upkeep of their uniforms. Thus, Defendants failed to maintain the
28 uniforms they required Plaintiff and class members to wear during their shifts and forced them

1 to incur the cost of maintaining employee uniforms.

2 143. Defendants could have provided Plaintiff and class members with the actual
3 tools for use on the job, such as company mobile devices, as well as access to laundering
4 services; or Defendants could have reimbursed employees for the costs of their mobile device
5 usage and laundering expenses or provided a uniform maintenance allowance. Instead,
6 Defendants passed these operating costs off onto Plaintiff and class members. At all relevant
7 times, Plaintiff did not earn at least two (2) times the minimum wage.

8 144. Defendants' company-wide policy and/or practice of not reimbursing
9 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
10 and class members violates California Labor Code section 2802. Defendants have
11 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
12 business-related expenses and costs.

13 145. Plaintiff and class members are entitled to recover from Defendants their
14 business-related expenses incurred during the course and scope of their employment, plus
15 interest.

16 **TENTH CAUSE OF ACTION**

17 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

18 **(Against all Defendants)**

19 146. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 147. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
22 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
23 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
24 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
25 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
26 those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

27 148. Defendants' conduct, as alleged herein, violates numerous sections of the
28 California Labor Code, including, but not limited to, the following:

- 1 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
2 Wage Order for Defendants' failure to compensate Plaintiff and other
3 aggrieved employees with all required overtime pay, as alleged herein;
- 4 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
5 1198, and the applicable IWC Wage Order for Defendants' failure to
6 compensate Plaintiff and other aggrieved employees with at least
7 minimum wages for all hours worked, as alleged herein;
- 8 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
10 and other aggrieved employees with meal periods, as alleged herein;
- 11 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
12 applicable IWC Wage Order for Defendants' failure to authorize and
13 permit Plaintiff and other aggrieved employees to take rest periods, as
14 alleged herein;
- 15 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
16 IWC Wage Order for failure to provide accurate and complete wage
17 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 18 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
19 IWC Wage Order for failure to maintain payroll records, as alleged
20 herein;
- 21 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
22 earned wages upon termination, as alleged herein;
- 23 (h) Violation of Labor Code section 204 for failure to pay all earned wages
24 during employment, as alleged herein;
- 25 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
26 Order for failing to pay reporting time pay to Plaintiff and other
27 aggrieved employees, as alleged herein; and
- 28 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff

1 and other aggrieved employees for all business expenses necessarily
2 incurred, as alleged herein.

3 149. Therefore, Plaintiff and other aggrieved employees are entitled to recover civil
4 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

5 **ELEVENTH CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

7 **Unlawful Business Practices**

8 **(Against all Defendants)**

9 150. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 151. Defendants are “persons” as defined by California Business & Professions
12 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
13 and/or associations.

14 152. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
16 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
17 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
18 meaning of Code of Civil Procedure section 1021.5.

19 153. Defendants’ activities, as alleged herein, are violations of California law, and
20 constitute unlawful business acts and practices in violation of California Business &
21 Professions Code sections 17200, *et seq.*

22 154. A violation of California Business & Professions Code sections 17200, *et seq.*
23 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
24 policies and practices have violated state law in at least the following respects:

- 25 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
26 class members, to work overtime without paying them proper
27 compensation in violation of California Labor Code sections 510 and
28 1198, and the applicable IWC Wage Order, as alleged herein;

- (b) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (c) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;
- (g) Failing to pay reporting time pay in violation of California Labor Code section 1198 and the applicable IWC Wage Order, as alleged herein; and
- (h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

155. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

156. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by

1 Defendants during a period that commences four years prior to the filing of the initial
2 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
3 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
4 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

5 **TWELFTH CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

7 **Unfair Business Practices**

8 **(Against all Defendants)**

9 157. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 158. Defendants are “persons” as defined by California Business & Professions
12 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
13 and/or associations.

14 159. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
15 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
16 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
17 seeks to enforce important rights affecting the public interest within the meaning of Code of
18 Civil Procedure section 1021.5.

19 160. Defendants’ activities, namely Defendants’ company-wide practice and/or
20 policy of not paying Plaintiff and class members all meal and rest period premiums due to
21 them under Labor Code section 226.7, deprived Plaintiff and class members of the
22 compensation guarantee and enhanced enforcement implemented by section 226.7. The
23 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
24 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
25 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
26 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
27 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
28 unfair business practice in violation of California Business & Professions Code sections

17200, *et seq.* (*Id.*)

161. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

162. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;
3. That Plaintiff be appointed as the representative of the Class and Subclass;
4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

1 6. For general unpaid wages at overtime wage rates and such general and special
2 damages as may be appropriate;

3 7. For pre-judgment interest on any unpaid overtime compensation commencing
4 from the date such amounts were due, or as otherwise provided by law;

5 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
6 California Labor Code section 1194(a); and

7 9. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Second Cause of Action**

10 10. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
12 Order by willfully failing to pay minimum wages to Plaintiff and class members;

13 11. For general unpaid wages and such general and special damages as may be
14 appropriate;

15 12. For pre-judgment interest on any unpaid compensation from the date such
16 amounts were due, or as otherwise provided by law;

17 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
18 California Labor Code section 1194(a);

19 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

20 15. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Third Cause of Action**

23 16. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
25 willfully failing to provide all meal periods to Plaintiff and class members;

26 17. That the Court make an award to the Plaintiff and class members of one (1)
27 hour of pay at each employee's regular rate of pay for each workday that a meal period was
28 not provided;

1 18. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 19. For premiums pursuant to California Labor Code section 226.7(c);

4 20. For pre-judgment interest on any unpaid meal period premiums from the date
5 such amounts were due, or as otherwise provided by law;

6 21. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 22. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Fourth Cause of Action**

11 23. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
13 failing to authorize and permit Plaintiff and class members to take all rest periods;

14 24. That the Court make an award to the Plaintiff and class members of one (1) hour
15 of pay at each employee's regular rate of pay for each workday that a rest period was not
16 authorized and permitted;

