

1 Manny Starr (319778)
2 manny@frontierlawcenter.com
3 Adam Rose (210880)
4 adam@frontierlawcenter.com
5 **FRONTIER LAW CENTER**
6 23901 Calabasas Road, Suite 1084
7 Calabasas, CA 91302
8 Telephone: (818) 914-3433
9 Facsimile: (818) 914-3433

10 Attorneys for Plaintiff
11 Roslyn Sanches

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/03/2025 5:25 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Cordon, Deputy Clerk

12 **SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES**

14 ROSLYN SANCHES, individually and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 CASA COLINA, INC.,
19 CASA COLINA HOSPITAL AND CENTERS
20 FOR HEALTHCARE, PADUA VILLAGE,
21 INC., and DOES 1 to 100,

22 Defendants.

Case No. **25STCV00139**

CLASS ACTION COMPLAINT

1. **Failure to Provide Compliant Meal Breaks**
2. **Failure to Provide Complaint Rest Breaks**
3. **Failure to Pay All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Failure to Reimburse Work-Related Expenses**
6. **Wage Statement Violation**
7. **Waiting Time Penalties**
8. **Violation of Unfair Competition**
9. **Private Attorneys General Act**

23 **PARTIES**

- 24 1. Plaintiff Roslyn Lee Sanches ("Plaintiff") is a resident of San Bernardino County. ,
- 25 2. Defendant Casa Colina, Inc. is a corporation based in Los Angeles County.
- 26 3. Defendant Casa Colina Hospital and Centers for Healthcare is a corporation based in Los
- 27 Angeles County.
- 28 4. Defendant Padua Village, Inc. is a corporation based in Los Angeles County.

1 5. Plaintiff is unaware of the true names and capacities of the Doe Defendants and therefore
2 uses fictitious names. Plaintiff will amend to insert the true names and capacities when the
3 information is obtained. Plaintiff is informed and believes, and based on such information and belief
4 alleges, that each of the fictitiously named Doe Defendants has participated in some way in the
5 wrongful acts and omissions alleged below and is liable to Plaintiff for damages and other relief to
6 which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as
7 “Defendants”.

8
9 **FACTUAL ALLEGATIONS**

10 6. Plaintiff was Defendants’ employee.

11 7. Plaintiff was employed by Defendants from September 2023 to July 2024 as a Residential
12 Aide.

13 8. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff was
14 required to continue work and assist clients during breaks. Employer would interrupt meal breaks
15 and require Plaintiff to perform work related tasks. Plaintiff was required to remain on call, on duty,
16 and on premises during meal breaks. Despite not being provided with compliant meal breaks,
17 Defendant did not pay premium pay for these missed breaks at the regular rate of pay.

18 9. Defendant failed to provide Plaintiff and the class with compliant rest breaks because
19 Plaintiff and the class were required to continue work and assist clients during breaks. In other
20 instances, Employer would interrupt meal breaks and require Plaintiff to perform work related tasks.
21 Plaintiff was required to remain on call, on duty, and on premises during rest breaks. Despite not
22 being provided with compliant rest breaks, Defendant did not pay premium pay for these missed
23 breaks at the regular rate of pay.

24 10. Defendants failed to pay Plaintiff and the class for all hours worked because they were
25 required to continue assisting clients while off the clock. Further, Plaintiff and the class were
26 required to manually log a pre-determined work time, which did not reflect actual hours worked.
27 Defendants also implemented time rounding that effectively denied paying for all hours worked.

28 ///

11. Defendants failed to pay Plaintiff and the class members all overtime owed because they were required to work off the clock.

12. Defendants failed to reimburse Plaintiff and the class for all work-related expenses because they were required to purchase meals for clients, but Defendants did not reimburse.

13. Defendants failed to provide accurate wage statements because the wage statements did not accurately list total wages owed and hours worked.

14. Due to Defendants' failure to pay all wages due to Plaintiff and the class members who no longer work for Defendants, waiting time penalties also apply.

PAGA ALLEGATIONS

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

16. On October 8, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the Labor Code violations.

17. The 65-day notice period has elapsed; thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

18. The Aggrieved Employees are defined as "All nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to October 8, 2024, through final disposition of this action."

CLASS ACTION ALLEGATIONS

19. The Class Period is defined as "January 3, 2021, through the date of final disposition."

20. The Class is defined as: "All current and former non-exempt employees of Defendants who worked in California during the Class Period."

21. The Waiting Time Subclass is defined as: "All former non-exempt employees of Defendants

1 who worked in California during the Class Period and who are no longer employed by Defendants.”

2 22. There is a well-defined community of interest in the litigation and the proposed class is
3 ascertainable from Defendants’ employment records.

4 a. Numerosity: The potential members of the class as defined are so numerous that
5 joinder of all class members is impracticable.

6 b. Commonality: This action involves common questions of law and fact to the class
7 because the action focuses on Defendants’ systematic course of conduct with respect to the
8 Labor Code and IWC Wage Orders.

