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County of San Diego
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Clerk of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CYNTHIA MARTINEZ, on behalf of others
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiffs,

vs.

LIFE GENERATIONS HEALTHCARE LLC;
GHC OF NATIONAL CITY I, LLC; GHC OF
NATIONAL CITY II, LLC; GHC CANOGA
PARK NOTE, LLC; GHC JV CLAREMONT,
LLC; GHC MASTER SAN FRAN, LLC; GHC
MENTAL HEALTH, LLC; GHC OF
ANBERRY, LLC; GHC OF AUBURN, LLC;
GHC OF BLUE OAKS, LLC; GHC OF
CANOGA PARK, LLC; GHC OF
CLAREMONT, LLC; GHC OF CONTRA
COSTA, LLC; GHC OF NEWPORT BEACH,
LLC; GHC OF NORTH-MASTER, LLC; GHC
OF PLEASANTON, LLC; GHC OF
SACRAMENTO, LLC; GHC OF SAC-RCFE,
LLC; GHC OF SAC-SNF, LLC; GHC OF SAN
FRAN 180, LLC; GHC OF SAN FRAN 68,
LLC; GHC OF SAN JACINTO, LLC; GHC OF
DALY CITY 102, LLC; GHC OF DALY CITY
239, LLC; GHC OF EL CAJON, LLC; GHC OF
EL C-RCFE, LLC; GHC OF FRESNO, LLC;
GHC OF HENDERSON, LLC; GHC OF
KEARNY MESA, LLC; GHC OF LA MESA,

Case No. 24CU023793C

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Sexual Harassment
2. Failure to Prevent Harassment
3. Retaliation
4. Minimum Wage Violations
5. Failure to Pay All Overtime Wages
6. Meal Period Violations
7. Rest Period Violations
8. Paid Sick Leave Violations
9. Untimely Payment of Wages
10. Wage Statement Violations
11. Waiting Time Penalties
12. Unfair Competition
13. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

1 LLC; GHC OF LAKESIDE, LLC; GHC OF
2 LAKEVIEW TERRACE, LLC; GHC OF
3 LOMPOC, LLC; GHC OF SAN JOSE NOTE,
4 LLC; GHC OF SAN JOSE, LLC; GHC OF SAN
5 RAFAEL, LLC; GHC OF SANTEE, LLC; GHC
6 OF STRIVE, LLC; GHC OF SUNNYVALE,
7 LLC; GHC OF TEMECULA, LLC; GHC OF
8 TEM-RCFE, LLC; GHC OF TEM-SNF, LLC;
9 GHC OF UPLAND DEMENTIA, LLC; GHC
10 OF UPLAND RCFE, LLC; GHC OF UPLAND
11 SNF, LLC; GHC OF LOS GATOS, LLC; GHC
12 of MASTER ANB-FRESNO, LLC; GHC OF
13 MODESTO, LLC; GHC OF WALNUT CREEK,
14 LLC; LAKESIDE GHC RE, LLC; TUSTIN RE
15 GHC, LLC; and DOES 1 through 50, inclusive,

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Defendants.

Plaintiff CYNTHIA MARTINEZ, on behalf of all others similarly situated and the State of California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants LIFE GENERATIONS HEALTHCARE LLC; GHC OF NATIONAL CITY I, LLC; GHC OF NATIONAL CITY II, LLC; GHC CANOGA PARK NOTE, LLC; GHC JV CLAREMONT, LLC; GHC MASTER SAN FRAN, LLC; GHC MENTAL HEALTH, LLC; GHC OF ANBERRY, LLC; GHC OF AUBURN, LLC; GHC OF BLUE OAKS, LLC; GHC OF CANOGA PARK, LLC; GHC OF CLAREMONT, LLC; GHC OF CONTRA COSTA, LLC; GHC OF NEWPORT BEACH, LLC; GHC OF NORTH-MASTER, LLC; GHC OF PLEASANTON, LLC; GHC OF SACRAMENTO, LLC; GHC OF SAC-RCFE, LLC; GHC OF SAC-SNF, LLC; GHC OF SAN FRAN 180, LLC; GHC OF SAN FRAN 68, LLC; GHC OF SAN JACINTO, LLC; GHC OF DALY CITY 102, LLC; GHC OF DALY CITY 239, LLC; GHC OF EL CAJON, LLC; GHC OF EL C-RCFE, LLC; GHC OF FRESNO, LLC; GHC OF HENDERSON, LLC; GHC OF KEARNY MESA, LLC; GHC OF LA MESA, LLC; GHC OF LAKESIDE, LLC; GHC OF LAKEVIEW TERRACE, LLC; GHC OF LOMPOC, LLC; GHC OF SAN JOSE NOTE, LLC; GHC OF SAN JOSE, LLC; GHC OF SAN RAFAEL, LLC; GHC OF SANTEE, LLC; GHC OF STRIVE, LLC; GHC OF SUNNYVALE, LLC; GHC OF TEMECULA, LLC; GHC OF TEM-RCFE, LLC; GHC OF TEM-SNF, LLC; GHC OF UPLAND DEMENTIA, LLC; GHC OF UPLAND RCFE, LLC; GHC OF UPLAND SNF, LLC; GHC OF LOS GATOS, LLC; GHC of MASTER ANB-FRESNO, LLC; GHC OF MODESTO, LLC; GHC OF WALNUT CREEK, LLC; LAKESIDE GHC RE, LLC; TUSTIN RE GHC, LLC; and DOES 1 through 50, inclusive, (collectively “Defendants”), alleging as follows:

INTRODUCTION

1. Plaintiff brings the instant class action on behalf of themselves and similarly situated current and former employees of Defendants for a series of systemic violations of the FEHA, California Labor Code, and IWC Wage Orders.