17 25. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 26. For premiums pursuant to California Labor Code section 226.7(c);

20 27. For pre-judgment interest on any unpaid rest period premiums from the date
21 such amounts were due, or as otherwise provided by law;

22 28. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

24 29. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Fifth Cause of Action**

27 30. That the Court declare, adjudge and decree that Defendants violated the
28 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC

1 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
2 itemized wage statements thereto;

3 31. For all actual, consequential, and incidental losses and damages, according to
4 proof;

5 32. For injunctive relief pursuant to California Labor Code section 226(h);

6 33. For statutory penalties pursuant to California Labor Code section 226(e);

7 34. For attorneys' fees and costs pursuant to California Labor Code section
8 226(e)(1); and

9 35. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 **As to the Sixth Cause of Action**

12 36. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
14 meal and rest period premiums, and/or reporting time pay owed at the time of termination of
15 the employment of Plaintiff and other terminated class members;

16 37. For all actual, consequential and incidental losses and damages, according to
17 proof;

18 38. For waiting time penalties according to proof pursuant to California Labor
19 Code section 203 for all employees who have left Defendants' employ;

20 39. For pre-judgment interest on any unpaid wages from the date such amounts
21 were due, or as otherwise provided by law;

22 40. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

24 41. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Seventh Cause of Action**

27 42. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members

overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A) by failing to provide Plaintiff and class members with reporting time pay;

49. For all actual, consequential and incidental losses and damages, according to proof;

50. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law; and

51. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

53. For unpaid business-related expenses and such general and special damages as may be appropriate;

1 54. For pre-judgment interest on any unpaid business-related expenses from the
2 date such amounts were due, or as otherwise provided by law;

3 55. For all actual, consequential, and incidental losses and damages, according to
4 proof;

5 56. For attorneys' fees and costs pursuant to California Labor Code section
6 2802(c), or as otherwise provided by law; and

7 57. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Tenth Cause of Action**

10 58. That the Court declare, adjudge and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
12 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
13 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
14 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
15 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
16 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
17 earned wages upon termination); 204 (by failing to timely pay all earned wages during
18 employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time
19 pay); and 2802 (by failing to reimburse business expenses);

20 59. For civil penalties pursuant to the California Labor Code, including sections
21 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code
22 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
23 1198, and 2802;

24 60. For attorneys' fees and costs pursuant to California Labor Code section
25 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
26 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
27 1197, 1197.1, 1198, and 2802;

28 61. For pre-judgment and post-judgment interest as provided by law; and

62. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

63. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to pay Plaintiff and class members reporting time pay, and failing to reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

64. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

65. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

66. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

67. For such other and further relief as the Court may deem equitable and appropriate.

As to the Twelfth Cause of Action

68. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

1 69. For restitution of the statutory benefits under section 226.7 unfairly withheld
2 from Plaintiff and class members and prejudgment interest from the day such amounts were
3 due and payable;

4 70. For the appointment of a receiver to receive, manage and distribute any and all
5 funds disgorged from Defendants and determined to have been wrongfully acquired by
6 Defendants as a result of violations of California Business & Professions Code sections
7 17200, *et seq.*;

8 71. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
9 California Code of Civil Procedure section 1021.5;

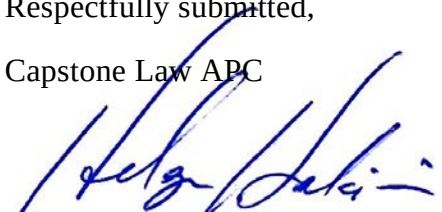
10 72. For pre-judgment and post-judgment interest as provided by law; and

11 73. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 Dated: May 28, 2024

Respectfully submitted,

Capstone Law APC

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15
16
17 By: 

Orlando Villalba

Helga Hakimi

Joseph D. Parsons

Attorneys for Plaintiff Karl DeMasi

EXHIBIT “1”



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March 19, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Karl DeMasi v. Natomas AL MC Care Properties, LLC, et al.*

Dear PAGA Administrator:

This office represents Karl DeMasi in connection with his claims under the California Labor Code. Mr. DeMasi was an employee of NATOMAS AL MC CARE PROPERTIES, LLC; NATOMAS SENIOR COMMUNITIES LLC; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; EL DORADO CARE PROPERTIES, LLC; ELK GROVE CARE PROPERTIES, LLC; FOLSOM MC CARE PROPERTIES, LLC; FULLERTON MC CARE PROPERTIES, LLC; GARDEN GROVE MC CARE PROPERTIES, LLC; GH SENIOR LIVING, LLC; MONTEREY VENTURES, LLC; MV SENIOR LIVING, LLC; PC AL MC CARE PROPERTIES, LLC; PRI SUNOL LLC; REDDING MC CARE PROPERTIES, LLC; REDLAND MC CARE PROPERTIES, LLC; SAN DIMAS MC CARE PROPERTIES, LLC; SANTA ANA MC CARE PROPERTIES, LLC; SUNRISE OAKS MC CARE PROPERTIES, LLC; THE VILLAGE AT SEVEN OAKS AL MC, LLC; VINEYARD FG MC CARE PROPERTIES, LLC; and/or WOODLAND HILLS MC CARE PROPERTIES LLC. For the purpose of this letter, Mr. DeMasi collectively refers to these entities as "NATOMAS."

