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Superior Court of California
County of Los Angeles
10/25/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

Attorneys for Plaintiff FRANK CARINO, as an individual, and on behalf of all employees similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF LOS ANGELES

FRANK CARINO, as an individual, and on
behalf of all similarly situated employees,

Plaintiff,

v.

SUNSHINE RESIDENTIAL HOME, LLC;
and DOES 1-50, inclusive,

Defendants.

Case No.: 24STCV19488

CLASS AND PAGA ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

1. Failure to Pay All Wages, Including Minimum and Overtime Wages (Labor Code §§ 510, 1194);
2. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
4. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203);
5. Failure to Keep Accurate Payroll Records (Labor Code § 1174, 226 (A), (E));
6. Failure to Reimburse Employees for Necessary Business Expenditures (Labor Code § 2802(A));
7. Unfair Business Practices (Bus. Prof. Code §§ 17200 et. seq.); and
8. Violation of Labor Code §§2698-2699 (Private Attorneys General Act ("PAGA"))

DEMAND FOR JURY TRIAL

1 Plaintiff FRANK CARINO (“Plaintiff”) on behalf of himself and all others similarly
2 situated, complains and alleges on information and belief, as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent (“Plaintiff Class”) pursuant to California Code of Civil Procedure section 382. Plaintiff
6 Class consists of all non-exempt, hourly-paid employees currently and/or formerly employed by
7 Defendant SUNSHINE RESIDENTIAL HOME, LLC and DOES 1-50 (“Defendants”) in
8 California, during the Class Period. The term “Class Period” is defined as four (4) years prior to
9 the filing of this complaint through the date of certification. The term “PAGA Period” is
10 designated as the period from July 31, 2023, one (1) year prior to the date of Plaintiff’s notice to
11 the Labor and Workforce Development Agency and Defendants through judgment. Plaintiff
12 reserves the right to amend this complaint to reflect a different “Class Period” and or “PAGA
13 Period” as further discovery is conducted.

14 2. Plaintiff individually and on behalf of the class he seeks to represent, seeks relief
15 against Defendants for Defendants’ practices of violating the applicable wage orders, the
16 applicable Code of Regulations, and California Labor Codes, including: (1) failure to pay all
17 wages, including minimum wages and overtime wages; (2) failure to provide rest periods or
18 payments for missed rest periods; (3) failure to provide meal periods or payment for missed meals;
19 (4) failure to timely pay wages at separation; (5) failure to keep accurate payroll records; (6)
20 failure to reimburse employees for necessary business expenditures; and (7) unfair business
21 practices as set forth more fully herein. These violations concern current and past employees of
22 Defendants.

23 3. At all relevant times herein, Defendants have consistently maintained and enforced
24 against Plaintiff and the Plaintiff Class the following unlawful policies and practices: (a) willfully
25 refusing to pay Plaintiff and Plaintiff Class for all hours worked, including minimum wages; (b)
26 willfully refusing to permit Plaintiff and Plaintiff Class from taking meal and/or rest periods; (c)
27 willfully refusing to compensate Plaintiff and certain members of the Plaintiff Class all wages
28 due and owing at the time Plaintiff and Plaintiff Class’ employment with Defendants ended; (d)

1 willfully refusing to furnish to Plaintiff and Plaintiff Class with accurate itemized wage statements
2 upon payment of wages; and (e) willfully refusing to reimburse Plaintiff and Plaintiff Class for
3 necessary business expenditures.

4 4. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief
5 against Defendants, and each of them, on behalf of Plaintiff, individually, and on behalf of all
6 aggrieved and similarly-situated employees to recover, among other things, unpaid wages and
7 benefits, interest, penalties, liquidated damages, attorney's fees, and costs pursuant to California
8 Labor Code sections 201, 202, 203, 204, 210, 226, subdivision (a), 226.3, 226.7, 510, 512, 1174,
9 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California Code of Civil Procedure 1021.5,
10 and provisions of the applicable IWC Wage Order. Plaintiff reserves the right to name additional
11 representatives throughout the State of California.

12 **JURISDICTION AND VENUE**

13 5. Venue is proper in this judicial district and the County of Los Angeles, pursuant
14 to Code of Civil Procedure section 395, because Defendants maintain its office location and
15 transacts business in this county, the obligations and liability arise in this county, and work was
16 performed by Plaintiff and Plaintiff Class made the subject of this action in the County of Los
17 Angeles.

18 6. Defendants employed Plaintiff and numerous Class Members within the State of
19 California and the unlawful acts alleged herein have a direct effect on Plaintiff and the Class
20 Members.

21 7. The California Superior Court has jurisdiction in the matter because the individual
22 claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold
23 and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court
24 and, upon information and belief, Plaintiff and Defendants are residents of and/or domiciled in
25 the State of California. Further, there is no federal question at issue as the issues herein is based
26 solely on California Statutes and law including the California Labor Code, Industrial Welfare
27 Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions
28 Code. Thus, the above-entitled court maintains appropriate jurisdiction to hear this matter.