2. Defendants repeatedly failed to take action to prevent the ongoing harassment Plaintiff faced, despite continuous complaints made to Defendants. This harassment began occurring since April 2024 and is still ongoing. Plaintiff has made multiple reports of the continuous sexual

1 harassment from Plaintiff's supervisor, Gregorio, but Defendants did nothing to stop or prevent it, did
2 not take any action to discipline or deter Gregorio, and appeared to fully condone the behavior.

3 3. Defendants failed to pay Plaintiff and other employees for all regular and overtime
4 hours due to their policy and practice of requiring off-the-clock work and editing time records.

5 4. Defendants failed to provide, authorize, and/or permit the class members to take all
6 meal and rest periods to which they were entitled. Defendants further failed to pay Plaintiff and other
7 employees' meal and rest period premiums to which they were entitled for these violations.

8 5. Plaintiff seeks to recover unpaid wages, penalties, interest, and attorneys' fees and costs
9 pursuant to the applicable provisions of the FEHA, California Labor Code, IWC Wage Orders, and
10 other relevant laws.

11 **JURISDICTION & VENUE**

12 6. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
13 California Constitution as the causes of action are premised upon violations of California law.

14 7. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
15 the Superior Court.

16 8. This Court has jurisdiction over Defendants because, upon information and belief,
17 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
18 themselves to the California economy so as to render the exercise of jurisdiction over them by the
19 California courts consistent with traditional notions of fair play and substantial justice.

20 9. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
21 and/or 395.5 because, upon information and belief, Defendants conducted business and committed
22 some of the alleged violations in this County.

23 **PARTIES**

24 **A. Plaintiff Cynthia Martinez**

25 10. Plaintiff Martinez is an individual over 18 years of age who worked for Defendants in
26 California as a non-exempt employee from about January 2024 to October 2024. Plaintiff worked as
27 a Laundry Aid.
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11. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”]) To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.*, Court of Appeals Case No. B326759 (2nd App. Dist.) ____ Cal. App. 5th ____ (Mar. 20, 2024, *as modified* Apr. 18, 2024), the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

12. Defendants LIFE GENERATIONS HEALTHCARE LLC; GHC OF NATIONAL CITY I, LLC; GHC OF NATIONAL CITY II, LLC; GHC OF EL CAJON, LLC; GHC OF KEARNY MESA, LLC; GHC OF LA MESA, LLC; GHC OF LAKESIDE, LLC; GHC OF SANTEE, LLC; GHC CANOGA PARK NOTE, LLC; GHC JV CLAREMONT, LLC; GHC MASTER SAN FRAN, LLC; GHC MENTAL HEALTH, LLC; GHC OF ANBERRY, LLC; GHC OF AUBURN, LLC; GHC OF BLUE OAKS, LLC; GHC OF CANOGA PARK, LLC; GHC OF CLAREMONT, LLC; GHC OF CONTRA COSTA, LLC; GHC OF NEWPORT BEACH, LLC; GHC OF NORTH-MASTER, LLC; GHC OF PLEASANTON LLC; GHC OF SACRAMENTO, LLC; GHC OF SAC-RCFE, LLC; GHC OF SAC-SNF, LLC; GHC OF SAN FRAN 180, LLC; GHC OF SAN FRAN 68, LLC; GHC OF SAN JACINTO, LLC; GHC OF DALY CITY 102, LLC; GHC OF DALY CITY 239, LLC; GHC OF EL C-RCFE, LLC; GHC OF FRESNO, LLC; GHC OF HENDERSON, LLC; GHC OF LAKEVIEW TERRACE, LLC; GHC OF LOMPOC, LLC; GHC OF SAN JOSE NOTE, LLC; GHC OF SAN JOSE, LLC; GHC OF SAN RAFAEL, LLC; GHC OF STRIVE, LLC; GHC OF SUNNYVALE, LLC; GHC OF TEMECULA, LLC; GHC OF TEM-RCFE, LLC; GHC OF TEM-SNF, LLC; GHC OF UPLAND DEMENTIA, LLC; GHC OF UPLAND RCFE, LLC; GHC OF UPLAND SNF, LLC; GHC OF LOS GATOS, LLC; GHC of MASTER ANB-FRESNO, LLC; GHC OF MODESTO, LLC; GHC OF WALNUT CREEK, LLC; LAKESIDE GHC RE, LLC; and TUSTIN RE GHC, LLC are California limited liability companies that maintain operations and conduct business throughout the State of California, including in this county.

13. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

14. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

15. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

16. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

17. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

a. All current and former non-exempt employees who worked for Defendants in California at any time from four years (plus the additional 178-day statutory tolling period under Emergency Rule 9) prior to the filing of this action through date of class certification.

18. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

1 19. The class is ascertainable and shares a well-defined community of interest in this
2 litigation:

3 a. Numerosity: The class is estimated to exceed 50 individuals, although the
4 precise membership of the entire class is unknown at this time. The class is so
5 numerous that joinder of all class members is impracticable. The identities of
6 class members are ascertainable by inspection of Defendants' employment and
7 payroll records.

8 b. Typicality: Plaintiff's claims are typical of the claims of the other class
9 members. They were subject to the same policies and practices of Defendants,
10 which resulted in losses to the class. Proof of common unlawful business
11 practices, which Plaintiff experienced, will establish the right of the class to
12 recover on the causes of action alleged herein.

13 c. Adequacy: Plaintiff is an adequate class representative; will take all necessary
14 steps to protect the class members' interests adequately and fairly; has no
15 interest antagonistic to other class members; and is represented by attorneys
16 who have substantial experience prosecuting, defending, resolving, and
17 litigating wage and hour class, collective, and representative actions in
18 California state and federal courts.

19 d. Superiority: A class action is superior to other means for adjudicating this
20 dispute. Individual joinder is impractical. Class treatment will allow for
21 common issues to be resolved in a single forum, simultaneously, and without
22 duplication of effort and expense.

23 e. Public Policy Considerations: Certification of this lawsuit as a class action
24 advances the State of California's strong public interest in ensuring its
25 approximately millions of employed residents are properly paid the wages they
26 earned for the hours they worked. Class actions provide a mechanism for
27 enforcement of labor laws and allow for vindication of employee rights by
28 unnamed class members.

20. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

GENERAL ALLEGATIONS

A. Sexual Harassment and Retaliation Allegations

21. Plaintiff was subjected to continuous and severe sexual harassment in the form of unwanted sexual advances and retaliation from April 2024 to the Present by coworker Gregorio. Plaintiff repeatedly complained to Defendants of said harassment, and Defendants did nothing.

22. In early April of 2024, Gregorio, Plaintiff's supervisor approached Plaintiff inappropriately in the laundry room. Gregorio asked Plaintiff how she was doing to which she replied, "fine, just tired." Gregorio then cornered Plaintiff against a laundry machine and rubbed Plaintiff's lower back and hip in a sexual manner. Plaintiff immediately tried pulling away, however he pulled her head to his chest repeating "everything is going to be okay." Plaintiff was extremely uncomfortable, broke free, and expressed her discomfort until Gregorio left the room.

23. After Plaintiff rejected Gregorio, Plaintiff began being treated adversely by him as her supervisor. On April 10 and 30, 2024, Gregorio gave Plaintiff written warnings for small mistakes and made her sign a paper claiming she was not performing her job properly. He cited issues as small as forgetting to replace a trash bag. Plaintiff explained the situation and mentioned that she often had to clock in early to finish tasks left by the previous shift, but Gregorio dismissed her concerns.

24. Gregorio's writeups continued throughout May 2024 with Gregorio criticizing Plaintiff's performance, particularly for clocking in early and not completing her work. Plaintiff showed Gregorio pictures of the large piles of laundry left for her, but he said it was "normal" which Plaintiff disputes.

25. In May of 2024, Plaintiff verbally reported the incident of sexual harassment to the facility's HR representative, Charlene, but her response was dismissive; she simply told Plaintiff, "[o]h girl, don't worry about it, nobody wants him." After Plaintiff reported this situation, the adverse treatment escalated.

1 26. Around this time, Plaintiff was promised additional hours for an aide that was out on
2 vacation. However, Gregorio denied Plaintiff extra hours and gave all the extra hours to Raina, his
3 close associate. When more hours became available later that month, Gregorio gave them to someone
4 outside of their department instead of Plaintiff, despite Plaintiff's request.

5 27. Raina, working with Gregorio, started to micromanage Plaintiff by reporting to
6 Gregorio and HR any alleged mistakes made by Plaintiff. Gregorio then used these complaints to
7 issue additional writeups to Plaintiff. Plaintiff reported Raina and Gregorio's tactical behavior to the
8 facility HR representative, but they did nothing. This ongoing pressure and scrutiny continued to
9 escalate until approximately June 2024 when Gregorio began to accuse Plaintiff of improperly
10 disposing of linens. To substantiate his claims, Gregorio hid within the trash cans in the mornings to
11 try to catch Plaintiff in the act of improperly disposing of linens, which she had never done before.

12 28. Around this time, Plaintiff's mental health had deteriorated significantly due to Greg
13 and Raina's constant retaliation against her. On June 10, 2024, the pressure had become unbearable:
14 Plaintiff suffered a mental breakdown at work, proceeded to discard portions of laundry in the trash,
15 and then imposed self-inflicted wounds on her arms which required hospitalization and a mandatory
16 24-hour hold.

17 29. Plaintiff was suspended from work following this incident. During this time, Plaintiff
18 noticed that other employees, like Maria, who were friendly with Raina, were not held to the same
19 standards as Plaintiff. Maria often failed to complete tasks but was never disciplined, or at least not
20 to the extent that Plaintiff was disciplined.

21 30. On August 27, 2024, Plaintiff submitted a formal email complaint to the corporate HR
22 representatives, who then asked her to write a statement and report the incident to Caleb, the building
23 administrator. When Plaintiff told Caleb about the sexual harassment, he asked why Plaintiff did not
24 come forward earlier and mentioned knowing of a relationship between Gregorio and another
25 employee, Raina. Caleb did not take any further action regarding Plaintiff's report.

26 31. Following her report, Plaintiff continued experiencing retaliation. In September 2024,
27 another employee slammed a pushcart into Plaintiff's back. Plaintiff was accused of physically
28 assaulting another co-worker, in circumstances Plaintiff believes were not physically possible. The

1 HR department told Plaintiff multiple times that she was the problem and should leave if she was
2 unhappy and advised Plaintiff not to report any further issues. Additionally, in September 2024,
3 Plaintiff received a call from one of her listed witnesses who told her that Raina was recruiting
4 employees to speak against her in an investigation into Plaintiff's complaints. Plaintiff reported
5 Raina's actions to the corporate HR representative, but Caleb, who was still part of the investigation,
6 did not take action.

7 32. In October 2024, HR continued to recruit people off the floor to speak against Plaintiff
8 in the investigation. Further, HR held meetings to warn employees about gossiping and drama, which
9 appeared to be targeted at Plaintiff as a result of the investigation.

10 33. As of October 16-19, 2024, Plaintiff's doctor had taken her off work due to concerns
11 about her mental health. The hostile environment at Arbor Hills has severely affected Plaintiff's ability
12 to function daily. The ongoing harassment, retaliation, and dismissal of her concerns have left Plaintiff
13 feeling trapped, as she cannot afford to quit her job and continues to suffer from the toxic work culture.

14 34. Plaintiff has been forced to work alongside the person who sexually assaulted her for
15 approximately seven months. Management, HR, and Corporate are aware of this harassment and have
16 failed to take immediate and appropriate action. Failure to take action is a substantial factor in
17 Plaintiff's past and current harm. Plaintiff also alleges that other employees have experienced similar
18 sexual harassment from Gregorio, and have informed the appropriate HR representatives, with no
19 resolve. At all times, Defendants failed to act.

20 35. On November 4, 2024, Plaintiff filed her charge with the California Department of Fair
21 Employment and Housing ("DFEH") and obtained her "Right to Sue" regarding the sexual harassment
22 claims.

