

1 EVAN S. GAINES, ESQ. SBN 287668
2 **GAINES LAW CORPORATION**
3 4550 E. Thousand Oaks Blvd., Suite 100
4 Westlake Village, CA 91362
5 Telephone: (805) 892-8200
6 Facsimile: (805) 800-8928
7 Email: evan@gaines.law

8 Attorneys for Plaintiff LaTanja Gibson,
9 on behalf of herself and all “aggrieved employees”
10 pursuant to Labor Code § 2698 *et seq.*

ELECTRONICALLY FILED
Superior Court of California
County of Marin
04/01/2025

James M. Kim, Clerk of the Court
By: J. Chen, Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF MARIN**

13 LATANJA GIBSON, on behalf of herself and
14 all “aggrieved employees” pursuant to Labor
15 Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 CORNERSTONE COMMUNITY HOMES, a
19 California corporation, and DOES 1 through
20 10, inclusive,

21 Defendants.

CASE NO: CV0005859

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 227.3, 246, 510,
512, 1174, 1174.5, 1194, AND 1198 AND
PURSUANT TO LABOR CODE § 2699(a)
FOR VIOLATIONS OF LABOR CODE §§
226.3 AND 558**

1 Plaintiff LATANJA GIBSON (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of
3 CORNERSTONE COMMUNITY HOMES, a California corporation, and any subsidiaries or
4 affiliated companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Rounding down the hours reflected on Plaintiff’s and other Aggrieved
15 Employees’ time records to pay fewer hours than were actually worked. On a weekly basis, this
16 rounding deprived Plaintiff and other Aggrieved Employees of significant hours worked and
17 minimum wages due and constitutes a violation of Labor Code §§ 510, 558, 1194, and 1198 and IWC
18 Wage Order 15-2001;

19 b. Failing to properly compute bonuses, commissions, and/or other non-base
20 hourly wages earned by Plaintiff and other Aggrieved Employees into their regular rate of pay for
21 purposes of paying them meal and rest period premiums, overtime wages, double time wages,
22 vacation wages, and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3,
23 246, 510, 512, 558, and 1194. Defendants paid Plaintiff and other Aggrieved Employees bonuses,
24 commissions, and/or other non-base hourly wages; however, Defendants failed to properly blend
25 these forms of pay, and instead paid Plaintiff and Aggrieved Employees meal and rest period
26 premiums, overtime wages, double time wages, vacation wages, and sick pay wages based *only* on
27 the base hourly rate of pay, thus depriving Plaintiff and other Aggrieved Employees of all meal and
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1 rest period premiums, overtime wages, double time wages, vacation wages, and sick pay wages
2 earned. This violates Labor Code §§ 226.7, 227.3, 246, 510, 512, 558, and 1194;

3 c. Failing to pay correct premium wages to Plaintiff and other Aggrieved
4 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order
5 No. 15-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a 10-minute rest
6 period for every four (4) hours of work or major fraction thereof, but were not paid premium wages
7 of one hour's pay for each missed rest period. Plaintiff and other Aggrieved Employees were
8 frequently too busy to take an off-duty rest period, and no rest period premiums were paid in lieu
9 thereof. Furthermore, when Plaintiff and Aggrieved Employees worked in excess of 10 hours in a
10 workday, they were never provided with a third rest period. This violates Labor Code § 226.7 and
11 IWC Wage Order No. 15-2001;

12 d. Failing to pay correct premium wages to Plaintiff and other Aggrieved
13 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558
14 and IWC Wage Order 15-2001. Plaintiff and other Aggrieved Employees were routinely denied, and
15 not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked
16 that exceeded five hours in duration, and a second proper, timely, uninterrupted, 30-minute meal
17 period for every shift worked that exceeded ten hours in duration, but were not paid premium wages
18 of one hour's pay for each missed first or second meal period. When they were able to take a meal
19 period, they were oftentimes late, cut short, or on-duty. Furthermore, when Plaintiff and Aggrieved
20 Employees worked in excess of 10 hours in a workday, they were never provided with a second meal
21 period. Defendants also failed to maintain meal period records since it does not require Plaintiff and
22 Aggrieved Employees to record their meal periods altogether. This violates Labor Code §§ 226.7,
23 512, 558, 1174, 1174.5, and IWC Wage Order 15-2001;

24 e. Failing to provide Plaintiff and other Aggrieved Employees with wage
25 statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and
26 226.3. Plaintiff and other Aggrieved Employees are not paid all wages due, as stated above. As such,
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1 the wage statements provided by Defendants fail to accurately state all gross wages earned, in
2 violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§
3 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all
4 applicable hourly rates in effect during the pay period and the corresponding number of hours worked,
5 in violation of Labor Code §§ 226(a)(9) and 226.3; and
6

7 f. Failing to pay Plaintiff and Aggrieved Employees all wages due, at the
8 separation of their employment based on the time frames required by Labor Code §§ 201-202. As
9 stated above, Plaintiff and Aggrieved Employees were not paid all wages due during the course of
10 their employment and, as a result of this failure, they were not timely paid all wages due at the
11 separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of
12 Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

13 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
14 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

15 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
16 The Labor Code violations alleged against Defendants herein arose throughout California, including
17 in Marin County.
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19 II.

20 TOLLING AGREEMENT

21 5. Plaintiff and Defendants entered into an agreement to toll the statute of limitations,
22 pursuant to California Code of Civil Procedure § 360.5, starting November 25, 2024 and continuing
23 through the present. As such, all periods of limitation (statutory or otherwise) affecting any and all
24 claims or causes of actions which Plaintiff may have against Defendants has been tolled from
25 November 25, 2024 through the present.

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III.
PARTIES

A. Plaintiff

6. Plaintiff LATANJA GIBSON was employed by Defendants from April 2023 through August 2024 as a non-exempt employee in Marin County, California.

B. Defendant

7. Defendant CORNERSTONE COMMUNITY HOMES is a California corporation that employed Plaintiff and Aggrieved Employees throughout California, including Marin County.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, 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.

9. 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 Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

10. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

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IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, AND 1198
AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

11. Plaintiff incorporates paragraphs 1 through 10 of this Complaint as though fully set forth herein.

12. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

13. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, and 1198; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

14. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

15. On September 19, 2024 and October 23, 2024, Plaintiff sent letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of September 19, 2024 and October 23, 2024. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and

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

Dated: April 1, 2025

Respectfully submitted,

GAINES LAW CORPORATION

By:

EVAN S. GAINES
Attorneys for Plaintiff