THE PARTIES

Plaintiff

8. Plaintiff was employed by the Defendants from in or around April 2019 through November 2023. At all relevant times herein, Plaintiff was employed by Defendants in a non-exempt hourly position, and was entitled to compensation for all hours worked, including but not limited to minimum wage and overtime wages, as well as the aforementioned penalties from Defendants.

Defendants

9. Plaintiff is informed and believes, and based thereon alleges, that Defendants provide adult care services throughout the state of California. On information and belief, and based thereon, Plaintiff alleges that Defendants are conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

10. On information and belief, Defendants are, and was, the employer for Plaintiff and Plaintiff Class.

11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the payment of wages, and the payment of rest and meal period compensation, to Plaintiff and Plaintiff Class by virtue of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

12. 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 Plaintiff Class.

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1 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
2 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
3 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
4 below was acting, at least in part, within the course and scope of that authority as such agent,
5 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
6 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
7 are legally attributable to the other Defendants.

8 14. Plaintiff is informed and believes, and based thereon alleges, that each of the
9 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal,
10 joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint
11 employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within
12 the course and scope of such employment and agency, with the express and implied permission,
13 consent and knowledge, approval and/or ratification of the other Defendants. The above co-
14 Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved,
15 authorized, and/or ratified the unlawful acts described herein.

16 **PAGA ADMINISTRATIVE PREREQUISITE**

17 15. By this complaint, Plaintiff brings this case as a representative action seeking
18 penalties for the State of California in a representative capacity, as provided by PAGA, labor
19 Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was
20 employed by Defendant and subject to alleged violations set forth in Labor Code section 2699.5.
21 Plaintiff and other Aggrieved Employees are current and former employees of Defendant starting
22 from three hundred sixty-five (365) days from the submission of the written notice to the LWDA
23 and Defendant to the resolution of this matter. Plaintiff specifically alleged the following in their
24 notice to the Labor and Workforce Development Agency (“LWDA”) and the employer: violations
25 of Labor Code sections 201-203, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194,
26 1194.2, 1197, 1197.1, 1198, and 2802.

27 16. Under Labor Code section 2699.3 subdivision(a), a Plaintiff may bring a cause of
28 action under PAGA only after giving notice to the LWDA and the employer of the Labor Code

section alleged to have been violated, and after sixty-five (65) days have passed without notice. Prior to filing this complaint, on July 31, 2024, Plaintiff gave written notice by certified electronic mail to the LWDA and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff's original letter sent to the LWDA on July 31, 2024, is attached hereto as Exhibit A.

17. More than sixty-five (65) days have passed since Plaintiff submitted her notice to the LWDA and Defendant of the specific alleged Labor Code violations and the LWDA have not provided notice to Plaintiff of its intent to investigate such alleged violations.

18. Plaintiff further has received no notice of Defendant's intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard to his PAGA notice

GENERAL ALLEGATIONS

19. Plaintiff and the Plaintiff Class are, and at all times relevant herein have been, non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage Orders.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendants' policies and practices described herein are common across each of Defendants' job sites within the state of California.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants instituted a policy and practice against its employees wherein minimum wages and overtime wages due were not paid in compliance with California law. Specifically, Defendants would automatically deduct a 30-minute meal period for Plaintiff and the Plaintiff Class even when Defendants did not in fact provide a meal period.

22. In addition, Defendants failed to pay Plaintiff and Plaintiff Class the legally mandated wage rates for all hours worked. Instead, Defendants paid Plaintiff and Plaintiff Class under a "Rounding Policy" that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked, thereby causing

1 Plaintiff and Plaintiff Class members to work in excess of eight (8) hours per day and/or forty
2 (40) hours per week. As such Plaintiff and Plaintiff Class seek overtime in an amount according
3 to proof. Pursuant to Labor Code section 1194, the Class members seek the payment of all
4 overtime compensation which they earned and accrued four (4) years prior to filing this
5 complaint, according to proof.

6 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants were
7 required to provide Plaintiff and Plaintiff Class with a work-free, thirty (30) minute meal period
8 within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty
9 (30) minute meal period within the tenth (10th) hour of a shift for workdays in excess of ten (10)
10 hours, in compliance with Labor Code section 512. Defendants routinely denied Plaintiff and
11 Plaintiff Class a full, thirty (30) minute off-duty meal period when they worked in excess of six
12 (6) hours within the first five (5) hours of their shifts. On information and belief, neither Plaintiff
13 nor Plaintiff Class waived their lawful meal periods or received compensation from Defendants
14 for their missed meal periods.

15 24. Additionally, Defendant was obligated to provide Plaintiff and Plaintiff Class with
16 a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day.
17 Defendants prevented Plaintiff and Plaintiff Class from taking rest breaks throughout their shifts
18 in order to complete its jobs more quickly.