23 **B. Wage and Hour Class Allegations**

24 36. Defendants failed to pay Plaintiff and the class members at the lawful minimum wage
25 rate for all hours worked, resulting in unpaid minimum wages.

26 37. Specifically, Plaintiff and the class members were forced to work off-the-clock
27 including before and after their shift and during their unpaid meal period.
28

38. Plaintiff and the class members were regularly forced to clock out for a meal period, but continue working through this unpaid time, resulting in unpaid minimum wages.

39. Failure to clock out and work through a meal period, resulted in Defendants editing Plaintiff and the employees' time records without their knowledge or consent to make it appear as if a compliant meal period was taken.

40. For example, Plaintiff's time records from September 2, 2024, to September 14, 2024, show edits were made to Plaintiff's meal period punches on at least four different occasions. These edits were made without Plaintiff's consent.

41. Each time Defendants edited or removed hours actually worked by Plaintiff and the class members, this resulted in unpaid minimum wages.

42. Each time Plaintiff and the class members worked through all or part of their unpaid meal periods, this resulted in unpaid minimum wages.

43. To the extent Defendants maintained a daily attestation system, this was invalid because Plaintiff and the class members were required to "confirm" a meal period was taken or risk not being compensated for the day, therefore these attestations were involuntary.

44. Defendants failed to pay Plaintiff and the class members overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

45. To the extent that Defendants unlawful practice of time editing resulted in removing hours worked over 8 hours in a day or 40 hours in a week this resulted in unpaid overtime.

46. Defendants failed to comply with California's paid sick leave laws with respect to the class members.

47. For example, each time Defendants required Plaintiff and the class members to work off-the-clock, Plaintiff and the class members should have been accruing sick pay, which they were not.

48. Further, due to Defendant's unlawful time editing policies and practices, as discussed above, Defendants failed to provide Plaintiff and the class members with all sick leave accrued.

49. Plaintiff and the class members experienced missed, late, short, and interrupted meal periods in order to keep up with the high demands of the job and understaffing. Nonetheless,

1 Defendants has a policy and practice of not paying meal period premiums for all non-compliant meal
2 periods.

3 50. For example, Plaintiff's time records for the pay period September 1, 2024, to
4 September 14, 2024, show Plaintiff experienced 3 late (i.e. taken after the fifth hour) meal periods.
5 However, Plaintiff's corresponding wage statements show Plaintiff was not paid a meal period for
6 these violations.

7 51. Further, Defendants had a policy and practice of requiring Plaintiff and the class
8 members to clock out but continue working or otherwise edit their time records to make it appear as
9 if they took a compliant meal period.

10 52. Plaintiff and the class members were owed a meal period premium for each
11 noncompliant meal period.

12 53. To the extent Defendants maintained a daily meal period attestation system, this was
13 invalid because Plaintiff and the class members were required to "confirm" meal periods were taken
14 or risk not being compensated for the day. Therefore, these attestations were involuntary.

15 54. Defendants similarly had a policy and practice of not authorizing Plaintiff and the class
16 members to take their entitled rest periods.

17 55. To the extent Defendants maintained a daily rest period attestation system, this is
18 invalid because Plaintiff and the aggrieved employees were required to "confirm" rest periods were
19 taken or risk not being compensated for that day. Therefore, these attestations were involuntary.

20 56. Because of these violations, Defendants failed to provide accurate, itemized wage
21 statements to employees that included accurate gross or net wages earned as employees earned regular,
22 overtime, sick leave, and premiums which were not paid for the reasons stated above resulting in an
23 inaccurate reflection, and recording of "gross wages earned" on those wage statements.

24 57. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on
25 employee wage statements each pay period the applicable hourly rates in effect and the number of
26 hours worked at that rate, as Defendant failed to pay all wages and premiums owed to employees. The
27 amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay
28 stub.

58. Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time Plaintiff and other class members worked due to Defendants' policy and practice of editing time records to reflect meal periods that were not taken.

59. These violations create derivative liability for failure to pay all wages owed each payday or upon separation of employment.

FIRST CAUSE OF ACTION

SEXUAL HARASSMENT

Violation of Government Code § 12955 (a) and (d)

60. All outside paragraphs of this Complaint are incorporated into this section.

61. At all times herein mentioned, Plaintiff was an employee of Defendants. Defendants are employers under the Fair Employment and Housing Act (“FEHA”) and were at all times required to refrain from sexually harassing employees, and to take all actions necessary to prevent such harassment by supervisors, and by non-supervisors if it knows or has reason to know about the harassment.

62. As discussed herein, Plaintiff was subjected to continuous and severe sexual harassment in the form of unwanted sexual advances and retaliation from April 2024 to the Present by coworker Gregorio. Plaintiff repeatedly complained to Defendants of said harassment, and Defendants did nothing.

63. As a proximate result of Defendants' willful, knowing, and intentionally sexual harassment of Plaintiff, and failure to prevent the same, Plaintiff has sustained and continues to sustain damages, including losses of earnings and benefits, and emotional harm according to proof.

64. Defendants' sexual harassment and complete refusal to prevent the same was undergone intentionally, with malicious, oppressive, and/or fraudulent intent with respect to Plaintiff's rights and well-being. Plaintiff thus requests punitive damages.

65. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Plaintiff is entitled to recover reasonable attorney's fees and costs (including expert costs) in an amount according to proof.

1 66. Plaintiff seeks economic damages, non-economic damages, civil penalties, and
2 punitive damages, as well as attorneys' fees and costs.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PREVENT HARASSMENT**

5 **Violation of Government Code § 12955(k)**

6 67. All outside paragraphs of this Complaint are incorporated into this section.

7 68. At all times herein mentioned, Plaintiff was an employee of Defendants. Defendants
8 are employers under FEHA and were at all times required to refrain from sexually harassing
9 employees, and to take all actions necessary to prevent such harassment by supervisors, and by non-
10 supervisors if it knows or has reason to know about the harassment.

