Kevin Mahoney, Esq. (SBN: 235367)
kmahoney@mahoney-law.net
Berkeh Alemzadeh, Esq. (SBN: 324834)
balem@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

**Electronically FILED by
Superior Court of California,
County of Los Angeles
10/20/2026 1:41 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk**

Attorneys for Plaintiff ALDO JIMENEZ, an individual, and on behalf of all employees similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALDO JIMENEZ, an individual, and on behalf of all employees similarly situated,

Plaintiff,

vs.

INCLUSION SPECIALIZED SUPPORTED LIVING SERVICES, LLC., and DOES 1-50, inclusive,

Defendants.

Case No.: 26STCV33149

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages, Including Minimum and Overtime Wages (Labor Code §§ 510, 1194);
2. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
3. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
4. Failure to Provide Accurate Itemized Wage Statements (Labor Code §§ 226, 1174);
5. Failure to Pay Wages at Separation including Waiting Time Penalties (Labor. Code §§ 201-203); and
6. Unfair Competition (Business and Professions Code § 17200 et seq.).

DEMAND FOR JURY TRIAL

Plaintiff ALDO JIMENEZ ("Plaintiff" or "Mr. Jimenez"), on behalf of himself and all employees similarly situated, complains and alleges on information and belief, as follows:

INTRODUCTION

1. This is a class action brought on behalf of Plaintiff and the class he seeks to represent ("Plaintiff Class" or "Class Members") pursuant to California Code of Civil Procedure section 382. Plaintiff Class consists of all non-exempt, hourly-paid employees currently and/or formerly employed by Defendant INCLUSION SPECIALIZED SUPPORTED LIVING SERVICES, LLC. ("Defendant") in California, during the Class Period. The term "Class Period" is defined as four (4) years prior to the filing of this complaint through the date of certification. Plaintiff reserves the right to amend this complaint to reflect a different "Class Period" or "Plaintiff Class" as further discovery is conducted.

2. Plaintiff individually and on behalf of the class he seeks to represent, seeks relief against Defendants for Defendants' practices of violating the applicable wage orders, the applicable Code of Regulations, and California Labor Codes, including: (1) failure to pay all wages, including minimum wages and overtime wages; (2) failure to provide meal periods or payment for missed meal periods; (3) failure to provide rest periods or payments for missed rest periods; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages upon separation including waiting time penalties; and (6) unfair business practices as set forth more fully herein. These violations concern current and past non-exempt, hourly employees of Defendants failure to pay all wages upon separation including waiting time penalties.

3. At all relevant times herein, Defendant has consistently maintained and enforced against Plaintiff and the Plaintiff Class the following unlawful policies and practices: (a) willfully refusing to pay Plaintiff and Plaintiff Class for all hours worked, including minimum wages; (b) willfully refusing to permit Plaintiff and Plaintiff Class from taking meal and/or rest periods; (c) willfully refusing to furnish Plaintiff and Plaintiff Class with accurate itemized wage statements upon payment of wages; and (d) willfully refusing to compensate Plaintiff and Plaintiff Class for all wages due and owing at the time Plaintiff and Plaintiff Class employment with Defendants ended and/or separated.

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

JURISDICTION AND VENUE

5. Venue is proper in this judicial district and the County of Los Angeles, because Defendants maintain its office location and transacts business in this county, the obligations and liability arise in this county, and work was performed by Plaintiff and Plaintiff Class made the subject of this action in the County of Los Angeles.

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

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

THE PARTIES

The Plaintiff

8. Plaintiff ALDO JIMENEZ was employed by Defendant as a Personal Attendant Assistant Carrier from in or around September 25, 2023, through approximately October 19,

2025, the ("Relevant Employment Period"). At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt, hourly position and was entitled to compensation for all hours worked, including overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant within the four (4) years prior to the commencement of this action.

The Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that Defendants is, and at all times mentioned herein was, a California corporation with its principal place of business located at 7255 Greenleaf Avenue, Suite 20, Whittier, CA 90602. Defendants are a company primarily engaged in providing supported living services to individuals with developmental disabilities, including, among other things, assisting individuals with daily living activities, household management, budgeting, and developing the skills necessary to live independently in their homes and communities. Defendant employed Plaintiff and Plaintiff class in California during the relevant time period and was responsible for establishing and enforcing the wage-and-hour policies at issue.