The employers may be contacted directly at the addresses below:

NATOMAS AL MC CARE PROPERTIES, LLC
7420 BRIDGEPORT RD SUITE 105
PORTLAND, OR 97224

NATOMAS SENIOR COMMUNITIES LLC
7420 BRIDGEPORT RD. SUITE 105
PORTLAND, OR 97224

FRONTIER MANAGEMENT LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

FRONTIER SENIOR LIVING, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

EL DORADO CARE PROPERTIES, LLC
2288 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

EL DORADO CARE PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

ELK GROVE CARE PROPERTIES, LLC
1650 SHAW AVE
CLOVIS, CA 93611

FOLSOM MC CARE PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835

FULLERTON MC CARE PROPERTIES, LLC
1510 EAST COMMONWEALTH AVE
FULLERTON, CA 92831

GARDEN GROVE MC CARE PROPERTIES, LLC
11848 VALLEY VIEW ST
GARDEN GROVE, CA 92845

GH SENIOR LIVING, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

MONTEREY VENTURES, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

MV SENIOR LIVING, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

PC AL MC CARE PROPERTIES, LLC
3791 CROWELL RD
TURLOCK, CA 95382

PRI SUNOL LLC
5980 SUNOL BLVD.
PLEASANTON, CA 94566

PRI SUNOL LLC
PO BOX 415
DIABLO, CA 94566

REDDING MC CARE PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835

REDLAND MC CARE PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835

SAN DIMAS MC CARE PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

SANTA ANA MC CARE PROPERTIES, LLC
3730 SOUTH GREENVILLE ST
SANTA ANA, CA 92704

SUNRISE OAKS MC CARE PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

THE VILLAGE AT SEVEN OAKS AL MC, LLC
4301 BUENA VISTA ROAD
BAKERSFIELD, CA 93307

VINEYARD FG MC CARE PROPERTIES, LLC
200 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA 95403

WOODLAND HILLS MC CARE PROPERTIES LLC
6221 FALLBROOK AVE
WOODLAND HILLS, CA 91367

Mr. DeMasi intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. DeMasi seeks relief on behalf of himself, the State of California, and other persons who are or were employed by NATOMAS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

NATOMAS employed Mr. DeMasi as an hourly paid, non-exempt employee from approximately January 2023 to August 2023. Mr. DeMasi worked for NATOMAS as a Line Cook and Dish Aide at its facilities in El Dorado Hills, California, and Sacramento, California. During his employment, Mr. DeMasi typically worked eight (8) hours or more per day and five (5) days or more per week. At the time his employment ended, Mr. DeMasi was compensated approximately \$22.00 per hour. His primary job duties included, without limitation, preparing and plating food for residents.

NATOMAS committed one or more of the following Labor Code violations against Mr. DeMasi, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

NATOMAS’s Company-Wide and Uniform Payroll and HR Practices

NATOMAS AL MC CARE PROPERTIES, LLC; NATOMAS SENIOR COMMUNITIES LLC; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; MONTEREY VENTURES, LLC; and SUNRISE OAKS MC CARE PROPERTIES, LLC are Oregon limited liability companies while EL DORADO CARE PROPERTIES, LLC; ELK GROVE CARE PROPERTIES, LLC; FOLSOM MC CARE PROPERTIES, LLC; FULLERTON MC CARE PROPERTIES, LLC; GARDEN GROVE MC CARE PROPERTIES, LLC; GH SENIOR LIVING, LLC; MV SENIOR LIVING, LLC; PC AL MC CARE PROPERTIES, LLC; PRI SUNOL LLC; REDDING MC CARE PROPERTIES, LLC; REDLAND MC CARE PROPERTIES, LLC; SAN DIMAS MC CARE PROPERTIES, LLC; SANTA ANA MC CARE PROPERTIES, LLC; THE VILLAGE AT SEVEN OAKS AL MC, LLC; VINEYARD FG MC CARE PROPERTIES, LLC; and WOODLAND HILLS MC CARE PROPERTIES LLC are California limited liability companies. Together, they are a senior housing operator in the United States, with at least 13 properties in California. Upon information and belief, NATOMAS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Portland, Oregon, for all non-exempt, hourly paid employees working for NATOMAS in California, including Mr. DeMasi and other aggrieved employees. At all relevant times, NATOMAS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. DeMasi and other aggrieved employees, regardless of their location or position.

Upon information and belief, NATOMAS maintains a centralized Payroll department at its corporate headquarters in Portland, Oregon, which processes payroll for all non-exempt, hourly paid employees working for NATOMAS in California, including Mr. DeMasi and other aggrieved employees. Further, NATOMAS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. DeMasi and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, NATOMAS utilized the same methods and formulas when calculating wages due to Mr. DeMasi and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40)

¹ These facts, theories, and claims are based on Mr. DeMasi’s experience and counsel’s review of those records currently available relating to Mr. DeMasi’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. DeMasi reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

NATOMAS willfully failed to pay all overtime wages owed to Mr. DeMasi and other aggrieved employees. During the relevant time period, Mr. DeMasi and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, NATOMAS had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. DeMasi and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with NATOMAS's use of labor budgets and assignment of heavy workloads, led Mr. DeMasi and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, about once per month, Mr. DeMasi and other aggrieved employees were required to complete assisted living online training programs, which took approximately two (2) hours to complete each time. However, NATOMAS's management directed employees to complete some of these programs on their own time, at home, and failed to provide a means for Mr. DeMasi and other aggrieved employees to record this time spent working.

Second, NATOMAS had, and continues to have, a company-wide policy and/or practice of requiring Mr. DeMasi and other aggrieved employees to perform work off-the-clock after their scheduled shifts. For example, approximately 3-4 times per week, Mr. DeMasi and other aggrieved employees were required to communicate with NATOMAS's management via text messages outside of their scheduled shift times, regarding work assignments or tasks completed during a prior shift. Although NATOMAS required Mr. DeMasi and other aggrieved employees to respond to these messages, NATOMAS did not provide Mr. DeMasi and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent communicating with management.

Third, as stated, NATOMAS had, and continues to have, a company-wide policy of strictly staffing its facilities based on the labor hours allocated by each facility's labor or payroll budget set by the corporate office. This practice of labor budgeting and/or limited payroll allocation, combined with the assignment of heavy workloads, has resulted in the understaffing of its locations, including the adoption of a single-staffing model for certain positions, and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload. Because NATOMAS did not employ or staff a sufficient number of employees, such as Line Cooks or Dish Aides, to handle the heavy workload, including meeting resident and staff mealtime deadlines, there was no one available to relieve employees needing meal period coverage, and Mr. DeMasi and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, NATOMAS has a practice of failing to schedule meal periods, which further caused Mr. DeMasi and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. DeMasi missed his meal periods one (1) to two (2) times per week due to lack of coverage and heavy workload. As a further example, NATOMAS's management interrupted Mr. DeMasi's meal periods nearly daily to discuss work assignments or assign tasks that needed to be completed.