11 69. As discussed herein, Plaintiff was subjected to continuous and severe sexual
12 harassment in the form of unwanted sexual advances and retaliation from April 2024 to the Present by
13 coworker Gregorio. Plaintiff repeatedly complained to Defendants of said harassment, and
14 Defendants did nothing.

15 70. As a proximate result of Defendants' willful, knowing, and intentionally sexual
16 harassment of Plaintiff, and failure to prevent the same, Plaintiff has sustained and continues to sustain
17 damages, including losses of earnings and benefits, and emotional harm according to proof.

18 71. Defendants' sexual harassment and complete refusal to prevent the same was
19 undergone intentionally, with malicious, oppressive, and/or fraudulent intent with respect to Plaintiff's
20 rights and well-being. Plaintiff thus requests punitive damages.

21 72. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
22 Plaintiff is entitled to recover reasonable attorney's fees and costs (including expert costs) in an
23 amount according to proof.

24 73. Plaintiff seeks economic damages, non-economic damages, civil penalties, and
25 punitive damages, as well as attorneys' fees and costs.

26 **THIRD CAUSE OF ACTION**

27 **RETALIATION**

28 **Violation of Labor Code § 1102.5 and Gov. Code §12940 (h)**

 74. All outside paragraphs of this Complaint are incorporated into this section.

1 75. Labor Code Section 1102.5 provides in pertinent part:

2 (b) An employer, or any person acting on behalf of the employer, *shall not retaliate against*
3 *an employee for disclosing information*, or because the employer believes that the
4 employee disclosed or may disclose information, to a government or law enforcement
5 agency, *to a person with authority over the employee or another employee who has the*
6 *authority to investigate, discover, or correct* the violation or noncompliance, or for
7 providing information to, or testifying before, any public body conducting an investigation,
8 hearing, or inquiry, *if the employee has reasonable cause to believe that the information*
9 *discloses a violation of state or federal statute, or a violation of or noncompliance with a*
10 *local, state, or federal rule or regulation, regardless of whether disclosing the information*
11 *is part of the employee's job duties.* (emphasis added)

12 76. Government Code Section 12940(h) provides that it is unlawful for any employer to
13 “discharge, expel, or otherwise discriminate against any person because the person has opposed any
14 practices forbidden under this part or because the person has filed a complaint, testified, or assisted in
15 any proceeding under this part.”

16 77. As discussed herein, Plaintiff was subjected to continuous and severe sexual
17 harassment in the form of unwanted sexual advances and retaliation from April 2024 to the Present by
18 coworker Gregorio. Plaintiff repeatedly complained to Defendants of said harassment, and
19 Defendants did nothing. This conduct violated the FEHA, and thus constituted a protected complaint
20 under FEHA and Labor Code Section 1102.5.

21 78. As a proximate result of Defendants’ willful, knowing, and intentionally sexual
22 harassment of Plaintiff and failure to prevent the same, Plaintiff has sustained and continues to sustain
23 damages, including losses of earnings and benefits, and emotional harm according to proof.
24 Defendants’ sexual harassment and complete refusal to prevent the same was undergone intentionally,
25 with malicious, oppressive, and/or fraudulent intent with respect to Plaintiff’s rights and well-being.
26 Plaintiff thus requests punitive damages.

27 79. In addition to other penalties and damages, an employer is liable for a civil penalty not
28 exceeding ten thousand dollars (\$10,000) for each violation of Labor Code § 1102.5.

 80. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees.
Plaintiff is entitled to recover reasonable attorney’s fees and costs (including expert costs) in an
amount according to proof.

1 81. Plaintiff seeks economic damages, non-economic damages, civil penalties, and
2 punitive damages, as well as attorneys' fees and costs.

3 **FOURTH CAUSE OF ACTION**

4 **MINIMUM WAGE VIOLATIONS**

5 **Violation of Labor Code §§ 1194, 1194.2 and 1197**

6 **(All Claims Alleged by Plaintiff and Class Members Against All Defendants)**

7 82. All outside paragraphs of this Complaint are incorporated into this section.

8 83. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
9 §§ 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days
10 of Work" and "Minimum Wages" sections of the applicable orders), which require non-exempt
11 employees be timely paid at least the state or local minimum wage (if higher) for each hour of work,
12 and further provide a private right of action for an employer's failure to pay all minimum wages (plus
13 liquidated damages).

14 84. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class
15 members at least the lawful minimum wage for each hour worked in violation of Labor Code sections
16 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of
17 Work" and "Minimum Wages" sections of the applicable orders), including payment at the lawful
18 local and county minimum wage ordinances in effect. As a result, Defendants are liable for all
19 associated damages, including liquidated damages for the minimum wage violations pursuant to Labor
20 Code § 1194.2.

21 85. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
22 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class
23 members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an
24 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys'
25 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **Violation of Labor Code §§ 510 and 1194**

4 86. All outside paragraphs of this Complaint are incorporated into this section.

5 87. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
6 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime
7 wages all overtime hours worked, and which further provide a private right of action for an employer's
8 failure to pay all overtime compensation for overtime hours worked.

9 88. Defendants failed in their affirmative obligation to pay Plaintiff and class members no
10 less than one and one-half times their respective "regular rate of pay" for all hours worked in excess
11 of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of
12 work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours
13 over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for
14 such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC
15 Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

16 89. Plaintiff and class members are entitled to recover the full amount of the unpaid
17 overtime, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the
18 extent permitted by law.

19 **SIXTH CAUSE OF ACTION**

20 **MEAL PERIOD VIOLATIONS**

21 **Violation of Labor Code §§ 226.7 and 512**

22 90. All outside paragraphs of this Complaint are incorporated into this section.