9 c. Typicality: Plaintiff’s claims are typical of the claims of the class. Plaintiff was
10 subjected to the same violations and seeks the same types of damages, restitution, and other
11 relief on the same theories and legal grounds as those of the members of the class.

12 d. Adequacy of Representation: Plaintiff will fairly and adequately represent and
13 protect the interests of all members of the class. Plaintiff understands the obligations as a
14 class representative and is willing and able to fulfill them. Class counsel is competent and
15 experienced in litigating large employment class actions and other complex litigation
16 matters, including wage and hour cases like this.

17 e. Superiority of Class Action: A class action is superior to other available means for
18 the fair and efficient adjudication of this controversy.

19 f. Public Policy Considerations: Employers violate employment laws every day.
20 Employees are often afraid to assert their rights out of fear of retaliation, and fearful of
21 bringing actions because they believe employers might damage their future endeavors
22 through negative references and/or other means. Class actions provide the class members
23 who are not named in the complaint with anonymity that allows for vindication of rights
24 while protecting their privacy.

25 23. There are common questions of law and fact as to the class that predominate over questions
26 affecting only individuals, including but not limited to:

27 a. Whether Class Members were paid for all hours worked;

28 b. Whether Class Members were paid all minimum and overtime wages owed,

- 1 including proper calculation of the regular rate of pay;
- 2 c. Whether Class Members were provided with compliant meal breaks or premium pay
- 3 in lieu thereof;
- 4 d. Whether Class Members were provided with compliant rest breaks or premium pay
- 5 in lieu thereof;
- 6 e. Whether Class Members were provided with complete and accurate wage
- 7 statements;
- 8 f. Whether Class Members are owed waiting time penalties;
- 9 g. Whether Defendants engaged in unfair competition; and
- 10 h. The amount of damages, wages, and penalties owed to Plaintiff and the Class.

11

12 **FIRST CAUSE OF ACTION**

13 **Failure to Provide Compliant Meal Periods**

14 **Against All Defendants**

15 24. Plaintiff incorporates by reference the above paragraphs.

16 25. Labor Code section 512 and the Wage Orders provide that an employer shall not employ an

17 employee for a work period of more than five hours per day without providing the employee with a

18 meal period of not less than 30 minutes or for a work period of more than 10 hours per day without

19 providing the employee with a second meal period of not less than 30 minutes.

20 26. An employer provides compliant meal breaks to its employees if it relieves its employees of

21 all duty, relinquishes control over their activities and permits them a reasonable opportunity to take

22 an uninterrupted 30-minute break. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th

23 1004, 1040.)

24 27. Not only must an employer affirmatively relieve its employees of all duty during their meal

25 breaks, it also must not impede or discourage its employees from taking compliant meal breaks.

26 28. Defendants failed to provide Plaintiff with compliant meal breaks.

27 29. For each day that Defendants failed to provide Plaintiff and the class members with

28 compliant meal breaks, Defendants were required to remit premium pay pursuant to Labor Code

1 section 226.7(c), which is one additional hour of pay at the regular rate of pay. (*Ferra v. Loews*
2 *Hollywood Hotel, LLC* (2021), 11 Cal. 5th 858.)

3 30. Defendants failed to pay premium pay at the regular rate of pay for each day a meal break
4 was missed.

5 31. Plaintiff and the class are therefore entitled to recover premium pay for missed meal breaks,
6 interest, attorney fees, and costs.

7
8 **SECOND CAUSE OF ACTION**

9 **Failure to Provide Compliant Rest Periods**

10 **Against All Defendants**

11 32. Plaintiff incorporates by reference the above paragraphs.

12 33. Labor Code section 226.7 and the Wage Orders require employers to authorize and permit
13 employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
14 per four hours or major fraction thereof.

15 34. Furthermore, during rest periods employers must relieve employees of all duties and
16 relinquish control over how employees spend their time. (*Augustus v. ABM Sec. Servs., Inc.*, (2016)
17 2 Cal. 5th 257, 269.)

18 35. Defendants failed to provide Plaintiff and the class with compliant rest breaks.

19 36. For each day that Defendants failed to provide Plaintiff and the class with a compliant rest
20 break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c),
21 which is one additional hour of pay at the regular rate of pay.

22 37. Defendants failed to pay premium pay at the regular rate of pay for each day a rest break
23 was missed.

24 38. Plaintiff and the class are therefore entitled to recover premium pay for missed rest breaks,
25 interest, attorney fees, and costs.

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked**

3 **Against All Defendants**

4 39. Plaintiff incorporates by reference the above paragraphs.

5 40. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
6 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
7 40 hours in a workweek.

8 41. Defendants failed to pay Plaintiff and the class for all hours worked.

9 42. Plaintiff and the class are therefore entitled to recover all unpaid wages, liquidated damages,
10 interest, attorney fees, and costs.