Fourth, on information and belief, because NATOMAS frowned upon employees accruing meal period penalties, NATOMAS's management pressured Mr. DeMasi and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by NATOMAS. Additionally, NATOMAS's timekeeping system prevented Mr. DeMasi and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. DeMasi and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, NATOMAS did not record all hours worked during meal periods, and Mr. DeMasi and other aggrieved employees performed work during meal periods for which they were not paid.

Fifth, on information and belief, NATOMAS maintained a company-wide on-premises meal period policy, which mandated that Mr. DeMasi and other aggrieved employees remain on NATOMAS's premises during their unpaid meal periods. Because Mr. DeMasi and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, NATOMAS effectively maintained control over Mr. DeMasi and other aggrieved employees during their unpaid meal periods.

NATOMAS knew or should have known that as a result of these company-wide practices and/or policies, Mr. DeMasi and other aggrieved employees were performing their assigned duties off-the-clock before and after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. DeMasi and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. DeMasi and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, NATOMAS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, NATOMAS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, NATOMAS failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, NATOMAS failed to pay all overtime wages by paying a lower overtime rate than required.

NATOMAS's failure to pay Mr. DeMasi and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum

so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

First, as set forth above, as a result of NATOMAS’s policy of limiting the amount of overtime employees could accrue, pursuant to its labor budget practices, NATOMAS required Mr. DeMasi and other aggrieved employees to perform work off-the-clock. As stated, NATOMAS required Mr. DeMasi and other aggrieved employees to perform work off-the-clock outside of their scheduled shift start and end times, such as completing assisted living online training programs and communicating with NATOMAS’s management regarding work-related issues. As a result, NATOMAS failed to track this time that Mr. DeMasi and other aggrieved employees spent working off-the-clock, and thus, Mr. DeMasi and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to NATOMAS’s company-wide policies and/or practices of utilizing labor budgets, understaffing its locations (including adopting a single-staffing model for certain positions), assigning heavy workloads, failing to schedule meal periods, and requiring employees to stay on the work premises during meal periods, Mr. DeMasi and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, to limit the meal penalties that NATOMAS would otherwise owe, NATOMAS pressured Mr. DeMasi and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Also, as set forth above, NATOMAS’s timekeeping system locked out Mr. DeMasi and other aggrieved employees for 30 minutes when they clocked out for a meal period and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, NATOMAS systematically failed to pay Mr. DeMasi and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, NATOMAS did not pay minimum wages for all hours worked by Mr. DeMasi and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NATOMAS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, NATOMAS regularly failed to pay at least minimum wages to Mr. DeMasi and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except

that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated above, NATOMAS had, and continues to have, a company-wide policy and/or practice of understaffing (including adopting a single-staffing model for certain positions) due to its use of a labor budget and/or limited payroll allocation, which, combined with the assignment of heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Mr. DeMasi and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. DeMasi and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately once or twice per week, Mr. DeMasi was required to work through his meal periods or could not take his meal periods until after five (5) hours into his shifts, due to the heavy workload and lack of coverage. Thus, NATOMAS failed to provide Mr. DeMasi and other aggrieved employees with compliant, 30-minute meal periods.

Second, as set forth above, on information and belief, because NATOMAS frowned upon employees accruing meal period penalties, NATOMAS's management pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by NATOMAS. Also, as stated, NATOMAS's company-wide timekeeping system prevented Mr. DeMasi and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. DeMasi and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. For example, Mr. DeMasi was unable to record when his meal periods were interrupted or shortened by NATOMAS's management wanting to discuss work-related matters, such as asking him to take out trash or raising an issue with a completed task.

Third, as stated, on information and belief, NATOMAS maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Mr. DeMasi and other aggrieved employees remain on the work premises during the meal periods. Because Mr. DeMasi and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, NATOMAS effectively maintained control over Mr. DeMasi and other aggrieved employees during meal periods.

Fourth, NATOMAS did not provide Mr. DeMasi and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, during the relevant time period, Mr. DeMasi worked shifts in excess of 10 hours in one day and never took a second meal period. Mr. DeMasi and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, NATOMAS knew or should have known that, as a result of these policies, Mr. DeMasi and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. NATOMAS further knew or should have known that NATOMAS did not pay Mr. DeMasi and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

Furthermore, NATOMAS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. DeMasi and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that NATOMAS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, NATOMAS did not pay other aggrieved employees at the correct rate of pay for premiums because NATOMAS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, NATOMAS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

During the relevant time period, NATOMAS regularly failed to authorize and permit Mr. DeMasi and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NATOMAS's company-wide use of labor budgeting and/or limited payroll allocation, understaffing and/or single-staffing, and assigning heavy workloads resulted in a lack of rest period coverage and prevented Mr. DeMasi and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. NATOMAS also failed to schedule rest periods, which, coupled with NATOMAS's failure to provide adequate rest

period coverage, further led to Mr. DeMasi and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, NATOMAS maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. DeMasi and other aggrieved employees remain on the work premises during their rest periods. Because Mr. DeMasi and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, NATOMAS effectively maintained control over Mr. DeMasi and other aggrieved employees during rest periods.

As a result of NATOMAS's practices and policies, Mr. DeMasi and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. DeMasi had to forego his rest periods because the kitchen was busy and did not have coverage.

NATOMAS has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. DeMasi and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that NATOMAS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, NATOMAS did not pay other aggrieved employees at the correct rate of pay for premium wages because NATOMAS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of compensation, in the regular rate of pay.