23 91. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
24 §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or
25 meal period premiums in lieu thereof), and which further provide a private right of action for an
26 employer's failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful
27 regular rate of compensation.
28

92. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

93. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

94. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

SEVENTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

95. All outside paragraphs of this Complaint are incorporated into this section.

96. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

97. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

98. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

99. All outside paragraphs of this Complaint are incorporated into this section.

100. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

101. Labor Code section 246(1), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

102. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiff and class members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

103. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid sick leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay Covid-19 Supplemental Sick Leave wages to class members at the correct accrual rate or hourly pay rate in violation of Labor Code sections 246, 248.1, 248.2, and 248 *et seq.*

104. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class members for underpaid sick leave wages, in addition to interest, attorneys' fees, and costs.

1 **NINTH CAUSE OF ACTION**

2 **UNTIMELY PAYMENT OF WAGES**

3 **Violation of Labor Code §§ 204, 210, 218**

4 105. All outside paragraphs of this Complaint are incorporated into this section.

5 106. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
6 §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay
7 period, and which further provide a private right of action for an employer's failure to comply with
8 this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due
9 under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

10 107. Defendants willfully failed in their affirmative obligation to timely pay all wages,
11 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice
12 during each calendar month on days designated in advance by the employer as regular paydays (for
13 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly
14 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
15 "Minimum Wages" sections of the applicable orders).

16 108. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,
17 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay
18 each employee and \$200 for all subsequent violations and for all willful or intentional violations for
19 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided
20 in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

21 **TENTH CAUSE OF ACTION**

22 **WAGE STATEMENT VIOLATIONS**

23 **Violation of Labor Code § 226**

24 109. All outside paragraphs of this Complaint are incorporated into this section.

25 110. This cause of action is brought by a wage statement subclass pursuant to Labor Code
26 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
27 pay period, and which further provide a private right of action for an employer's failure to comply
28 with this obligation.

1 111. Defendants knowingly and intentionally failed in their affirmative obligation to provide
2 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
3 class members. Specifically, the wage statements issued to Plaintiff and class members did not
4 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

5 112. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
6 accurate itemized wage statements, causing confusion and concealing wage and premium
7 underpayments.

8 113. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
9 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
10 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
11 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
12 Code section 226(e).

13 **ELEVENTH CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **Violation of Labor Code §§ 201 *et seq.***

16 114. All outside paragraphs of this Complaint are incorporated into this section.

17 115. This cause of action is brought by a waiting time subclass pursuant to Labor Code
18 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
19 employment, and which further provide a private right of action to recover statutory waiting time
20 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
21 wages.

22 116. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
23 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
24 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
25 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor
26 Code sections 201 through 203 and the IWC Wage Orders.

27 117. Plaintiff and class members are entitled to recover a waiting time penalty for a period
28 of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

1 **TWELFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **Violation of Business and Professions Code §§ 17200 *et seq.***

4 118. All outside paragraphs of this Complaint are incorporated into this section.

5 119. Defendants have engaged and continue to engage in unfair and/or unlawful business
6 practices in the State of California in violation of California Business and Professions Code § 17200
7 by committing the foregoing wage and hour violations alleged throughout this Complaint.

8 120. Defendants' dependence on these unfair and/or unlawful business practices deprived
9 Plaintiff and continue to deprive other class members of compensation to which they are legally
10 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
11 Defendants over competitors who have been and/or are currently employing workers in compliance
12 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
13 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

14 121. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
15 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
16 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,
17 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

18 122. Plaintiff does not have an adequate remedy at law for past or future violations, to the
19 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
20 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
21 violations do not provide a private right of action.

22 123. Plaintiff and class members are entitled to injunctive relief against Defendants,
23 restitution, and other equitable relief to return all funds over which Plaintiff and class members have
24 an ownership interest and to prevent future damage and the public interest under Business and
25 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,
26 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
27 § 1021.5.

1 **THIRTEENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **Violation of Labor Code §§ 2698 *et seq.***

4 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

5 124. All outside paragraphs of this Complaint are incorporated into this section.

6 125. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
7 the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”),
8 codified as Labor Code section 2698 *et seq.*:

9 a. All current and former non-exempt employees who worked for Defendants in
10 California at any time from one year prior to the postmark date of the initial
11 PAGA notice through date of trial.

12 126. Plaintiff reserves the right to amend, supplement, or add to this description of the
13 aggrieved employees, according to proof.

14 127. The State of California, via the Labor and Workforce Development Agency
15 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
16 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
17 files suit is always the real party in interest.”])

18 128. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
19 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
20 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
21 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
22 action brought by an aggrieved employee on behalf of the employee and other current or former
23 employees against whom a violation of the same provision was committed pursuant to the procedures
24 specified in Section 2699.3. “

25 129. Any allegations regarding violations of the IWC Wage Orders are enforceable as
26 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
27 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
28

1 130. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
2 penalties under the PAGA.

3 131. On or about **October 14, 2024**, Plaintiff paid the requisite PAGA filing fee and
4 provided written notice (by online electronic filing with the LWDA and by certified mail to
5 Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support
6 the alleged violations.

7 132. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor
8 Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set
9 forth herein (the "PAGA notice").

10 133. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's
11 written PAGA notice from the LWDA.

12 134. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
13 Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant
14 providing a description of any actions taken to cure the alleged violations.

15 135. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
16 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
17 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
18 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

19 136. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this
20 Complaint, Defendants committed the following violations and are liable for all corresponding civil
21 penalties:

- 22 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194,
23 1197, 1198; IWC Wage Orders.
- 24 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
25 Orders.
- 26 c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- 27 d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
28 1198; IWC Wage Orders.

- e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- h. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

137. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5.
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;

- 1 l. For Plaintiff and counsel of record to be provided with all enforcement capability as if
2 the action were brought by the State of California or the California Division of Labor
3 Enforcement;
4 m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
5 n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
6 permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,
7 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
8 o. For such other relief the Court deems just and proper.

9
10 Dated: December 19, 2024

Ferraro Vega Employment Lawyers, Inc.

