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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KAYLANI LEPOLO, an individual, on
behalf of herself and others similarly situated

PLAINTIFF,

v.

CORONA POST ACUTE, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CVRI2401478

**[Case Assigned for All Purposes to Hon.
Judge Harold W. Hopp in Dept. 1]**

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
2. Failure to Issue Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a)
3. Violation of Labor Code §§ 226(f) and 1198.5
4. Violation of Business & Professions Code § 17200
5. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff KAYLANI LEPOLO, an individual, on behalf of herself, all others similarly
2 situated, complains of Defendant CORONA POST ACUTE, LLC (“Defendant”) and each of them,
3 as follows:

4 **I.**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
7 Plaintiff and a Proposed Class defined as:

8 All persons who are employed or have been employed as a non-
9 exempt employee by Corona Post Acute, LLC, in the State of
10 California who worked one or more pay periods since four (4) years
prior to the filing of this action to the present. (“Proposed Class”)

11 2. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using their
13 personal cell phones for business related purposes on a daily basis. Plaintiff and the Proposed
14 Class were required by Defendant to use their personal cell phones to communicate with doctors
15 and co-workers, check e-mails, and clock-in and out of work, among other things, and this was
16 necessary to perform their job duties. These cell phones were not provided by Defendant, and
17 Defendant failed to reimburse Plaintiff and the Proposed Class for the costs associated with using
18 these personal cell phones.

19 3. For at least four (4) years prior to the filing of this action continuing to the present,
20 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 5-2001
21 and Labor Code § 226(a) by failing to accurately report the total hours worked by Plaintiff and the
22 Proposed Class and the appropriate rate of pay on the itemized wage statements.

23 4. Plaintiff also brings a claim on behalf of herself only for a violation of Labor Code
24 §§226 and 1198.5. Plaintiff requested the right to review her personnel file and her pay records
25 by sending a letter to Defendant. Defendant refused to provide the requested documentation in
26 violation of the statutes. Plaintiff is seeking penalties and injunctive relief.

27 5. Plaintiff, on behalf of herself and all Proposed Class Members brings this action
28 pursuant to Labor Code §§ 226, 1198.5, 2802; Wage Order 5-2001; and California Code of

1 Regulations, Title 8, Section 11050, seeking unreimbursed expenses, accurate itemized wage
2 statements, and other penalties, injunctive and other equitable relief, and reasonable attorneys' fees
3 and costs.

4 6. Plaintiff, on behalf of herself all Proposed Class Members, pursuant to Business &
5 Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of
6 all benefits Defendant enjoyed from its unlawful conduct as described herein.

7 7. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
8 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
9 PAGA and continuing to the present, Defendant has violated Labor Code provisions, as detailed
10 below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of herself and all aggrieved
11 employees presently or formerly employed by Defendant during the liability period as defined in
12 her PAGA notice letter (see Exhibit "1"), brings this representative action pursuant to Labor Code
13 §2699, et seq. seeking penalties for Defendant's failure to reimburse business expenditures, failure
14 to provide accurate itemized wage statements, and failure to provide Plaintiff's requested
15 documentation.

16 **II.**

17 **JURISDICTION AND VENUE**

18 8. This Court has subject matter jurisdiction over all causes of action asserted herein
19 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
20 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
21 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
22 State of California or is subject to adjudication in the courts of the State of California.

23 9. This Court has personal jurisdiction over Defendant because Defendant has caused
24 injuries in the County of Riverside and the State of California through their acts, and by their
25 violation of the California Labor Code, California state common law, and California Business &
26 Professions Code § 17200, et seq.

27 10. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
28 Civil Procedure § 395. Defendant operates within California and does business within Riverside

County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class members within the State of California and the county of Riverside.

11. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

12. Plaintiff files this amended complaint adding a claim for penalties under Labor Code §2699, et seq. as a matter of right. (see Labor Code § 2699.3(a)(2)(C)).

III.

