

Manny Starr (319778)
manny@frontierlawcenter.com

Daniel Ginzburg (327338)
dan@frontierlawcenter.com

FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
01/29/2025 at 07:52:50 PM
By: Mariana Gutierrez, Deputy Clerk

Attorneys for Plaintiff CLAUDIA SAMANTHA CASTRO,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF IMPERIAL

CLAUDIA SAMANTHA CASTRO,
individually and on behalf of all others similarly
situated,

Plaintiff(s),

v.

IMPERIAL CARE LLC; and DOES 1 through
100,

Defendant(s).

Case No. **ECU003938**

COMPLAINT

- 1. Failure to Provide Complaint Rest Breaks**
- 2. Failure to Reimburse Work-Related Expenses**
- 3. Wage Statement Violation**
- 4. Waiting Time Penalties**
- 5. Violation of Unfair Competition**
- 6. Private Attorneys General Act**
- 7. Pregnancy Discrimination**
- 8. Failure to Accommodate**
- 9. Failure to Engage in Interactive Process**
- 10. Retaliation**
- 11. Retaliation for Requesting Accommodation**
- 12. Wrongful Termination**

RELEVANT PARTIES

1. Plaintiff CLAUDIA SAMANTHA CASTRO ("Plaintiff") is an adult resident of Imperial County, California, and was at all times relevant residing in Imperial County, California.

///

2. Defendant IMPERIAL CARE LLC (“Defendant”) is a California corporation with its principal place of business located in San Diego County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

JURISDICTION AND VENUE

4. This action is properly filed in Imperial County because the acts and omissions that give rise to Plaintiff’s claims took place in Imperial County, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as alleged herein occurred in Imperial County, California and Plaintiff suffered damages from such conduct within Imperial County, California.

FACTUAL ALLEGATIONS

6. At all times relevant, Plaintiff was Defendants’ employee.

7. Plaintiff was employed by Defendants from February 2023 to August 2024.

8. Plaintiff informed defendants of her pregnancy.

9. On May 21, 2024, a psychiatric patient attempted to kick Plaintiff in the stomach.

10. Plaintiff reported the incident to Suzanne Martinez. Plaintiff expressed her concerns about her health and informed Suzanne that she was pregnant. Upon learning of her pregnancy, Martinez stated that Plaintiff was "a liability".

1 11. Suzanne Martinez told Plaintiff to either take early maternity leave or go on worker's
2 compensation.

3 12. Around the Second Week of June 2024, Plaintiff was moved to a different assignment. A
4 patient tried to hit Plaintiff and pushed the water lift toward her stomach area. The incident caused
5 her back pain. Plaintiff filed an incident report and went on workers' compensation.

6 13. Following the June 2024 incident, Plaintiff was given a doctor's note with restrictions.
7 Plaintiff was instructed not to lift over 15lbs.

8 14. Plaintiff provided the doctor's note to Defendants and requested reasonable
9 accommodations consistent with the restrictions.

10 15. When Plaintiff requested accommodation due to her pregnancy, Martinez stated there were
11 "no state laws" requiring pregnancy accommodations.

12 16. On June 16, 2024, Plaintiff was sent home instead of being accommodated pursuant to the
13 doctor's note.

14 17. Between May and August 2024, Director of Nursing Martinez failed to schedule Plaintiff for
15 any work hours during one month, despite available positions being advertised. Only after Plaintiff
16 complained, did Martinez provide her with work hours.

17 18. In or around late July/early August 2024, Defendant assigned Plaintiff to work with
18 COVID-positive patients despite knowing she was pregnant and had medical restrictions. Plaintiff
19 subsequently contracted COVID-19 on August 2, 2024.

20 19. Upon returning to work on August 8, 2024, Plaintiff was placed on administrative leave for
21 allegedly being on her phone while sitting on an empty patient bed. Plaintiff was on the phone with
22 her medical provider discussing her pregnancy and COVID-19 concerns.

23 20. On August 13, 2024, Defendant terminated Plaintiff's employment, claiming "bad conduct"
24 despite other employees engaging in similar conduct without disciplinary action.

25 21. Plaintiff believes and alleges that Defendant's actions constitute wrongful termination in
26 violation of public policy, as Defendant discriminated against her based on her pregnancy, failed to
27 provide reasonable accommodations, and retaliated against her for filing a workers' compensation
28 claim.

1 22. Defendant failed to provide Plaintiff with compliant rest breaks because none were provided
2 due to understaffing. Despite not being provided with compliant rest breaks, Defendant did not pay
3 premium pay for these missed breaks at Plaintiff's regular rate of pay.

4 23. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
5 required to purchase uniforms in order to perform their work duties, but Defendants did not
6 reimburse Plaintiff for these expenses.

7 24. Defendants failed to provide Plaintiff with accurate wage statements because the wage
8 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
9 other things.

10 25. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
11 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
12 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

13 **PAGA ALLEGATIONS**

14 26. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
16 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
17 action brought by an aggrieved employee on behalf of himself or herself and other current or former
18 employees pursuant to the procedures outlined in Labor Code section 2699.3.