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12 Nicholas J. Ferraro

13 Attorneys for Plaintiff Cynthia Martinez
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EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
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ATTORNEYS AT LAW
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619-693-7727
619-350-6855 fax
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October 14, 2024

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- *Electronic Return Receipt* -

**LIFE GENERATIONS
HEALTHCARE LLC**
6 Hutton Centre Drive Suite 400
Santa Ana, CA 92707

GHC OF NATIONAL CITY I, LLC
6 Hutton Centre Drive Suite 400
Santa Ana, CA 92707

**HEALTHCARE SERVICES GROUP,
INC.**
3220 Tillman Drive Suite 300
Bensalem, PA 19020

- *PAGA Notice & Filing Fee* -
Submitted electronically to the Labor and
Workforce Development Agency

Additional Entities Listed on Last Page

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **CYNTHIA MARTINEZ** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

**LIFE GENERATIONS HEALTHCARE LLC (DBA GENERATIONS
HEALTHCARE); HEALTHCARE SERVICES GROUP, INC.; GHC OF
NATIONAL CITY I, LLC (DBA ARBOR HILLS NURSING CENTER); GHC OF
NATIONAL CITY II, LLC; GHC CANOGA PARK NOTE, LLC; GHC JV
CLAREMONT, LLC; GHC MASTER SAN FRAN, LLC; GHC MENTAL
HEALTH, LLC; GHC OF ANBERRY, LLC; GHC OF AUBURN, LLC; GHC OF
BLUE OAKS, LLC; GHC OF CANOGA PARK, LLC; GHC OF CLAREMONT,
LLC; GHC OF CONTRA COSTA, LLC; GHC OF DALY CITY 102, LLC; GHC OF
DALY CITY 239, LLC; GHC OF EL CAJON, LLC; GHC OF EL C-RCFE, LLC;
GHC OF FRESNO, LLC; GHC OF HENDERSON, LLC; GHC OF KEARNY**

MESA, LLC; GHC OF LA MESA, LLC; GHC OF LAKESIDE, LLC; GHC OF LAKEVIEW TERRACE, LLC; GHC OF LOMPOC, LLC; GHC OF LOS GATOS, LLC; GHC OF MASTER ANB-FRESNO, LLC; GHC OF MODESTO, LLC; GHC OF NEWPORT BEACH, LLC; GHC OF NORTH-MASTER, LLC; GHC OF PLEASANTON, LLC; GHC OF SACRAMENTO, LLC; GHC OF SAC-RCFE, LLC; GHC OF SAC-SNF, LLC; GHC OF SAN FRAN 180, LLC; GHC OF SAN FRAN 68, LLC; GHC OF SAN JACINTO, LLC; GHC OF SAN JOSE NOTE, LLC; GHC OF SAN JOSE, LLC; GHC OF SAN RAFAEL, LLC; GHC OF SANTEE, LLC; GHC OF STRIVE, LLC; GHC OF SUNNYVALE, LLC; GHC OF TEMECULA, LLC; GHC OF TEM-RCFE, LLC; GHC OF TEM-SNF, LLC; GHC OF UPLAND DEMENTIA, LLC; GHC OF UPLAND RCFE, LLC;GHC OF UPLAND SNF, LLC; GHC OF WALNUT CREEK, LLC; LAKESIDE GHC RE, LLC; TUSTIN RE GHC, LLC

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(k). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff’s counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Laundry Aid from about January 2024 to present. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage

Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours

worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal. App. 3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Plaintiff and the aggrieved employees were often forced to work off-the-clock, including before and after their shift and during their unpaid meal period, due to a heavy workload, understaffing, and the pressure to complete all assigned work or otherwise be reprimanded.

Additionally, Defendants engaged in an unlawful practice of time editing where they would retroactively add meal periods to Plaintiff and the aggrieved employees time records, regardless of their ability to take a compliant meal period. Each time Plaintiff and the aggrieved employees were unable to take a compliant 30-minute meal period, this resulted in unpaid minimum wages.

When Plaintiff and the aggrieved employees failed to follow this instruction Defendants retroactively edited their time records without their knowledge and consent to make it appear as if a compliant meal period was taken. Each time Plaintiff and the aggrieved employees worked through all or part of their unpaid meal periods, this resulted in unpaid hours worked.

An illustrative example of this unlawful practice of time editing is shown below:

Mon 9/02					Holiday	8.0			
	4:44AM	1:33PM				8.82	16.82	1433.57	
Tue 9/03	2:33PM	10:52PM				8.32	8.32	1441.88	
Wed 9/04	2:29PM	5:22PM							
	5:54PM	11:07PM				8.1	8.1	1449.98	
Thu 9/05								1449.98	
Fri 9/06								1449.98	
Sat 9/07	4:44AM	10:29AM							
	11:00AM	1:22PM				8.12	8.12	1458.1	
Sun 9/08	4:41AM	8:43AM							
	9:13AM	1:17PM				8.1	8.1	1466.2	
Mon 9/09	2:41PM	6:52PM							
	7:25PM	11:56PM				8.7	8.7	1474.9	
Tue 9/10	2:34PM	6:24PM							
	6:56PM	11:49PM				8.72	8.72	1483.62	
Wed 9/11								1483.62	
Thu 9/12								1483.62	
Fri 9/13	4:52AM	10:02AM							
	10:32AM	1:05PM				7.72	7.72	1491.33	
Sat 9/14	5:07AM	8:58AM							

Extract from Plaintiff's September 2024 Timecards

Here, Plaintiff's time records show meal periods were added by Defendants on the days she failed to clock out due to her inability to take a compliant meal period. These edits are evident from the icons next to the time stamps.