PARTIES

A. PLAINTIFF

13. Plaintiff KAYLANI LEPOLO is a resident of California.

14. Plaintiff and all Proposed Class Members, were regularly required to:

- a. Work without being reimbursed for their out-of-pocket expenses; and,
- b. Work without being provided accurate itemized wage statements.

15. Additionally, Plaintiff requested copies or an opportunity to copy her personnel file and her pay records. Defendant refused to comply with this request in violation of Labor Code §§ 226 and 1198.5.

16. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

B. DEFENDANTS

17. Defendant CORONA POST ACUTE, LLC is believed to be a California corporation operating within the State of California. Defendant's corporate address is believed to be 1401 21st St, Ste R, Sacramento, CA 95811. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

18. The true names and capacities, whether individual, corporate, associate, or

otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

19. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Proposed Class members.

20. Furthermore, Defendants acted in all respects as the employers or joint employers of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or engaged, thereby creating a common law employment relationship, with the Proposed Class. Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

IV.

FACTUAL BACKGROUND

21. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendant. Defendant hires employees who work as hourly employees who are paid on an hourly basis.

22. Upon information and belief, Plaintiff and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal. Code of Regs. § 11050).

23. On a regular and consistent basis, Plaintiff and the Proposed Class have not been properly reimbursed expenses associated with the cost using their cell phones necessary for the completion of their job duties. Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using their personal cell phones for business related purposes on a daily basis. Plaintiff

1 and the Proposed Class were required by Defendant to use their personal cell phones to
2 communicate with doctors and co-workers, check e-mails, and clock-in and out of work, among
3 other things, and this was necessary to perform their job duties. These cell phones were not
4 provided by Defendant, and Defendant failed to reimburse Plaintiff and the Proposed Class for the
5 costs associated with using these personal cell phones.

6 24. On a regular and consistent basis, Plaintiff and the Proposed Class was not provided
7 with accurate itemized wage statements. Plaintiff and the Proposed Class are issued wage
8 statements that do not include the total hours worked by the employee. Also, Defendant issued to
9 Plaintiff and the Proposed Class itemized wage statements that did not include all applicable hourly
10 rates in effect during the pay period and the corresponding number of hours worked at each hourly
11 rate by the employee.

12 25. Defendant willfully failed to provide Plaintiff with her personnel file and pay data
13 after a written request. Plaintiff requested copies or an opportunity to copy her personnel file and
14 her pay records. Defendant refused to comply with this request in violation of Labor Code §§ 226
15 and 1198.5.

16 26. As a result of the acts alleged herein, Defendant violated Labor Code §2699, et seq.

17 **V.**

18 **CLASS ACTION ALLEGATIONS**

19 27. Plaintiff brings this action on behalf of herself and all others similarly situated as a
20 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
21 proposed class composed of and defined as follows:

22 All persons who are employed or have been employed as a non-
23 exempt employee by Corona Post Acute, LLC, in the State of
24 California who worked one or more pay periods since four (4) years
prior to the filing of this action to the present. ("Proposed Class")

25 28. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
26 amend or modify the class description with greater specificity, by division into subclasses, or by
27 limitation to particular issues.

28 29. This action has been brought and may properly be maintained as a class action

under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

30. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

31. Plaintiff alleges that Defendant's employment records would provide information as to the number and location of all Proposed Class Members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

32. There are questions of law and fact common to the Proposed Class that predominate over any questions affecting only individual Proposed Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendant violated Labor Code § 2802 and/or Wage Order 5-2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of cell phone use;

b. Whether Defendant violated Labor Code § 226(a) and/or Wage Order 5-2001 or other applicable IWC Wage Orders by failing to provide accurate itemized wage statements;

c. Whether Defendant violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; and

d. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

e. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

///

C. TYPICALITY

33. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

34. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class.

35. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

36. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to reimburse expenses, issue accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

37. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

38. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by

1 reference all previous paragraphs.

2 39. Labor Code § 2802 provides that an employer shall indemnify his or her employee
3 for all necessary expenditures or losses incurred by the employee in direct consequence of the
4 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
5 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
6 unlawful.