19 27. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
20 under PAGA after the following requirement have been met:

21 28. The aggrieved employee has provided written notice by online filing to the LWDA and by
22 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
23 Labor Code alleged to have been violated, including the facts and theories to support the alleged
24 violations; and

25 29. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
26 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
27 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
28 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may

1 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
2 to any other penalties to which the employee may be entitled.

3 30. On November 1, 2024, Plaintiff provided written notice by online filing to the LWDA and
4 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
5 violated by Defendants, including the facts and theories to support the alleged violations.

6 31. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
7 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
8 PAGA Penalties on behalf of all Aggrieved Employees.

9 32. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current
10 and former, who were employed by Defendants within one year prior to November 1, 2024, through
11 final disposition of this action."

12 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

13 33. On January 29, 2025, prior to initiating this complaint, Plaintiff filed with the California
14 Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
15 Retaliation against Defendant. On January 29, 2025, the CCRD issued a Notice of Case Closure and
16 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
17 order to enforce their rights under FEHA.

18 34. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
19 prerequisite to filing this action.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Provide Compliant Rest Periods**

22 **By Plaintiff Against All Defendants**

23 35. Plaintiff incorporates by reference the paragraphs above.

24 36. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
25 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
26 per four hours or major fraction thereof.

27 ///

28 ///

1 37. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
3 5th 257, 269 (2016)).

4 38. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

5 39. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 40. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
10 break was missed.

11 41. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
12 penalties, attorney fees, and costs.

13 **SECOND CAUSE OF ACTION**

14 **Failure To Reimburse Work-Related Expenses**

15 **By Plaintiff Against All Defendants**

16 42. Plaintiff incorporates by reference the paragraphs above.

17 43. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
18 all necessary expenditures or losses incurred by the employee in direct consequence of the
19 employee's discharge of his or her duties.

20 44. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

21 45. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
22 attorney fees, and costs.

23 **THIRD CAUSE OF ACTION**

24 **Wage Statement Penalties**

25 **By Plaintiff Against All Defendants**

26 46. Plaintiff incorporates by reference the paragraphs above.

27 47. Labor Code section 226(a) requires employers to provide itemized wage statements to its
28 employees that identify accurate information regarding their compensation. Defendants, as a matter

1 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
2 statements to Plaintiff in violation of Labor Code section 226(a).

3 48. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
4 and incomplete.

5 49. Defendants knowingly and intentionally issued wage statements that were inaccurate and
6 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
7 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

8 50. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
9 costs.

10 **FOURTH CAUSE OF ACTION**

11 **Waiting Time Penalties**

12 **By Plaintiff Against All Defendants**

13 51. Plaintiff incorporates by reference the paragraphs above.

14 52. Labor Code sections 201 and 202 require that an employer provide an employee with all
15 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
16 employee's resignation.

17 53. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
18 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
19 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
20 thirty days.

21 54. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
22 conclusion of employment.

23 55. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
24 and costs.

25 **FIFTH CAUSE OF ACTION**

26 **Violation of Unfair Competition Law**

27 **By Plaintiff Against All Defendants**

28 56. Plaintiff incorporates by reference the paragraphs above.

1 57. Defendants' conduct described herein constitutes unfair competition.

2 58. Specifically, Defendants have gained an unfair advantage over other similarly situated
3 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
4 owed.

5 59. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
6 wrongfully withheld wages.

7 60. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

8 **SIXTH CAUSE OF ACTION**

9 **Private Attorneys General Act**

10 **By Plaintiff and the Aggrieved Employees Against All Defendants**

11 61. Plaintiff incorporates by reference the paragraphs above.

12 62. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
13 violation(s) of the Labor Code.

14 63. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

15 64. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
16 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
17 the penalties in Labor Code section 2699 apply.

18 65. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
19 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
20 and 2699 apply.

21 66. With respect to violations of Labor Code section 203 for failure to pay all wages due to
22 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
23 Labor Code section 2699 apply.

24 67. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
25 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
26 apply.

27 ///

28 ///

1 68. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
2 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
3 the manner alleged herein.

4 69. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
5 to Labor Code section 2699(g).

6 **SEVENTH CAUSE OF ACTION**

7 **Violation of California Government Code § 12940 et seq. – Pregnancy Discrimination**

8 **By Plaintiff Against All Defendants**

9 70. Plaintiff incorporates by reference the paragraphs above.

10 71. Government Code § 12940(a) prohibits an employer from discriminating against an
11 employee in compensation or in terms, conditions, or privileges of employment because of the
12 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
13 condition" or "sex."

14 72. During their employment with Defendants, Plaintiff was subjected to discrimination based
15 on their pregnancy

16 73. Plaintiff was subjected to discrimination based on their pregnancy (described supra).

17 74. Plaintiff informed Defendants of her pregnancy.

18 75. Plaintiff suffered an incident wherein a psych patient attempted to kick Plaintiff in the
19 stomach.

20 76. Plaintiff reported the incident to Suzanne Martinez. Suzanne Martinez denied Plaintiff any
21 accommodation or assistance. Instead, Plaintiff was told, "pregnant or not, he's a liability and it's
22 part of the job."

