

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
E-Mail: tluu@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kym Kanenaka (State Bar No. 350890)

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
kym@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com

Polaris Law Group

501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiffs MILTON URBINA AND HECTOR ZAVALA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

MILTON URBINA and HECTOR ZAVALA,
an individual and on behalf of all others
similarly situated;

Plaintiffs,

vs.

MONTECITO RETIREMENT
ASSOCIATION, a California corporation; and
DOES 1 through 50,

Defendants.

Case No.: 24CV03420

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, et seq.)**

1 Plaintiffs MILTON URBINA and HECTOR ZAVALA (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, hereby brings this Second Amended Representative
3 Action Complaint (“Complaint”) against Defendants MONTECITO RETIREMENT
4 ASSOCIATION, a California corporation, and DOES 1 to 50 (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby brings this
8 Complaint for recovery of civil penalties under the California Private Attorneys General Act for
9 Defendants alleged violations of Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558,
10 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission
11 (“IWC”) Wage Order 5-2001 (“Wage Order 5”) This Court has jurisdiction over Defendants’
12 violations of the Labor Code because the amount in controversy exceeds \$35,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including Santa Barbara County, and
15 some of the acts and omissions complained of herein occurred in Santa Barbara County.
16 Furthermore, Plaintiffs were employed by Defendants within Santa Barbara County.

17 **PARTIES**

18 3. Plaintiffs are, and at all times relevant herein were, individuals over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt
21 employees. Plaintiffs were, and are, a victim of Defendants’ policies, practices, and/or customs
22 complained of herein and have been deprived of the rights guaranteed by Labor Code §§ 201-204,
23 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and
24 Wage Order 5.

25 4. Plaintiffs are informed and believe, and based thereon allege, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engaged in, and continue to engage in, business, and employed Plaintiffs and other,
28 similarly-situated non-exempt employees within Santa Barbara County, and the State of California

1 and, therefore, were (and are) doing business in Santa Barbara County and the State of California.

2 5. Plaintiffs does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
6 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
7 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiffs and the Classes (as defined below) to be subject to the unlawful
9 employment practices, wrongs, injuries, and damages complained of herein.

10 6. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 7. Plaintiffs are informed and believe, and based thereon allege, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
18 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
19 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
20 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

21 8. At all times herein mentioned, Defendants, and each of them, were members of, and
22 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 9. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged.

27 **FACTUAL ALLEGATIONS**

28 10. Defendants own and operate the Casa Dorinda retirement community in Montecito,

1 California. Defendants employed Plaintiff Urbina as an hourly-paid, non-exempt employee from
2 approximately July 2023 to approximately June 6, 2024 as a cook.

3 11. Plaintiff Zavala was employed by Defendants as an hourly, non-exempt employee
4 from approximately January 1, 2026, to March 30, 2026. Plaintiff worked for Defendants in
5 Montecito, California.

6 12. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not
8 being compensated for all hours actually worked. Plaintiffs and other non-exempt employees
9 regularly worked more than eight hours in a workday or 40 hours in a workweek. Upon information
10 and belief, Defendants also failed to incorporate multiple rates of pay and/or all non-discretionary
11 remuneration, including shift differentials, into the regular rate of pay. As a result, Plaintiffs and
12 other non-exempt employees were not compensated for all earned overtime wages.

13 13. Defendants failed to provide Plaintiffs and other non-exempt employees with all
14 legally compliant meal periods due to Defendants' meal period policies/practices, which have
15 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
16 and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt
17 employees were not able to take their legally compliant meal breaks due to work demands imposed
18 by Defendants. On those occasions when Plaintiffs and other non-exempt employees were not
19 provided with all legally compliant meal periods to which they were entitled, Defendants failed to
20 compensate Plaintiffs and other non-exempt employees with the required meal period premium(s) at
21 the regular rate of compensation by failing to incorporate multiple rates of pay and/or all non-
22 discretionary remuneration, including shift differentials, into the regular rate of pay.

23 14. Plaintiffs and other non-exempt employees were not authorized and permitted to take
24 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
25 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
26 thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest
27 breaks due to work demands imposed by Defendants. On those occasions when Plaintiffs and other
28 non-exempt employees were not authorized and permitted to take all legally compliant rest periods

1 to which they were entitled, Defendants failed to compensate them with the required rest period
2 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
3 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
4 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
5 period was not authorized and permitted to their non-exempt employees.

6 15. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
7 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift
8 differentials, into the paid sick leave pay rate.