7 40. Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of using
8 their personal cell phones for business related purposes. Plaintiff and the Proposed Class were
9 required by Defendant to use their personal cell phones on a daily basis to communicate with
10 doctors and co-workers, check e-mails, and clock-in and out of work, and this was necessary to
11 perform their job duties. These cell phones were not provided by Defendant, and Defendant failed
12 to reimburse Plaintiff and the Proposed Class for the costs associated with using these personal
13 cell phones.

14 41. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class have
15 been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
16 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

17 **VII.**

18 **SECOND CAUSE OF ACTION**

19 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

20 **VIOLATION OF LABOR CODE § 226(A)**

21 42. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
22 reference all previous paragraphs.

23 43. California Labor Code § 226(a) requires employers to issue wage statements that
24 accurately report total hours worked and the appropriate rates of pay and the corresponding number
25 of hours worked at each hourly rate, and that contain the address of the legal entity that is the
26 employer. (Labor Code §§ 226(a)(2), and (9).)

27 44. On a regular and consistent basis, Defendant has failed to include the appropriate
28 rates of pay and the accurate hours worked on itemized wage statements for Plaintiff and the

Proposed Class.

45. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the Proposed Class are issued wage statements that do not include the total hours worked by the employee.

46. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the Proposed Class are issued wage statements that do not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

47. Defendant's failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

48. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF ONLY

VIOLATION OF LABOR CODE §§ 226 AND 1198.5

49. Plaintiff, on behalf of herself only, realleges and incorporates by reference all previous paragraphs.

50. On December 20, 2023, Plaintiff mailed to Defendant her written request to her employer to copy or to receive a copy of her personnel file and payroll records. The letter cited

1 Labor Code §§ 226 and 1198.5.

2 51. Defendant did not provide the documentation requested by Plaintiff within the
3 statutory time frames.

4 52. Labor Code § 226(f) provides that “[a] failure by an employer to permit a current
5 or former employee to inspect or copy records within the. . .” statutory time frame “. . . entitles the
6 current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
7 (\$750) penalty from the employer.”

8 53. Additionally, Labor Code §226(h) permits an employee to bring an action for
9 injunctive relief to ensure compliance Labor Code § 226 and states that employee is entitled to an
10 award of costs and reasonable attorney’s fees.

11 54. Labor Code § 1198.5(a) states: “Every current and former employee, or his or her
12 representative, has the right to inspect and receive a copy of the personnel records that the
13 employer maintains relating to the employee’s performance or to any grievance concerning the
14 employee.”

15 55. Labor Code § 1198.5(k) provides that if an employer fails to permit an inspection
16 or fails to permit an employee to copy personnel records within the times specified, the current or
17 former employee may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

18 56. Additionally, Labor Code § 1198.5(l) permits an employee to bring an action for
19 injunctive relief to obtain compliance with this section, and may recover costs and reasonable
20 attorney’s fees in such an action.

21 **IX.**

22 **FOURTH CAUSE OF ACTION**

23 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

24 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

25 57. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
26 reference all previous paragraphs.

27 58. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself,
28 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to

1 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
2 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
3 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
4 interest within the meaning of Code of Civil Procedure § 1021.5.

5 59. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
6 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
7 appropriate equitable relief.

8 60. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
9 practices.

10 61. California’s wage and hour laws express fundamental public policies. Providing
11 employees with proper wages and compensation are fundamental public policies of this State and
12 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
13 vigorously minimum labor standards, to ensure that employees are not required or permitted to
14 work under substandard and unlawful conditions, and to protect law-abiding employers and their
15 employees from competitors who lower their costs by failing to comply with minimum labor
16 standards.

17 62. Defendant has violated statutes and public policies as alleged herein. Through the
18 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
19 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
20 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
21 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
22 guaranteed to all employees under law.

23 63. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
24 violation of § 17200, *et seq.* of the Business & Professions Code.

25 64. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
26 of reasonable care, should have known that the conduct was unlawful. It is a violation of § 17200,
27 *et seq.* of the Business & Professions Code.