19 25. For at least four (4) years prior to the filing of this action and through to the present,
20 Plaintiff alleges that Defendants consistently maintained and enforced the following unlawful
21 practices and policies against its employees, in violation of California state wage and hour laws.

22 a. Defendants had a consistent policy of not paying Plaintiff and Plaintiff Class
23 for all hours worked;

24 b. Defendants had a consistent policy of requiring Plaintiff Class within the State
25 of California, including Plaintiff, to work at least five (5) hours without a
26 lawful meal period, and failing to pay such employees one (1) hour of pay at
27 the employees' regular rate of compensation for each workday that the meal
28 period was not provided, all in violation of, among others, Labor Code sections

201, 202, 226.7, 512, and applicable Industrial Welfare Commission Wage Orders, in one or more of the following manners;

- i. employees were required to work through their daily meal period(s), or work an unlawful “on-duty meal period;”
- ii. employees were restricted in their ability to take a meal period; and
- iii. employees were not allowed to leave the workplace during the alleged meal periods.

c. Defendants had a consistent policy of failing to provide Plaintiff Class within the State of California, including Plaintiff, rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the rest period is not provided, as required by California state wage and hour laws, in one or more of the following manners:

- i. employees were required to work without being provided a minimum ten-minute rest period for every four hours, or major fraction thereof, worked and were not compensated with one hour of pay at their regular rate of pay for each workday that a rest period was not provided; and
- ii. employees were neither permitted nor authorized to take lawful rest periods or leave the premises for rest periods when allegedly authorized

d. With respect to the Plaintiff Class who either were discharged, laid off, or resigned, Defendants failed to pay them in accordance with the requirements of Labor Code sections 201, 202, and 203;

e. Defendants failed to institute policies and procedures that ensured accurate recording of all hours Plaintiff and Plaintiff Class worked during the class period;

f. Defendants instituted policies and procedures that offset the necessary costs of doing business on its employees. Plaintiff and Plaintiff class were required to

utilized their personal cell phone in the discharge of their duties. Defendants required Plaintiff and Plaintiff class to take on the burden of these expenses without reimbursement in violation of Labor Code section 2802.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants willfully failed to pay Plaintiff Class all wages earned, including minimum and overtime wage and compensation for missed meal and rest periods, in a timely manner upon or after termination of their employment with Defendants.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employs, and during the relevant liability period has employed hundreds of employees in the State of California in non-exempt positions.

28. At relevant times herein, Plaintiff and the Plaintiff Class were employed by Defendants in non-exempt hourly positions.

29. On information and belief, Plaintiff alleges that Defendants' actions as described throughout this complaint were willful.

30. On information and belief, Plaintiff alleges that Defendants willfully failed to pay the legal wages, including minimum and overtime wage, failed to provide legal rest and meal periods, and willfully failed to pay one hour's wages in lieu of rest and meal periods, when each such employee quit or was discharged.

31. Plaintiff, on behalf of himself and all other Plaintiff Class, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1194, 1197, and 2802, California Business and Professions Code section 17200 et seq., and Code of Regulations, Title 8, section 11000 et seq., seeking unpaid wages, unpaid rest and meal period compensation, penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and costs.

32. Defendants have made it difficult to account with precision for the unlawfully withheld wages for time spent donning and doffing their uniform and meal and rest period compensation owed to Defendants' non-exempt employees, including Plaintiff, during the liability period, because it did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code sections 226, 1174(d), and section 7 of the

1 California Wage Orders. Defendants have failed to comply with Labor Code section 226,
2 subdivision (a) by itemizing in wage statements all deductions from payment of wages and
3 accurately reporting total hours worked by Plaintiff and the Plaintiff Class. Plaintiff and Plaintiff
4 Class are therefore entitled to penalties not to exceed four thousand dollars (\$4,000.00) for each
5 employee pursuant to Labor Code section 226, subdivision (b).

6 33. Defendants have failed to comply with section 7 of the California IWC Wage
7 Orders by failing to maintain time records showing when the employee begins and ends each
8 work period, meal periods, wages earned pursuant to Labor Code section 226.7, and total daily
9 hours worked by itemizing in wage statements all deductions from payment of wages and
10 accurately reporting total hours worked by the Plaintiff Class.

11 34. Plaintiff, on behalf of himself and Class Members, pursuant to Business and
12 Professions Code sections 17200-17208, also seeks injunctive relief and restitution for the unfair,
13 unlawful, or fraudulent practices alleged in this complaint.