To the extent Defendants maintained a daily attestation system, this is invalid because Plaintiff and the aggrieved employees were required to "confirm" a meal period was taken or risk not being compensated for that day.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime **Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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;" and "any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;" and "any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

To the extent Plaintiff and the aggrieved employees completed off-the-clock work in excess of 8 hours in one day or 40 hours in one week, Defendants did not compensate said employees for the overtime pay they were entitled to as a matter of California law.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the aggrieved employees. Each time Defendants required Plaintiff and the aggrieved employees to work off-the-clock, Plaintiff and the aggrieved employees should have been accruing sick pay, which they were not. Further, due to Defendant’s unlawful time editing policies and practices, as discussed above, Defendants failed to provide Plaintiff and the aggrieved employees with all sick leave accrued. Therefore, Plaintiff and the aggrieved employees were underpaid sick pay whenever Defendants rounded or removed hours worked.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

Plaintiff and the aggrieved employees experienced missed, late, short, and interrupted meal periods to keep up with the pressure and high demands of the job and understaffing. Nonetheless, Defendants had a policy and practice of not paying meal period premiums for these noncompliant meal periods.

For example, Plaintiff's time records show she regularly took her meal period after the fifth hour of work. However, Plaintiff's wage statements show she was not paid for all owed meal period premiums.

Sun 9/01		4:30AM	9:21AM					
		9:51AM	1:14PM			8.23	8.23	1416.75
Mon 9/02				Holiday	8.0			
		4:44AM	1:33PM			8.82	16.82	1433.57
Tue 9/03		2:33PM	10:52PM			8.32	8.32	1441.88
Wed 9/04		2:29PM	5:22PM					
		5:54PM	11:07PM			8.1	8.1	1449.98
Thu 9/05								1449.98
Fri 9/06								1449.98
Sat 9/07		4:44AM	10:29AM					
		11:00AM	1:22PM			8.12	8.12	1458.1
Sun 9/08		4:41AM	8:43AM					
		9:13AM	1:17PM			8.1	8.1	1466.2
Mon 9/09		2:41PM	6:52PM					
		7:25PM	11:56PM			8.7	8.7	1474.9
Tue 9/10		2:34PM	6:24PM					
		6:56PM	11:49PM			8.72	8.72	1483.62
Wed 9/11								1483.62
Thu 9/12								1483.62
Fri 9/13		4:52AM	10:02AM					
		10:32AM	1:05PM			7.72	7.72	1491.33
Sat 9/14		5:07AM	8:58AM					

Excerpt from Plaintiff's September 2024 Timecard

CO. FILE DEPT. CLOCK VCHR. NO. MHV 211874 007022 0000380071 1 Page 1(Con't Next Page) GHC OF NATIONAL CITY I LLC DBA ARBOR HILLS NURSING CENTER 6 HUTTON CENTRE DRIVE STE 400 SANTA ANA CA 92707	Earnings Statement Period Beginning: 09/01/2024 Period Ending: 09/14/2024 Pay Date: 09/20/2024																																																																														
Filing Status: Head of household Exemptions/Allowances: Federal: Standard Withholding Table	CYNTHIA L MARTINEZ 																																																																														
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	Important Notes YOUR ER PHONE NUMBER IS 714-241-5600 BASIS OF PAY: HOURLY																																																																														

Excerpt from Plaintiff's Wage Statement; September 20, 2024

Here, Plaintiff worked more than five hours before receiving a meal period on September 2, 2024, September 7, 2024, and September 13, 2024. Plaintiff was therefore entitled to at least three meal period premiums for this pay period. However, Plaintiff's accompanying wage statement for the pay period beginning on September 1, 2024, and ending on September 14,

2024, shows Defendants failed to pay Plaintiff any meal premiums. On information and belief, as a matter of policy and practice the aggrieved employees experienced similar violations.

Further, Defendants required Plaintiff and the aggrieved employees to clock out regardless of their ability to take a fully compliant meal period resulting in missed, short, and interrupted meal periods. Defendants failed to pay all owed meal period premiums on these occasions.

When Plaintiff and the aggrieved employee refused to clock out when they were unable to take a compliant meal period, Defendants improperly edited their time records to make it appear as if a compliant meal period was taken and avoid paying all owed meal period premiums.

Mon 9/02					Holiday	8.0			
		4:44AM	1:33PM				8.82	16.82	1433.57
Tue 9/03		2:33PM	10:52PM				8.32	8.32	1441.88
Wed 9/04		2:29PM	5:22PM						
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		10:32AM	1:05PM				7.72	7.72	1491.33
Sat 9/14		5:07AM	8:58AM						

Excerpt from Plaintiff's September 2024 Timecard

Here, it is clear that Defendants maintained a frequent practice of unlawfully editing Plaintiff's timecards. These edits are evident by the symbols next to the timestamps. As a matter of common policy and practice, Defendants systematically failed to pay all owed premiums for these violations, depriving Plaintiff and the aggrieved employees of their rightful compensation.

To the extent Defendants maintained a daily meal period attestation system, this is invalid because Plaintiff and the aggrieved employees were required to "confirm" a meal period was taken or risk not being compensated for that day.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Because of issues such as the high demands of the job, which also prevented Plaintiff and other aggrieved employees from taking compliant meal periods, Defendants had a policy and practice of not authorizing employees to take their rest periods.

Throughout her employment, Plaintiff, and on formation and belief, the aggrieved employees regularly did not receive a compliant rest period, and Defendants, as a matter of common policy and practice, systematically failed to pay the required rest period premiums.

To the extent Defendants maintained a daily rest period attestation system, this is invalid because Plaintiff and the aggrieved employees were required to "confirm" rest periods were taken or risk not being compensated for that day.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants

violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Defendant violated Labor Code section 226(a)(2) by failing to accurately list employees’ “total hours worked,” as the wage statements did not accurately include the uncompensated time Plaintiff and other aggrieved employees worked due to Defendant’s policy and practice of requiring off-the-clock work and time editing.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records **Violation of Labor Code § 1174; IWC Wage Orders**

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(g)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(g).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,


Elyssa Martinez

Cc Plaintiff Cynthia Martinez

Defendant Life Generations Healthcare LLC Human Resources Representative
Karissa Kaberlain - Karissakaberlain@lifegen.net

ADDITIONAL ADDRESSES

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GHC Master San Fran, LLC

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