11
12 **FOURTH CAUSE OF ACTION**

13 **Failure to Pay All Overtime Owed**

14 **Against All Defendants**

15 43. Plaintiff incorporates by reference the above paragraphs.

16 44. Labor Code section 510 provides that any work in excess of eight hours in one workday and
17 any work in excess of 40 hours in any one workweek and the first eight hours worked on the
18 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
19 one-half times the regular rate of pay for an employee.

20 45. Defendants failed to pay Plaintiff and the class all overtime wages owed.

21 46. Plaintiff and the class are therefore entitled to recover all unpaid overtime wages, interest,
22 attorney fees, and costs.

23
24 **FIFTH CAUSE OF ACTION**

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

26 **Against All Defendants**

27 47. Plaintiff incorporates by reference the above paragraphs.

28 ///

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

4 49. Defendants failed to reimburse Plaintiff and the class for all work-related expenses as
5 alleged herein.

6 50. Plaintiff and the class are therefore entitled to reimbursement for all work-related expenses,
7 attorney fees, and costs.

8 9 **SIXTH CAUSE OF ACTION**

10 **Wage Statement Penalties**

11 **Against All Defendants**

12 51. Plaintiff incorporates by reference the above paragraphs.

13 52. Labor Code section 226(a) requires employers to provide itemized wage statements to its
14 employees that identify accurate information regarding their compensation. Defendants did not
15 provide accurate itemized wage statements in violation of Labor Code section 226(a).

16 53. Defendants knowingly and intentionally issued wage statements that were inaccurate and
17 incomplete. As a result, wage statement penalties apply, and statutory attorney fees.

18 19 **SEVENTH CAUSE OF ACTION**

20 **Waiting Time Penalties**

21 **Against All Defendants**

22 54. Plaintiff incorporates by reference the above paragraphs.

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

26 56. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
27 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
28

1 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
2 thirty days.

3 57. Defendants willfully did not pay Plaintiff, and the waiting time subclass all wages owed at
4 the conclusion of employment.

5 58. Plaintiff and the waiting time subclass are therefore entitled to waiting time penalties.
6

7 **EIGHTH CAUSE OF ACTION**

8 **Violation of the Unfair Competition Law**

9 **Against All Defendants**

10 59. Plaintiff incorporates by reference the above paragraphs.

11 60. Defendants' conduct violated the unlawful prong of the UCL.

12 61. Pursuant to Business and Professions Code 17203, Plaintiff and the class are entitled to
13 restitution of all wrongfully withheld wages.

14 62. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.
15

16 **NINTH CAUSE OF ACTION**

17 **Private Attorneys General Act**

18 **Against All Defendants**

19 63. Plaintiff incorporates by reference the above paragraphs.

20 64. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
21 violation(s) of the Labor Code.

22 65. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
23 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
24 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

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

28 ///

1 67. With respect to violations of Labor Code sections 1194 and 1197 for Defendants' failure to
2 compensate Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in
3 Labor Code sections 1197.1 and 2699 apply.

4 68. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
6 sections 558 and 2699 apply.

7 69. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
8 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
9 and 2699 apply.

10 70. With respect to violations of Labor Code section 203 for failure to pay all wages due to
11 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
12 Labor Code section 2699 apply.

13 71. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
14 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
15 apply.

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

19 73. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
20 to Labor Code section 2699(k).

21
22 **PRAYER FOR RELIEF**

23 **First Cause of Action**

- 24 1. Premium pay
25 2. Interest
26 3. Attorney fees
27 4. Costs
28 5. Other relief the court deems proper

1 Second Cause of Action

- 2 1. Premium pay
3 2. Interest
4 3. Attorney fees
5 4. Costs
6 5. Other relief the court deems proper

7 Third Cause of Action

- 8 1. Payment of all wages
9 2. Liquidated damages
10 3. Interest
11 4. Attorney fees
12 5. Costs
13 6. Other relief the court deems proper

14 Fourth Cause of Action

- 15 1. Payment of all wages
16 2. Interest
17 3. Attorney fees
18 4. Costs
19 5. Other relief the court deems proper

20 Fifth Cause of Action

- 21 1. Reimbursement of all work-related expenses
22 2. Attorney fees
23 3. Costs
24 4. Other relief the court deems proper

25 Sixth Cause of Action

- 26 1. Wage statement penalties
27 2. Attorney fees
28 3. Costs

1 4. Other relief the court deems proper

2 Seventh Cause of Action

3 1. Waiting time penalties

4 Eighth Cause of Action

5 1. Restitution of all wrongfully withheld wages

6 2. Attorney fees

7 3. Costs

8 4. Other relief the court deems proper

9 Ninth Cause of Action

10 1. All applicable PAGA penalties

11 2. Public injunctive relief enjoining Defendants from continuing to violate the Labor Code

12 3. Attorney fees

13 4. Costs

14 5. Other relief the court deems proper

15
16 Date: January 3, 2025

FRONTIER LAW CENTER

/s/ Adam Rose

Attorney for Plaintiff

Roslyn Sanches