14 **CLASS ALLEGATIONS**

15 35. Plaintiff brings this action on behalf of himself and all others similarly situated as
16 a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
17 represent Classes composed of and defined as follows:

- 18 a. All persons who are employed or have been employed by Defendants in the
19 State of California as non-exempt, hourly-paid employees, and who, within
20 the four (4) years of the filing of this class action complaint to the present,
21 who work, have worked, and/or have separated their employment from
22 Defendants as non-exempt employees that were not paid their full and
23 complete wages as a result of Defendants' failure to pay minimum and
24 overtime wages;
- 25 b. All persons who are employed or have been employed by Defendants in the
26 State of California, and who, within the four (4) years prior to the filing of this
27 complaint to the present, have worked as a non-exempt employee and were not
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1 paid all wages owed, including, but not limited to, the legally requisite
2 overtime rate or meal and rest period premiums at the correct regular rate;

3 c. All persons who are employed or have been employed by Defendants as non-
4 exempt, hourly-paid employees who, within the four (4) years prior to the
5 filing of this Class Action Complaint to the present, have worked as non-
6 exempt employees and have not been provided a meal period for every five (5)
7 hours or major fraction thereof worked per day, and were not provided one (1)
8 hour's pay at the employees' regular rate for each day on which such meal
9 period was not provided;

10 d. All persons who are employed or have been employed by Defendants in the
11 State of California as non-exempt, hourly-paid employees, and who, within the
12 four (4) years prior to the filing of this Class Action Complaint to the present,
13 have worked as non-exempt employees and have not been provided a rest
14 period for every four (4) hours or major fraction thereof worked per day, and
15 were not provided compensation of one hour's pay at the employees' regular
16 rate for each day on which such rest period was not provided;

17 e. All persons who have been employed by Defendants in the State of California
18 as non-exempt, hourly-paid employees who, within the three years prior to the
19 filing of this Class Action Complaint to the present, separated their
20 employment from Defendants and have not been paid wages pursuant to Labor
21 Code section 203 and are owed restitution for waiting time penalties deriving
22 from such wages;

23 f. All persons who are employed or have been employed by Defendants in the
24 State of California as non-exempt, hourly-paid employees, and who, within the
25 one (1) year prior to the filing of this class action complaint to the present,
26 have worked as non-exempt employees and were not provided an accurate
27 payroll record as required under Labor Code section 226 and Labor Code
28 section 1174;

1 g. All persons who are employed or have been employed by Defendants in the
2 State of California as non-exempt, hourly-paid employees, and who, within the
3 four (4) years of the filing of this Class Action Complaint to the present, have
4 worked and were not reimbursed for necessary business expenditures incurred
5 as a result of performing their work for Defendants pursuant to Labor Code
6 section 2802.

7 36. Plaintiff reserves the right under rule 3.764 of the California Rules of Court, to
8 amend or modify the class descriptions with greater specificity or further division into subclasses
9 or limitation to particular issues.

10 37. This action has been brought and may properly be maintained as a class action
11 under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined
12 community of interest in the litigation and the proposed Classes are easily ascertainable.

13 **A. Numerosity**

14 38. The potential members of each Class defined herein are so numerous that joinder
15 of all the members of the Class is impracticable. While the precise number of Plaintiff Class has
16 not been determined at this time, Plaintiff is informed and believes that Defendants currently
17 employs, and during the relevant time period employed, approximately one hundred (100)
18 employees worked in hourly positions as Defendants' non-exempt employees in California, who
19 are or have been affected by Defendants' unlawful practices as alleged herein.

20 39. Accounting for employee turnover during the relevant periods necessarily
21 increases this number substantially. Upon information and belief, Plaintiff alleges Defendants'
22 employment records would provide information as to the number and location of all employees
23 within the Plaintiff Class. Joinder of all members of the proposed Classes is not practicable.

24 **B. Commonality**

25 40. Common questions of law and fact predominate over any questions affecting only
26 individual Class Members. These common questions of law and fact include, without limitation:

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- 1 a. Whether Plaintiff and Plaintiff Class are entitled to wages from Defendants
2 under applicable IWC Wage Orders, regulations and statutes for hours
3 worked but not paid;
- 4 b. Whether Defendants violated Labor Code sections 226.7 and 512, section
5 10 of the IWC Wage Orders, and Code of Regulations, Title 8, section
6 11000 et seq. by failing to provide a lawful meal period to non-exempt
7 employees within the first five (5) hours of their shifts on days they worked
8 in excess of six (6) hours and by failing to compensate said employees one
9 hour's wages in lieu of meal periods;
- 10 c. Whether Defendants violated Labor Code section 226.7, section 11 of the
11 IWC Wage Orders, and Cal. Code Regs., Title 8, section 11000 et seq. by
12 failing to provide daily rest periods to non-exempt employees for every
13 four (4) hours or major fraction thereof worked and by failing to
14 compensate said employees one hour's wages in lieu of rest periods;
- 15 d. Whether Defendants violated sections 201, 202, and 203 of the Labor Code
16 by failing to pay all earned wages and/or premium wages or return
17 unlawfully deducted wages due and owing at the time that any person in
18 the Plaintiff Class employment with Defendants terminated, voluntarily or
19 involuntarily;
- 20 e. Whether Defendants failed to keep accurate payroll records and provide
21 accurate itemized paystubs in violation of Labor Code section 1174, 226
22 (A), (E);
- 23 f. Whether Defendants failed to Reimburse Employees for Necessary
24 Business Expenditures in violation of Labor Code section 2802,
25 subdivision (A);
- 26 g. Whether Defendants violated section 17200 et seq. of the Business and
27 Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 512,
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1194, 1199, 1174, and applicable IWC Wage Orders, which violation constitutes a violation of fundamental public policy; and

h. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business and Professions Code section 17200 et seq.

41. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and the Plaintiff Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

42. Plaintiff will fairly and adequately represent and protect the interests of the Plaintiff Class. Counsel is competent and experienced in litigating employment class actions.

43. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all each person in the Plaintiff Class is not practicable, and questions of law and fact common to each Class predominate over any questions affecting only individual members of the Class. Each member of the Plaintiff Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policies and practices alleged in the complaint.

44. 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.

FIRST CAUSE OF ACTION

Failure to Pay All Wages

(Plaintiff and Plaintiff Class Against All Defendants)

45. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

46. Plaintiff alleges that, Defendants maintained, and has maintained throughout the Class Period, a consistent policy and practice of failing to pay wages, including overtime, and minimum wage due for hours actually worked.

1 47. Plaintiff alleges that Defendants maintained, and has maintained throughout the
2 Class Period, a consistent policy of failing to pay its employees for all hours worked. Specifically,
3 Defendants failed to pay Plaintiff and Plaintiff Class the legally mandated wage rates for all hours
4 worked. Instead, Defendants paid Plaintiff and Plaintiff Class under a “Rounding Policy” that is
5 not fair and neutral and resulted, over a period of time, in failure to compensate the employees
6 properly for all the time they have actually worked and time spent working through meal periods
7 wherein they were off-the-clock.

8 48. As a result of Defendants’ unlawful acts, Plaintiff and Plaintiff Class have been
9 deprived of regular wages, minimum wages, and compensation in amounts to be determined at
10 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’
11 fees, and costs, pursuant to Labor Code sections 1194 and 1199.

12 49. Defendants willfully violated the Labor Code with respect to meeting the
13 requirements of paying all wages earned, including minimum wage, as alleged herein.

14 50. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of
15 the unpaid wages resulting from Defendants’ minimum wage violations including interest
16 thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the
17 fullest extent permissible including those permitted pursuant to Labor Code sections 1194 and
18 1194.2 and Code of Civil Procedure section 1021.5 and/or any other statute.

19 51. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and
20 below.

21 **SECOND CAUSE OF ACTION**

22 **Failure to Provide Rest Periods**

23 **(Plaintiff and Plaintiff Class Against All Defendants)**

24 52. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
25 forth herein.

26 53. Labor Code section 226.7 provides that employers authorize and permit all
27 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

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1 54. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
2 provide and employee rest periods in accordance with this section, the employer shall pay the
3 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
4 that the rest period is not provided.

5 55. Plaintiff alleges that during the class period, Defendants did not permit or
6 authorize Plaintiff and Plaintiff Class to take timely or compliant rest periods. Defendants failed
7 to adequately staffing employees to allow Plaintiff and Class Members an opportunity to be
8 provided timely, lawful duty-free rest periods for every four (4) hours of their shift or major
9 fraction thereof.

10 56. At all times relevant hereto, Plaintiff and Plaintiff Class worked more than four
11 (4) hours in a workday, and ten (10) hours in a workday at times.

12 57. Plaintiff and Plaintiff Class did not voluntarily or willfully waive rest periods.

13 58. Defendants further failed to implement a policy to pay Plaintiff and Plaintiff Class
14 an additional hour of pay at their regular rate of pay for rest periods not authorized or permitted.

15 59. By failing to keep adequate records as required by sections 226 and 1174,
16 subdivision (d) of the Labor Code, Defendants have injured Plaintiff and Plaintiff Class and made
17 it difficult to calculate the unpaid rest period compensation (including wages, interest, and
18 penalties thereon) due and owing to Plaintiff and Plaintiff Class.

19 60. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff
20 and Plaintiff Class, they have been deprived of compliant rest periods and/or premium wages in
21 lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus
22 interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the
23 Labor Code 226.7, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5.

24 61. WHEREFORE, Plaintiff and Class Members request relief as described herein and
25 below. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth
26 herein.

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68. By virtue of the Defendants' unlawful failure to provide meal periods to Plaintiff and Plaintiff Class, Plaintiff and the Plaintiff Class have been deprived of compliant meal periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the Labor Code sections 226.7 and 512, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5, and/or any other statute.

69. WHEREFORE, Plaintiff and Class Members request relief as described herein and below.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages at Separation

(Plaintiff and Plaintiff Class Against All Defendants)

70. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

71. During the relevant time period, Plaintiff and formerly employed members of the Plaintiff Class resigned or were terminated from their positions with Defendants. Defendants, however, willfully did not pay Plaintiff and Plaintiff Class all wages which were due them upon their separation of employment immediately upon termination or within seventy-two (72) hours of their resignation as required by Labor Code section 202, subdivision (a). Defendants failed to pay Plaintiff and Plaintiff Class all minimum wages due which were earned throughout their employment. Defendants also failed to pay premium wages for times Plaintiff and Class Members were not provided meal and/or rest breaks.