Accordingly, NATOMAS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep, and provide true, accurate, and complete employment records. NATOMAS has not provided Mr. DeMasi and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, NATOMAS has knowingly and intentionally provided Mr. DeMasi and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NATOMAS issued uniform wage statements to Mr. DeMasi and other aggrieved

employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, NATOMAS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because NATOMAS did not record the time Mr. DeMasi and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), NATOMAS did not list the correct amount of gross wages and net wages earned by Mr. DeMasi and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, NATOMAS failed to accurately list the total number of hours worked by Mr. DeMasi and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Further, because NATOMAS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, NATOMAS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, NATOMAS failed to list the correct amount of net wages in violation of section 226(a)(5). NATOMAS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), NATOMAS willfully failed to maintain accurate payroll records for Mr. DeMasi and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, NATOMAS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and

meal period start and end times for Mr. DeMasi and other aggrieved employees, in violation of section 1198. Also, in light of NATOMAS's failure to provide Mr. DeMasi and other aggrieved employees with second 30-minute meal periods to which they were entitled, NATOMAS kept no records of meal start and end times for second meal periods.

Because NATOMAS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. DeMasi and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. DeMasi and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, NATOMAS willfully failed to pay Mr. DeMasi and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California 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 his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

NATOMAS willfully failed to pay Mr. DeMasi and other aggrieved employees who are no longer employed by NATOMAS the earned and unpaid wages set forth above, including but not limited to,

overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving NATOMAS's employ.

Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, NATOMAS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because NATOMAS failed to pay Mr. DeMasi and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

NATOMAS had a company-wide practice of sending Mr. DeMasi and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. DeMasi and other aggrieved employees for half of their usual or scheduled shift. For example, when scheduled to work an eight (8) hour shift, NATOMAS's managers sent Mr. DeMasi home two (2) hours after the start of his shift. Although Mr. DeMasi and other aggrieved employees reported to work based on the schedule that was provided to them, NATOMAS would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, NATOMAS did not pay Mr. DeMasi and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Mr. DeMasi and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, NATOMAS, on a company-wide basis, required that Mr. DeMasi and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. DeMasi and other aggrieved employees would be contacted on their personal mobile devices by their managers and/or supervisors to discuss work-related matters such as assigning tasks. Although NATOMAS required Mr. DeMasi and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, NATOMAS failed to reimburse them for these costs.

Additionally, during the relevant time period, NATOMAS required Mr. DeMasi and other aggrieved employees to wear a chef coat, chef pants, and a chef hat or a baseball cap. However, due to the nature of working in the kitchen, Mr. DeMasi's and other aggrieved employees' uniforms would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their other clothing items, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, NATOMAS failed to maintain the uniforms it required Mr. DeMasi and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

NATOMAS could have provided Mr. DeMasi and other aggrieved employees with the actual tools for use on the job, such as company mobile devices, as well as access to laundering services; or NATOMAS could have reimbursed employees for the costs of their mobile device usage and laundering expenses or provided a uniform maintenance allowance. Instead, NATOMAS passed these operating costs off onto Mr. DeMasi and other aggrieved employees. At all relevant times, Mr. DeMasi did not earn at least two (2) times the minimum wage.

Thus, NATOMAS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. DeMasi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid

employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” NATOMAS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. DeMasi’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. DeMasi seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. DeMasi, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against NATOMAS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. DeMasi seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: NATOMAS AL MC CARE PROPERTIES, LLC (via U.S. Certified Mail); NATOMAS SENIOR COMMUNITIES LLC (via U.S. Certified Mail); FRONTIER MANAGEMENT LLC (via U.S. Certified Mail); FRONTIER SENIOR LIVING, LLC (via U.S. Certified Mail); EL DORADO CARE PROPERTIES, LLC (via U.S. Certified Mail); ELK GROVE CARE PROPERTIES, LLC (via U.S. Certified Mail); FOLSOM MC CARE PROPERTIES, LLC (via U.S. Certified Mail); FULLERTON MC CARE PROPERTIES, LLC (via U.S. Certified Mail); GARDEN GROVE MC CARE PROPERTIES, LLC (via U.S. Certified Mail); GH SENIOR LIVING, LLC (via U.S. Certified Mail); MONTEREY VENTURES, LLC (via U.S. Certified Mail); MV SENIOR LIVING, LLC (via U.S. Certified Mail); PC AL MC CARE PROPERTIES, LLC (via U.S. Certified Mail); PRI SUNOL LLC (via U.S. Certified Mail); REDDING MC CARE PROPERTIES, LLC (via U.S. Certified Mail); REDLAND MC CARE PROPERTIES, LLC (via U.S. Certified Mail); SAN DIMAS MC CARE PROPERTIES, LLC (via U.S. Certified Mail); SANTA ANA MC CARE PROPERTIES, LLC (via U.S. Certified Mail); SUNRISE OAKS MC CARE PROPERTIES, LLC (via U.S. Certified Mail); THE VILLAGE AT SEVEN OAKS AL MC, LLC (via U.S. Certified Mail); VINEYARD FG MC CARE PROPERTIES, LLC (via U.S. Certified Mail); WOODLAND HILLS MC CARE PROPERTIES LLC (via U.S. Certified Mail)

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1875 Century Park, East, 1000
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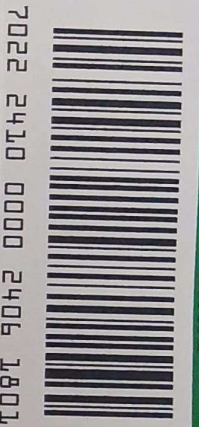
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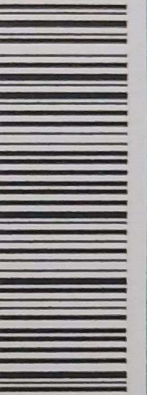
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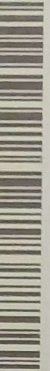
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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) \$
Return Receipt (electronic) \$

natphms
benqbi
Postmark

EL DORADO CARE
PROPERTIES, LLC
2288 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