28 65. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and

1 others similarly situated have been damaged in a sum as may be proven.

2 66. Unless restrained, Defendant will continue to engage in the unlawful conduct as
3 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
4 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
5 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
6 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
7 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
8 Proposed Class the money Defendant has unlawfully failed to pay.

9 **X.**

10 **FIFTH CAUSE OF ACTION**

11 **PLAINTIFF ON BEHALF OF HERSELF AND ALL AGGRIEVED EMPLOYEES**

12 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

13 67. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
14 reference all previous paragraphs.

15 68. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs
16 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
17 226, 1198.5, and 2802 2; IWC Wage Order 14-2001; and California Code of Regulations, Title 8,
18 Section 11140, which call for civil penalties.

19 38. Plaintiffs bring this representative action on behalf of herself and the State of
20 California as well as a group of aggrieved employees defined as: All non-exempt employees who
21 are employed or have been employed by, Corona Post Acute, LLC, in the State of California who
22 worked one or more pay periods since one (1) year prior to the date of this letter and continuing
23 to the present. ("aggrieved employees").

24 69. As a result of the acts alleged above, Plaintiffs, on behalf of themselves and all
25 other aggrieved employees, seek penalties under Labor Code section 2699, *et seq.* because of
26 Defendant's violation of IWC Wage Order 5-2001, for which a civil penalty applies under PAGA.

27 70. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code §
28 2699, *et seq.* because of Defendants' violation of Labor Code §§ 226, 1198.5, and 2802, and IWC

Wage Order-5, which call for civil penalties.

71. For each such penalty, Plaintiffs and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

a. \$100 for the initial violation per employee per pay period.

b. \$200 for each subsequent violation per employee per pay period.

72. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

73. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant's entity address, which is 1401 21st St, Ste R, Sacramento, CA 93309, as proscribed by the Code on March 23, 2024, describing Defendants' conduct in violation of Labor Code §§ 201, 226, 1198.5, and 2802, and IWC Wage Order 5, (see Exhibit "1.") Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (see Exhibit "2"). Additionally, Plaintiffs received signed green return receipts from Defendants, indicating that it received Plaintiffs' letter. (see Exhibit "3").

74. As no letter evidencing the LWDA's intention to investigate was received by Plaintiffs' Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' unreimbursed out of pocket expenses as a requirement of employment;

2. An award of prejudgment and post judgment interest;

3. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper reimbursement

¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

of expenses and wages upon termination/resignation pursuant to Labor Code §§ 226(a), 1108.5, 2802, and IWC 5-2001;

4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);

5. On behalf of herself only, Plaintiff requests penalties pursuant to Labor Code §§ 226(f) and 1198.5(k) and injunctive relief pursuant to Labor Code §§ 226(h) and 1998.5(k) for violation of Labor Code §§ 226 and 1998.5;

6. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

7. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor Code § 226, 1198.5, and 2802;

8. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy the inaccurate itemized wage statements issued to Plaintiff and the Class;

9. An award providing for payment of costs of suit;

10. An award of attorneys' fees; and

11. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

DATED: May 24, 2024

KINGSLEY & KINGSLEY, APC

By:

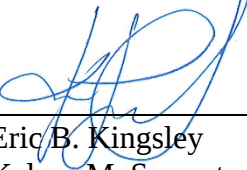

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff KAYLANI LEPOLO and the
Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

March 19, 2024

LABOR & WORKFORCE DEVELOPMENT AGENCY

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

Via Electronic Submission: <https://dir.tfaforms.net/308>

Corona Post Acute, LLC

2600 S Main St

Corona, CA 92882

Via USPS Certified Mail #7022 3330 0002 1335 9438

Corona Post Acute, LLC

c/o Agent for Service of Process

1505 Corporation

REGISTERED AGENTS INC

1401 21st Street, Ste R

Sacramento, CA 95811

Via USPS Certified Mail #7022 3330 0002 1335 9421

Re: Kaylani Lepolo v. Corona Post Acute, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Kaylani Lepolo (“Plaintiff”) and a proposed group of current and former employees working for Corona Post Acute, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by Corona Post Acute, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes. Plaintiff and other aggrieved employees were required by Defendant to use their personal cell phones to communicate with doctors and co-workers, check e-mails, and clock-

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

March 19, 2024

Page 2 of 2

in and out of work, among other things, and this was necessary to perform their job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones.