23 77. In a separate incident during Plaintiff's pregnancy, a patient attempted to hit Plaintiff and
24 pushed the water lift towards her stomach. Plaintiff filed an incident report immediately after.

25 78. As a consequence of the incident, Plaintiff was given a doctor's note with restrictions.
26 Plaintiff provided Defendants with the doctor's note. Instead, Plaintiff was sent home without
27 accommodations.

28 ///

1 79. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
2 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
3 below.

4 **EIGHTH CAUSE OF ACTION**

5 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

6 **By Plaintiff Against All Defendants**

7 80. Plaintiff incorporates by reference the paragraphs above.

8 81. At all relevant times herein, Plaintiff was an individual with a disability as defined by
9 FEHA.

10 82. FEHA requires an employer to make reasonable accommodations for the known disabilities
11 of employees to enable them to perform a position's essential functions, unless doing so would
12 produce undue hardship to the employer's operations. Govt. Code §12940(m).

13 83. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
14 accommodations, as set forth herein.

15 84. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
16 with their disability.

17 85. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
18 required by law, to Plaintiff (described supra).

19 86. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
20 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
21 stated below.

22 **NINTH CAUSE OF ACTION**

23 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**

24 **Process**

25 **By Plaintiff Against All Defendants**

26 87. Plaintiff incorporates by reference the paragraphs above.

27 88. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

28 ///

1 89. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
2 process with an employee to determine effective reasonable accommodations if an employee with a
3 disability so requests. The interactive process is the key mechanism for facilitating the integration of
4 disabled employees in the workplace and liability may be imposed on the employer for failing to
5 engage in the process.

6 90. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
7 accommodations, as set forth herein.

8 91. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
9 with their disability.

10 92. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
11 engaged in unlawful employment practices when they failed and refused to engage in the interactive
12 process (described supra).

13 93. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
14 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
15 damage as stated below.

16 **TENTH CAUSE OF ACTION**

17 **Violation of California Government Code § 12940 (h) - Retaliation**

18 **By Plaintiff Against All Defendants**

19 94. Plaintiff incorporates by reference the paragraphs above.

20 95. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
21 employee who opposes or makes a complaint for practices forbidden by FEHA.

22 96. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

23 97. Defendants retaliated against Plaintiff in violation of California Government Code §
24 12940(h).

25 98. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
26 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

27 ///

28 ///

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**
3 **Accommodation**

4 **By Plaintiff Against All Defendants**

5 99. Plaintiff incorporates by reference the paragraphs above.

6 100. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
7 and each of them.

8 101. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
9 discriminating against a person for requesting accommodations, regardless of whether the request
10 was granted.

11 102. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
12 connection with their medical condition.

13 103. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
14 connection with their request for accommodations. Such violations were a proximate cause in
15 Plaintiff's damage as stated below.

16 **TWELFTH CAUSE OF ACTION**

17 **Wrongful Termination in Violation of Public Policy**

18 **By Plaintiff Against All Defendants**

19 104. Plaintiff incorporates by reference the paragraphs above.

20 105. At all times mentioned in this complaint, it was a fundamental policy of the State of
21 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
22 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
23 engagement in protected activity.

24 106. Based on the actions described above, Defendants terminated Plaintiff for engaging in
25 protected activity.

26 107. Defendants actions were in violation of California Public Policy.

27 108. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
28 will continues to suffer damages, as stated below.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

3 **First Cause of Action**

- 4 1. Damages and/or penalties pursuant to Labor Code section 226.7
5 2. Interest
6 3. Attorneys' fees
7 4. Costs
8 5. Other relief the court deems proper

9 **Second Cause of Action**

- 10 1. Reimbursement of all work-related expenses
11 2. Attorneys' fees
12 3. Costs
13 4. Other relief the court deems proper

14 **Third Cause of Action**

- 15 1. Penalties pursuant to Labor Code section 226
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 **Fourth Cause of Action**

- 20 1. Penalties pursuant to Labor Code section 203
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 **Fifth Cause of Action**

- 25 1. Restitution of all wrongfully withheld wages
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Sixth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 4 violate the California Labor Code in the manner alleged herein
- 5 3. Attorneys' fees
- 6 4. Costs
- 7 5. Other relief the court deems proper

8 Seventh to Eleventh Cause of Action

- 9 1. Compensatory damages
- 10 2. Punitive damages
- 11 3. Attorneys' fees
- 12 4. Costs
- 13 5. Other relief the court deems proper

14 Twelfth Cause of Action

- 15 1. Back pay and front pay
- 16 2. Interest on the above amounts
- 17 3. Compensatory damages
- 18 4. Punitive damages
- 19 5. Attorneys' fees
- 20 6. Costs
- 21 7. Other relief the court deems proper

22

23 DATED: January 29, 2025

FRONTIER LAW CENTER

24 /s/ Daniel Ginzburg

Daniel Ginzburg

25 Attorneys for Plaintiff

26 CLAUDIA SAMANTHA CASTRO,

27 individually and on behalf of all others

28 similarly situated