72. Under Labor Code sections 201, 202, and 203, Plaintiff and Plaintiff Class are entitled to waiting time penalties for not having been paid all wages due them upon their separation from employment.

73. Plaintiff and Plaintiff Class who terminated employment within four (4) years of the filing of the original Complaint until the date of entry of judgment, without being paid the proper payments are entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

1 74. WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein
2 and below.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Keep Accurate Payroll Records**

5 **(Plaintiff and Plaintiff Class Against All Defendants)**

6 75. Plaintiff incorporates by reference and realleges all previous paragraphs of this
7 complaint as though fully set forth herein.

8 76. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
9 location in California or at the plant or establishment at which the employee is employed, payroll
10 records showing the hours worked daily, and the wages paid to, each employee. Labor Code
11 section 226, subdivision (a) requires an employer to provide employees—either as a detachable
12 part of the check, draft, or voucher paying the employee’s wages, or separately when wages are
13 paid by personal check or cash—an accurate itemized wage statement in writing.

14 77. Labor Code section 226, subdivision (e) provides that if an employer knowingly
15 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
16 the total hours worked by the employee and the applicable hourly overtime rates, causing the
17 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
18 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
19 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
20 Defendant willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

21 78. IWC Wage Orders require that every employer shall keep accurate information
22 with respect to each employee, including time records showing when each employee begins and
23 ends each work periods, the total daily hours worked by each employee and the total hours worked
24 in each payroll period, and applicable rates of pay. Plaintiff alleges that Defendants willfully and
25 intentionally failed to make and/or keep records which accurately reflect the hours worked by
26 Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendants’ records do not
27 accurately reflect where Plaintiff and Plaintiff Class worked during their meal and/or rest breaks.
28

Furthermore, Defendants' records do not reflect all hours worked, specifically the hours Plaintiff and Plaintiff Class were required to work off the clock for maintaining Defendants' uniform.

79. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll records, as described above, violated Labor Code sections 1174, subdivision (d) and 226, subdivision (a), and the applicable wage order.

80. Plaintiff is informed and believes that Defendants' failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiff and the Plaintiff Class are entitled to statutory penalties pursuant to Labor Code sections 226 and 1174.5.

81. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and below.

SIXTH CAUSE OF ACTION

Failure to Reimburse Employees for Necessary Business Expenditures

(Plaintiff and Plaintiff Class Against All Defendants)

82. Plaintiff realleges and incorporates by reference all preceding paragraphs of this complaint as though fully set forth herein.

83. Under California Labor Code section 2802, subdivision (a), an employer is legally to reimburse its employees for necessary business expenditures incurred as a result of performing their work.

84. California Labor Code section 2802 states, "An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties..."

85. Plaintiff and Plaintiff Class has incurred out-of-pocket losses because of Defendants' failure to reimburse Plaintiff and Plaintiff Class appropriately for personal cell phone expenses that Plaintiff and Plaintiff Class incurred while performing work for Defendants. To date, Defendants have failed to indemnify Plaintiff and Plaintiff Class for all these out-of-pocket losses.

86. Defendants knowingly, willingly and intentionally attempted to offset the cost of doing business on the Plaintiff and Plaintiff Class.

87. Defendants have and or had a practice and policy of requiring Plaintiff and Plaintiff Class to shoulder the burden of Defendants' cost of doing business by failing to reimburse Plaintiff and Plaintiff Class for using their personal cell phones, including communicating with Defendants, that Plaintiff and Plaintiff Class incurred while performing work for Defendants.

88. Accordingly, Plaintiff and Plaintiff Class are entitled to an award of "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees and interest.

89. WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein and below.

SEVENTH CAUSE OF ACTION

Unfair Business Practices

(Plaintiff and Plaintiff Class Against All Defendants)

90. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

91. On information and belief, Plaintiff alleges that Defendants engaged in conduct and maintained policies and practices that constitute false, fraudulent, unlawful, unfair, and deceptive business practices in violation of Business and Professions Code section 17200 et seq. (hereinafter the “Unfair Competition Law”). Plaintiff alleges that each of the following policies and practices of Defendants violate the Unfair Competition Law:

- a. requiring employees to work in excess of six (6) hours per day without being provided a lawful meal period, and failing to compensate such employees with one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided;
- b. requiring employees to work in excess of ten (10) hours per day without being provided a lawful second (2nd) meal period, and failing to compensate such employees with one hour of pay at their regular rate of compensation for each workday that a meal period was not provided;

- c. requiring employees to work without being provided a minimum ten-minute rest period for every four (4) hours or major fraction thereof worked, and failing to compensate such employees with one hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- d. requiring employees to work without being provided a thirty-minute (30) duty free lunch period with for every five (5) hours worked;
- e. for failing to institute policies and procedure that ensure accurate timekeeping and accurate itemized paystubs to Plaintiff and Plaintiff Class;
- f. failing to pay all earned wages, including minimum and overtime wages, to Plaintiff and Plaintiff Class; and
- g. failing to reimburse Plaintiff and Plaintiff Class for necessary business expenses.