PS Form 3800, April 2015 PSN 7530-02-000-9053

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA, 90067



7022 2410 0000 2406 1627

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postage

nat ginas
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Potomac

EL DORADO CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

7022 2410 0000 2406 1627

PS Form 3811, April 2010 PSN 7530-02-000-9053

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

EL DORADO CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224



9590 9402 7690 2122 7210 34

2 Article Number (transfer from service label)

7022 2410 0000 2406 1627

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

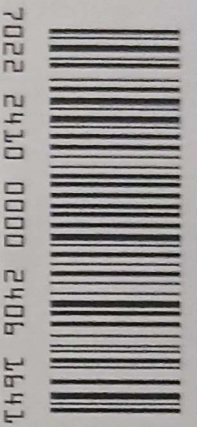
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EL DORADO CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1641

ELK GROVE CARE
PROPERTIES, LLC
1650 SHAW AVE
CLOVIS, CA 93611

7022 2410 0000 2406 1641

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (attach box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 3.00
☐ Return Receipt (electronic) \$ 0.00

Handwritten: natynas
damisi

ELK GROVE CARE
PROPERTIES, LLC
1650 SHAW AVE
CLOVIS, CA 93611

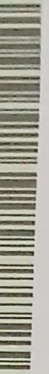
PS Form 3800, April 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ELK GROVE CARE
PROPERTIES, LLC
1650 SHAW AVE
CLOVIS, CA 93611

9590 9402 7690 2122 7210 41



2. 7022 2410 0000 2406 1641

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

1. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express [®] |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail [™] |
| ☒ Certified Mail [®] | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation [™] |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

(over \$500)

Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1702

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ ☐ ☐

Postmark
Date: 06/15/2020
Time: 10:06:11

7022 2410 0000 2406 1702

FOLSOM MC CARE
PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835

City

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

FOLSOM MC CARE
PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835



9590 9402 7690 2122 7211 19

Article Number (Transfer from service label)

7022 2410 0000 2406 1702

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1009

FULLERTON MC CARE
PROPERTIES, LLC
1510 EAST COMMONWEALTH AVE
FULLERTON, CA 92831

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

FULLERTON MC CARE
PROPERTIES, LLC
1510 EAST COMMONWEALTH AVE
FULLERTON, CA 92831

9590 9402 7690 2122 7211 02



COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1009

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com.

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery

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Devin 61

7022 2410 0000 2406 1009

FULLERTON MC CARE
PROPERTIES, LLC
1510 EAST COMMONWEALTH AVE
FULLERTON, CA 92831

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2406 1689



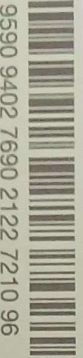
CERTIFIED MAIL

GARDEN GROVE MC CARE
PROPERTIES, LLC
11848 VALLEY VIEW ST
GARDEN GROVE, CA 92845

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

GARDEN GROVE MC CARE
PROPERTIES, LLC
11848 VALLEY VIEW ST
GARDEN GROVE, CA 92845



9590 9402 7690 2122 7210 96

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1689

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

B. Received by (Printed Name)

☐ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

Matyamas
V. Magi

GARDEN GROVE MC CARE
PROPERTIES, LLC
11848 VALLEY VIEW ST
GARDEN GROVE, CA 92845

7022 2410 0000 2406 1689

PS Form 3800, April 2015 PSN 7530-02-000-9017

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1696

GH SENIOR LIVING, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

GH SENIOR LIVING, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224



9590 9402 7690 2122 7210 89

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1696

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

- ☐ Agent
- ☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

- ☐ Yes
- ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2406 1696

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

\$

Postmark

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GH SENIOR LIVING, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2406 1665



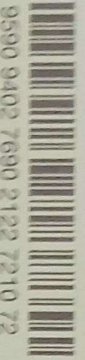
CERTIFIED MAIL

MONTEREY VENTURES, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

MONTEREY VENTURES, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224



9590 9402 7690 2122 7210 72

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1665

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2406 1665

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, and fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

hatomas
Deماج

MONTEREY VENTURES, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

PS Form 3800, April 2019 PSN 7530-02-000-9047

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2406 1672

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) \$
Return Receipt (electronic) \$
Matuszewska
DeMasi

MV SENIOR LIVING, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

MV SENIOR LIVING, LLC
7420 BRIDGEPORT RD #105
PORTLAND, OR 97224

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ X
- B. Received by (Printed Name) ☐ Agent ☐ Addressee
- C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

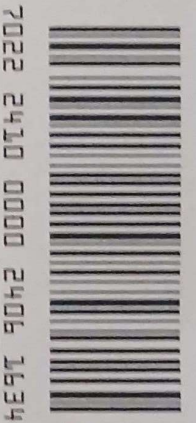
9590 9402 7690 2122 7210 65

7022 2410 0000 2406 1672

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1634

PC AL MC CARE
PROPERTIES, LLC
3791 CROWELL RD
TURLOCK, CA 95382

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PC AL MC CARE
PROPERTIES, LLC
3791 CROWELL RD
TURLOCK, CA 95382

9590 9402 7690 2122 7210 58

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1634

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

Extra Services & Fees (Include box, add fee as appropriate)

Return Receipt (hardcopy)

Signature Receipt (hardcopy)

Postage

Pay

104

9

50

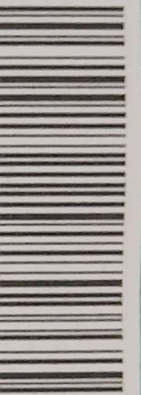
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70

PC AL MC CARE
PROPERTIES, LLC
3791 CROWELL RD
TURLOCK, CA 95382

h40mas
V.
De masi

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1740

PRI SUNOL LLC
5980 SUNOL BLVD.
PLEASANTON, CA 94566

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse
on that you can return the card to you.