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendants have violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked at each hourly rate.

Plaintiff also brings a claim on behalf of herself only for a violation of Labor Code §§226 and 1198.5. Plaintiff requested the right to review her personnel file and her pay records by sending a letter to Defendant. Defendant refused to provide the requested documentation in violation of these statutes. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §§226 and 1198.5 with respect to Plaintiff only.

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 226, 1198.5, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

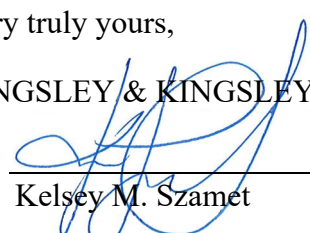
By: 
Kelsey M. Szamet

EXHIBIT "2"



Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

kimberly@kingsleykingsley

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 101

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Kaylani Lepolo

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Corona Post Acute, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2600 S Main St

Employer City *

Corona

Employer State *

California

Employer Zip/Postal Code *

92882

Employer Industry *

Other



Employer Industry for "Other" *

Hospital and Health servic

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☐ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☐ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Eric

Billing Last Name *

Kingsley

Billing Email *

kimberly@kingsleykingsley

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

[REDACTED]

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *****Choose File** LWDA Letter ...rona Post.pdf**Other Attachment – (if any) (must be a .pdf)****Choose File** No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, March 19, 2024 9:02 AM
To: Kimberly Madrid
Subject: Thank you for submission of your PAGA Case.

External Email!

3/19/2024

LWDA Case No. LWDA-CM-1017336-24
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Kaylani Lepolo
Employer: Corona Post Acute, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ckimberly%40kingsleykingsley.com%7Cff8dcba3bde34314e17f08dc482dfcb6%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638464609561972808%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=1FWMMVQWqcbHnWDPEXAraqIFBd3VjbkZDsycxuo6Hu8%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, March 19, 2024 9:03 AM
To: Kimberly Madrid
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1017336-24

Order Number: ORD-000275568

Total:\$75.00

Card Type: [REDACTED]

Date: 3/19/2024

Billing Information

Name: Eric Kingsley

Email: kimberly@kingsleykingsley.com

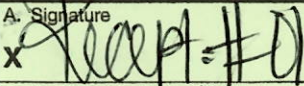
Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

EXHIBIT "3"

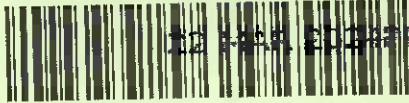
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Corona Prot Acute, LLC 2600 S Main Street Corona, CA 92882		A. Signature  B. Received by (Printed Name) Recpt #01 C. Date of Delivery 3/22/2024 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
9590 9402 8465 3186 4285 28 2. Article Number (Transfer from service label) 7022 3330 0002 1335 9438		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 ☐ Insured Mail Restricted Delivery (over \$500) ☐ 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

USPS TRACKING #

SANTA ANA CA 926



12 444 2024714 1 L



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8465 3186 4285 28

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

Corona Post Office, 240 N. Main St. 3.19.24
Corona, CA

USPS TRACKING #



9590 9402 8465 3186 4285 35



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

*Corona Post Acute PAGA Ltr 3.19.24
C/O Agent*

CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE

DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Corina Post Acute, LLC
c/o Agent for Service of Process
1505 Corporation
Registered Agents Inc.
1401 21st Street, Ste R
Sacramento, CA 95811



9590 9402 8465 3186 4285 35

2. Article Number (Transfer from service label)

7022 3330 0002 1335 9421

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Jacob Smith

C. Date of Delivery

3/25/24

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

☐ Insured Mail

☐ Insured Mail Restricted Delivery
(over \$500)

☐ 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