92. The actions of Defendants as alleged within this Complaint constitute false, fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business and Professions Code section 17200 et seq.

93. Plaintiff and the Plaintiff Class are entitled to other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

94. As a result of its unlawful acts, Defendants has reaped and continue to reap unfair benefits and unlawful profits at the expense of Plaintiff and Plaintiff Class. Defendant should be required to restore to Plaintiff and Class Members the wrongfully withheld wages pursuant to Business and Professions Code section 17203. Plaintiff is informed and believes, and thereon alleges, that Defendants have been unjustly enriched through Defendants' unlawful, unfair, and fraudulent business practices as alleged throughout this Complaint. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and Plaintiff Class are prejudiced by Defendants' unfair trade practices.

1 95. As a direct and proximate result of Defendants’ unfair business practices, Plaintiff,
2 and Plaintiff Class are entitled to equitable including full restitution of all wages which have been
3 unlawfully withheld from Plaintiff and Plaintiff Class as a result of the business acts and practices
4 described herein.

5 96. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and
6 below and as deemed just.

7 **EIGHTH CAUSE OF ACTION**

8 **For Violation of the California Private Attorneys General Act (“PAGA”)**

9 **(Plaintiff against All Defendants)**

10 97. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
11 as if fully alleged herein.

12 98. Labor Code sections 2698-2699.5 provide that a civil penalty, assessed and
13 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
14 commissions, boards, agencies or employees (collectively referred to herein as the “LWDA”) for
15 certain violations of the Labor Code, may be recovered through a civil action by an aggrieved
16 employee on behalf of herself and collectively on behalf of all other current or former employees.

17 99. Pursuant to Labor Code section 2699.3(a)(1), on July 31, 2024, Plaintiff gave
18 written notice to the LWDA and Defendants of the specified provisions alleged to have been
19 violated, including the facts and theories to support the alleged violations, as required by Labor
20 Code section 2699.3.

21 100. The Labor and Workforce Development Agency has not provided Plaintiff with
22 any notice that it intends to investigate the alleged violations, and more than 65 calendar days
23 have elapsed since the postmark date on Plaintiff’s notices.

24 101. Plaintiff has therefore exhausted the administrative requirements.

25 102. California Labor Code section 2699, subdivision (a), also known as the Private
26 Attorneys General Act of 2004 (PAGA), states: “Notwithstanding any other provision of law, any
27 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
28 and Workforce Development Agency or any of its departments, divisions, commissions, boards,

1 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
2 a civil action brought by an aggrieved employee on behalf of themselves or herself and other
3 current or former employees pursuant to the procedures specified in Section 2699.3.”

4 103. Plaintiff is an “aggrieved employee” as defined by Labor Code section 2699(c).

5 104. Section 2699(f) of the Labor Code provides for civil penalties for violations of the
6 California Labor Code, for which a specific civil penalty is not provided. In this case, Plaintiff
7 seeks to recover civil penalties for Defendant’s violations of sections 201-203, 226, 226.3, 226.7,
8 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and the applicable
9 IWC Wage Order.

10 105. Labor Code section 558 provides for the award of civil penalties that includes the
11 amount each employee was underpaid and those underpaid wages are paid to the aggrieved
12 employees.

13 106. Plaintiff is informed and believe Defendant at all relevant times employed one or
14 more employees.

15 107. For those code sections that provide for the recovery of civil penalties, Plaintiff
16 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
17 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one
18 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
19 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
20 subsequent violation pursuant to Labor Code section 2699, subdivision (f). The “initial violation”
21 occurs during the first pay period following notice of such violations served on Defendant through
22 the letter to the LWDA.

23 108. Section 2699, subdivision (a) provides that civil penalties may be “recovered
24 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
25 current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g)
26 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an
27 award of reasonable attorneys’ fees and costs.

109. The State of California, Plaintiff and aggrieved employees are, therefore, entitled to civil penalties, attorneys' fees and costs, according to proof.

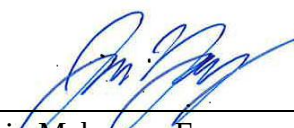
PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
3. That the attorneys of record for Plaintiff whose name appears in this complaint be appointed class counsel;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. That Defendants be found to have engaged in unfair competition in violation of Business and Professions Code section 17200 *et seq.*;
7. That Defendants be ordered to make restitution to each Class due to its unfair competition, pursuant to Business and Professions Code sections 17203 and 17204;
8. For penalties to the extent permitted pursuant to the Labor Code, Orders of the Industrial Welfare Commission, including, but not limited to, waiting time penalties under Labor Code section 203, and penalties under Labor Code sections 226, subdivision (e), 226.3, 210, 226.7, and 1174.5;
9. For penalties pursuant to Labor Code sections 2698-2699.
10. For attorneys' fees, interest, and costs of suit under Labor Code sections 1194, 2698-2699 and other applicable provisions of law outside the Labor Code; and
11. For such other and further relief as the Court deems just and proper.