9 16. As a result of Defendants' failure to pay all overtime wages, failure to pay all meal
10 and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above,
11 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to
12 Plaintiffs and other non-exempt employees. Defendants' wage statements also failed to state all
13 rates and corresponding hours worked at each rate, including shift differentials. As a further result
14 of Defendants' failure to pay all overtime wages, sick leave wages, and meal and rest period
15 premium wages, Defendants failed to timely pay all final wages to Plaintiffs and other former non-
16 exempt employees upon their separation of employment from Defendants.

17 **FIRST CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(Against All Defendants)**

20 17. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
21 fully set forth herein.

22 18. Plaintiffs, "aggrieved employees" within the meaning of Labor Code §§ 2698, *et*
23 *seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved
24 Employees"), bring this representative action against Defendants to recover the civil penalties due
25 to Plaintiffs and other Aggrieved Employees, and the State of California according to proof
26 pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for
27 each initial violation for each failure to pay each employee and \$200 for each subsequent violation
28 or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to

1 pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
2 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per
3 pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to
4 Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for
5 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5)
6 pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former
7 employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial
8 violation and \$200 for each subsequent violation per employee per pay period for those violations
9 of the Labor Code for which no civil penalty is specifically provided, based on the following Labor
10 Code violations:

- 11 a. Failing to pay Aggrieved Employees all earned overtime compensation in violation
12 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 13 b. Failing to provide all legally required meal periods, and failure to pay meal period
14 premium wages, to Aggrieved Employees at the regular rate of compensation in
15 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 16 c. Failing to authorize and permit all legally required rest periods, and failure to pay
17 rest period premium wages, to Aggrieved Employees at the regular rate of
18 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 19 d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
20 statements in violation of Labor Code § 226;
- 21 e. Failing to timely pay all final wages and compensation earned by Aggrieved
22 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 23 f. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
24 Code § 246;
- 25 g. Failing to pay Aggrieved Employees all earned wages at least twice during each
26 calendar month in violation of Labor Code § 204; and
- 27 h. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
28 of Labor Code §§ 1174 and 1198.

19. On or about June 17, 2024 and April 2, 2026, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

20. Plaintiffs have incurred attorneys' fees and costs, which Plaintiffs are entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided;

1 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
2 2699(g); and

3 3. For such other and further relief, the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs hereby demands a trial by jury on all claims.

6
7 DATED: July 29, 2026

JUSTICE FOR WORKERS, P.C.

8
9 By:



William C. Sung
Tiffany L. Luu
Attorneys for Plaintiffs MILTON URBINA and
HECTOR ZAVALA

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11
12
13 DATED: July 29, 2026

/s/ Max W. Gavron
DIVERSITY LAW GROUP, P.C.

14
15 By:
16 Larry W. Lee
17 Max W. Gavron
18 Kym Kanenaka
19 Attorneys for Plaintiffs
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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3600 Wilshire Boulevard, Suite 1815, Los Angeles, CA 90010

On July 29, 2026 I served the foregoing document described as:

On July 29, 2026 I served the foregoing document described as:

SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT

[] by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

[] by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

[x] by electronically serving the document(s) listed above to:

SEE SERVICE LIST

☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[x] (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on July 29, 2026 at Los Angeles, California.

Anayeli Ascencio

SERVICE LIST

Paul K. Wilcox, Esq

pwilcox@mullenlaw.com

Rafael Gonzalez, Esq

rgonzalez@mullenlaw.com

Christina M. Behrman, Esq

cbehrman@mullenlaw.com

Jenna A. MacFarlane

jmacfarlane@MullenLaw.com

MULLEN & HENZELL L.L.P.

112 East Victoria Street

Post Office Drawer 789

Santa Barbara, CA 93102-0789

Telephone: (805) 966-1501

Facsimile: (805) 966-9204

Attorneys for Defendant MONTECITO RETIREMENT
ASSOCIATION

Larry W. Lee, Esq

lwlee@diversitylaw.com

Max W. Gavron, Esq

mgavron@diversitylaw.com

Kym Kanenaka, Esq

kym@diversitylaw.com

Kristen Agnew, Esq

kagnew@diversitylaw.com

Erika Mejia

erika@diversitylaw.com

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

Attorneys for Plaintiffs

William L. Marder, Esq

bill@polarislawgroup.com

Polaris Law Group

501 San Benito Street, Suite 200

Hollister, CA 95023

(831) 531-4214

(831) 634-0333 facsimile