PRI SUNOL LLC
5980 SUNOL BLVD.
PLEASANTON, CA 94566

9590 9402 7690 2122 7209 76



2. PS Form 3811, July 2020 PSN 7530-02-000-9053

7022 2410 0000 2406 1740

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

Received by (Printed Name)

☐ Agent
☐ Addressee

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

Signature Confirmation

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

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Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

Signature Confirmation Restricted Delivery

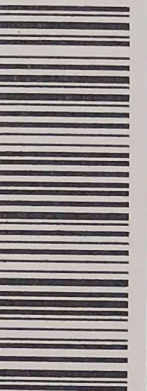
Signature Confirmation Restricted Delivery

7022 2410 0000 2406 1740

PRI SUNOL LLC
5980 SUNOL BLVD.
PLEASANTON, CA 94566

h4tom45
v.
04m45'

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1757

PRI SUNOL LLC
PO BOX 415
DIABLO, CA 94566

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

PRI SUNOL LLC
PO BOX 415
DIABLO, CA 94566



9590 9402 7690 2122 7211 88

2. Article Number Transfer from carrier label

7022 2410 0000 2406 1757

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
Postmark

PRI SUNOL LLC
PO BOX 415
DIABLO, CA 94566

PS Form 3800, April 2015 PSN 7530-02-000-8007 See Reverse for Instructions

CERTIFIED MAIL

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

Agent

☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery

Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

9590 9402 7690 2122 7211 71

7022 2410 0000 2406 1764

(over \$500)

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2406 1764

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (electronic)

2

Na + OHNaS
v_i
Demasi

REDDING MC CARE
PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1771

REDLAND MC CARE
PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835

7022 2410 0000 2406 1771

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

PSN 7022 2410 0000 2406 1771
PSN 7022 2410 0000 2406 1771
PSN 7022 2410 0000 2406 1771

DATE
TIME
BY
OFFICIAL USE

REDLAND MC CARE
PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835

PS Form 3811, April 2015 PSN 7530-02-000-9053

See Reverse for instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

REDLAND MC CARE
PROPERTIES, LLC
2001 ROSE ARBOR DR
SACRAMENTO, CA 95835



9590 9402 7690 2122 7211 64

7022 2410 0000 2406 1771

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

□ Agent
□ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



7022 2410 0000 2406 1016

SAN DIMAS MC CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SAN DIMAS MC CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224



9590 9402 7690 2122 7211 57

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1016

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery

1. Signature

2. Signature

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

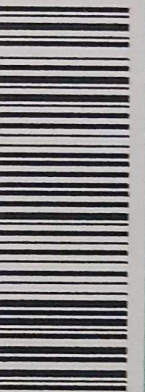
San Dimas
Properties

SAN DIMAS MC CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

PS Form 3800, APRIL 2015 PSN 7530-02-000-8047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1023

SANTA ANA MC CARE
PROPERTIES, LLC
3730 SOUTH GREENVILLE ST
SANTA ANA, CA 92704

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

SANTA ANA MC CARE
PROPERTIES, LLC
3730 SOUTH GREENVILLE ST
SANTA ANA, CA 92704



9590 9402 7690 2122 7211 40

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1023

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

nat 04/15
04/16/17

7022 2410 0000 2406 1023

SANTA ANA MC CARE
PROPERTIES, LLC
3730 SOUTH GREENVILLE ST
SANTA ANA, CA 92704

PS Form 3800, April 2015 PSN 7530-02-000-0047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1030

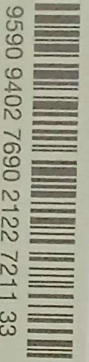
CERTIFIED MAIL

SUNRISE OAKS MC CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

SUNRISE OAKS MC CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224



9590 9402 7690 2122 7211 33

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1030

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

B. Received by (Printed Name)

Address

C. Date of Delivery

Yes

No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2406 1030

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
Premium Receipt (hardcopy) \$
Premium Receipt (electronic) \$

Natasha Demagi Postmark

SUNRISE OAKS MC CARE
PROPERTIES, LLC
7420 BRIDGEPORT RD, #105
PORTLAND, OR 97224

PS Form 3800, April 2015 PSN 7530-02-000-5047

See Reverse for Instructions

CERTIFIED MAIL

7022 2410 0000 0T42 2202

[illegible]

THE VILLAGE AT SEVEN
OAKS AL MC, LLC
4301 BUENA VISTA ROAD
BAKERSFIELD, CA 93307

7022 2410 0000 2406 1719

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

НАТОМАС V.

Extra Services & Fees (check box, add fee as appropriate) \$

5

☐ Return Receipt (electronic)

50

Postscript

THE VILLAGE AT SEVEN
OAKS AL MC, LLC
4301 BUENA VISTA ROAD
BAKERSFIELD, CA 93307

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

THE VILLAGE AT SEVEN
OAKS AL MC, LLC
4301 BUENA VISTA ROAD
BAKERSFIELD, CA 93307

9590 9402 7690 2122 7209 38

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1779

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

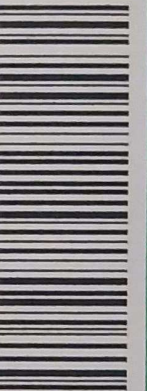
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7022 2410 0000 2406 1726

VINEYARD FG MC CARE
PROPERTIES, LLC
200 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA 95403

7022 2410 0000 2406 1726

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

NA 40M AS
DE 14 61

Extra Services & Fees (check box, add fee as appropriate)
☒ Premium Receipt (hardcopy) \$
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

VINEYARD FG MC CARE
PROPERTIES, LLC
200 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA 95403

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

For those who are returning this receipt to us:

VINEYARD FG MC CARE
PROPERTIES, LLC
200 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA 95403