Dated: October 25, 2024

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff FRANK CARINO and on
behalf of all employees similarly situated

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Dated: October 25, 2024

Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff FRANK CARINO and on
behalf of all employees similarly situated

EXHIBIT A



John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

July 31, 2024

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 0700 0001 7488 3706

Return Receipt Requested

Sunshine Residential Home, LLC

ATTN: Oyewole Joseph Jose

10361 Diamond Way

Pacoima, CA 91331

Re: *Frank C. Carino v. Sunshine Residential Home, LLC*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; Sunshine Residential Home, LLC
("Employer")

From: Frank C. Carino, on behalf of himself and all aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Frank C. Carino ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Sunshine Residential Home, LLC (referred to herein as "Employer") is a California Company conducting business in Pacoima, California, and was the employer of Employee. Employer operates adult residential facilities.

///

Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7 510, 512, 1194, and 2802 by:

- a) Failing to pay Employee, and aggrieved employees for all hours worked;
- b) Failing to provide Employee, and aggrieved employees with compliant rest periods or premium compensation in lieu thereof;
- c) Failing to provide Employee, and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- d) Failing to provide Employee, and aggrieved employees with accurate itemized wage statements;
- e) Failure to reimburse Employee and aggrieved employees all necessary business expenditures; and
- f) Failing to pay Employee, and aggrieved employees all wages earned and owed at separation of employment.

Employee and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of this notice alleging the aforementioned violations of the Labor Code under PAGA.

A. Employer failed to pay Employee and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

Employer failed to compensate Employee, and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employee and aggrieved employees were routinely required to work through their meal breaks as a result of Employer’s failure to adequately staff employees to permit work-free thirty (30) minute meal periods. Further, Employer maintained a “Rounding Policy” that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.

Employer’s failure to pay Employee, and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Employee, and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that Employer permit all employees to take a ten-minute rest period for every four (4) hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Frequently, Employee, and aggrieved employees were not permitted to take a rest period when they were busy. Routinely, Employee, and aggrieved employees were required to work through rest periods in order to attend to patients due to Employer failing to provide sufficient staffing to permit employees to take a work-free rest period. Further, when Employee and aggrieved employees worked more than ten (10) hours in a workday, they never received the requisite third (3rd) rest period. Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7.

C. Employer failed to provide Employee, and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Employer failed to provide Employee, and aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to provide adequate staffing to allow Employee and aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further, Employer ordered that Employee, and aggrieved employees continue to work despite being clocked-out for their meal period. As a result of Employer's policy and practices, Employee and aggrieved employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Employer's conduct is in violation of Labor Code Sections 226.7 and 512, is also actionable under PAGA.

D. Employer failed to provide Employee and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires Employer to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires Employer to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Employee and aggrieved employees for all hours worked, including the applicable overtime rates and meal and rest period premiums, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages. Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to reimburse Employee and aggrieved employees all business expenditures

In addition, Employee and other aggrieved employees were also required to use their personal cellular phones to communicate with Employer. Employer did not reimburse them for a reasonable percentage of their cellular phone bills, in violation of PAGA.

F. Employer failed to pay Employee and aggrieved employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, "[i]f an employee not having a written contract for a definite period quits 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."

At the time that Employee and aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned, including unpaid overtime and meal and rest period premiums, and owed at the applicable rate.

Labor Code section 203, subdivision (a), states that "[i]f an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than thirty (30) days." Accordingly, Employee and aggrieved employees are entitled to thirty (30) days of waiting time penalties.

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,

A handwritten signature in blue ink, appearing to read "John Young", is positioned above the printed name.

John A. Young, Esq.

MAHONEY LAW GROUP, APC

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **October 25, 2024**, I served [X] true copies [] originals of the following document(s): **FIRST AMENDED COMPLAINT FOR DAMAGES**. I served the document(s) on the person(s) below as follows:

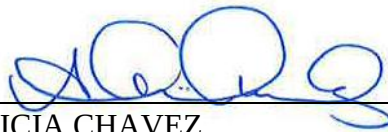
Oyewole Joseph Jose 10361 Diamond Way Pacoima, CA 91331	Agent for Service of Process for Defendant SUNSHINE RESIDENTIAL HOME, LLC
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The document(s) were served by the following means:

☒ **By Mail:** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the addresses above. I then placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Long Beach, CA.

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

Executed on **October 25, 2024**, at Long Beach, California.


ALICIA CHAVEZ