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

- ☐ Agent
- ☐ Addressee

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

C. Date of Delivery

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

9590 9402 7690 2122 7209 45

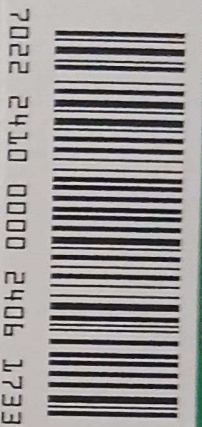


7022 2410 0000 2406 1726

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 1733

WOODLAND HILLS MC CARE
PROPERTIES LLC
6221 FALLBROOK AVE
WOODLAND HILLS, CA 91367

7022 2410 0000 2406 1733

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

hatoymas
De Magi
Postmark

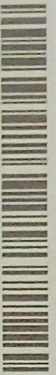
WOODLAND HILLS MC CARE
PROPERTIES LLC
6221 FALLBROOK AVE
WOODLAND HILLS, CA 91367

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

WOODLAND HILLS MC CARE
PROPERTIES LLC
6221 FALLBROOK AVE
WOODLAND HILLS, CA 91367

9590 9402 7690 2122 7211 26



2. Article Number (Transfer from service label)

7022 2410 0000 2406 1733

(over \$500)

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

4. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ELK GROVE CARE
PROPERTIES, LLC
1650 SHAW AVE
CLOVIS, CA 93611



9590 9402 7690 2122 7210 41

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1641

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

J J C 38

C. Date of Delivery

3/21/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

FULLERTON MC CARE
PROPERTIES, LLC
1510 EAST COMMONWEALTH AVE
FULLERTON, CA 92831



9590 9402 7690 2122 7211 02

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1009

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

THE VILLAGE AT SEVEN
OAKS AL MC, LLC
4301 BUENA VISTA ROAD
BAKERSFIELD, CA 93307



9590 9402 7690 2122 7209 38

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1719

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☒ Agent
☐ Addressee

B. Received by (Printed Name)

Michelle Fitch

C. Date of Delivery

3/20/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

WOODLAND HILLS MC CARE
PROPERTIES LLC
6221 FALLBROOK AVE
WOODLAND HILLS, CA 91367



9590 9402 7690 2122 7211 26

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1733

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

VINEYARD FG MC CARE PROPERTIES, LLC
200 FOUNTAINGROVE PARKWAY
SANTA ROSA, CA 95403

9590 9402 7690 2122 7209 45

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1726

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Luís Oseda Cerdas*

☐ Agent
☐ Addressee

3. Received by (Printed Name)
Luís Oseda Cerdas

C. Date of Delivery
3/21/24

4. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

EL DORADO CARE PROPERTIES, LLC
2288 FRANCISCO DRIVE
EL DORADO HILLS, CA 95762

9590 9402 7690 2122 7210 27

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1610

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Bridget Botez*

☐ Agent
☐ Addressee

3. Received by (Printed Name)
Bridget Botez

C. Date of Delivery

4. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

PC AL MC CARE PROPERTIES, LLC
3791 CROWELL RD
TURLOCK, CA 95382

9590 9402 7690 2122 7210 58

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1634

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

PRI SUNOL LLC
5980 SUNOL BLVD.
PLEASANTON, CA 94566

9590 9402 7690 2122 7209 76

2. Article Number (Transfer from service label)
7022 2410 0000 2406 1740

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *H. Venturelli*

☒ Agent
☐ Addressee

3. Received by (Printed Name)
Harmony Venturelli

C. Date of Delivery
3/22/24

4. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

**SANTA ANA MC CARE
PROPERTIES, LLC
3730 SOUTH GREENVILLE ST
SANTA ANA, CA 92704**



9590 9402 7690 2122 7211 40

2. Article Number (Transfer from service label)

7022 2410 0000 2406 1023

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Mary Martin*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

Mary Martin

C. Date of Delivery

3/21/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **May 28, 2024**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Delaware Business Filings
Incorporated
330 N Brand Blvd.
Glendale, CA 91203

Registered Agent for:

NATOMAS AL MC CARE PROPERTIES LLC
NATOMAS SENIOR COMMUNITIES LLC
FRONTIER MANAGEMENT LLC
FRONTIER SENIOR LIVING LLC
EL DORADO CARE PROPERTIES LLC
ELK GROVE CARE PROPERTIES LLC
FOLSOM MC CARE PROPERTIES LLC
FULLERTON MC CARE PROPERTIES LLC
GARDEN GROVE MC CARE PROPERTIES LLC
GH SENIOR LIVING LLC
MONTEREY VENTURES LLC
MV SENIOR LIVING LLC
PC AL MC CARE PROPERTIES LLC
REDDING MC CARE PROPERTIES LLC
REDLAND MC CARE PROPERTIES LLC
SAN DIMAS MC CARE PROPERTIES LLC
SANTA ANA MC CARE PROPERTIES LLC
SUNRISE OAKS MC CARE PROPERTIES LLC
THE VILLAGE AT SEVEN OAKS AL MC LLC
VINEYARD FG MC CARE PROPERTIES LLC
WOODLAND HILLS MC CARE PROPERTIES LLC

Nikolas Kavayiotidis
10 Bella Vista
Diablo, CA 94528

Registered Agent for:
PRI SUNOL LLC

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

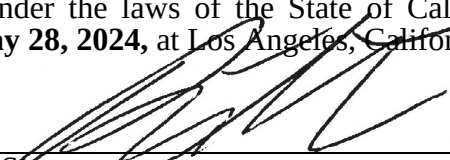
☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted

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electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 28, 2024**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **June 5, 2024**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Sarah K. Hamilton
shamilton@constangy.com

Stacy Hovan

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Barbara Antonucci

bantonucci@constangy.com

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601 Montgomery Street, Suite 350

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Facsimile: 415-918-3009

Attorneys for Defendants:

NATOMAS AL MC CARE PROPERTIES LLC

NATOMAS SENIOR COMMUNITIES LLC

FRONTIER MANAGEMENT LLC

FRONTIER SENIOR LIVING LLC

EL DORADO CARE PROPERTIES LLC

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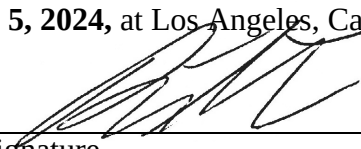
[X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

[] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on **June 5, 2024**, at Los Angeles, California.

3 Riley McIntire
4 Type/Print Name


5 Signature