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

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

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and Plaintiff Class.

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

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

ADMINISTRATIVE PREREQUISITES

15. By this complaint, Plaintiff also brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided for by the Private Attorneys General Act ("PAGA"), Labor Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was employed by Defendant and subject to alleged violations set forth in Labor Code section 2699.5, Plaintiff specifically alleged the following California Labor Code violations, in his notice to the Labor Workforce Development Agency ("LWDA") and the employer: Labor code sections 201, 202, 203, 221, 226, 226.7, 510, 512, 1194, and 1197, 1197.1.

16. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the Labor Workforce Development Agency ("LWDA") and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without

notice from the LWDA.

17. On October 16, 2026, prior to the filing of this complaint, Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was given via certified mail to Defendant, and to the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-1212214-26. A true and correct copy of Plaintiff's notice to the LWDA and Defendant, dated October 16, 2026, is attached hereto as Exhibit A.

18. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within sixty (60) days of the time periods specified in this part." Therefore, Plaintiff intends to amend his complaint upon the expiration of the sixty-five (65) day period for the LWDA to provide notice of its intent to investigate Plaintiff's claims, if the LWDA fails to provide notice.

FACTUAL ALLEGATIONS

19. Plaintiff and the Plaintiff Class were, at all times relevant herein, non-exempt hourly employees within the meaning of the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

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

21. Plaintiff alleges that Defendant failed to compensate Plaintiff and Plaintiff Class at the legally mandated wage rates for all hours worked. Defendant failed to compensate Employee, and Aggrieved Employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employee and Aggrieved Employees routinely worked more than forty (40) hours in any given workweek; however, Employer's "rounding" policy fails to meet the "fairness" test as set out by the appellate court that provided a "rounding" legality test. Under *See's Candy Shops, Inc. v. Superior Court*, 210 Cal.App.4th 889, the rule in California

is that an employer is entitled to use the nearest-tenth rounding policy if the rounding policy is fair and neutral on its face and "it is used in such a manner that it will not result, over a period of time in failure to compensate the employees properly for all the time that they have actually worked." *See's*, 210 Cal.App.4th at 907.

22. Defendant had a pattern, practice, and policy of not providing meal breaks, and as a result, where Plaintiff and Plaintiff Class worked through their meal break, or was interrupted, Defendant failed to compensate for the time spent working during their meal period as a result of not recording Plaintiff and Plaintiff Class meal periods.

23. Plaintiff and Plaintiff Class did not receive their ten (10) minute rest breaks. It was Defendant's policy and practice to prohibit Plaintiff and Plaintiff Class from taking a timely break period. Defendant failed to provide adequate coverage to relieve Plaintiff and Plaintiff Class to allow a duty-free rest break. In addition, Defendant subjected Plaintiff and Plaintiff Class to pressure to complete work on time, thus discouraging and essentially prohibiting Plaintiff and Plaintiff Class from taking their lawful breaks.

24. It was Defendant's policy and practice to maintain time records that were inaccurate and/or falsified. Employer failed to keep accurate time records reflecting all hours worked by Plaintiff and Plaintiff Class, the time they began and ended their meal periods, and the time they ended their shifts. Plaintiff and Plaintiff Class allege the time records do not accurately reflect the hours worked when they either worked through meal breaks or was taken late.

25. In violation of the Labor Code, Plaintiff and Plaintiff Class were not provided with accurate itemized wage statements showing the actual hours worked, correct premium wages earned per pay period, as well as the total hours worked per pay period.

26. Plaintiff and Plaintiff Class were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and Plaintiff Class did not receive payment of all wages due, within permissible time periods, upon separation of employment.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employs, and during the relevant liability period has employed more than one hundred

employees in the State of California in hourly non-exempt positions.

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

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

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

CLASS ALLEGATIONS

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

a. All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and were entitled to be paid all wages accrued and earned, including but not limited to, overtime, double-time, and time spent working off-the-clock pre-shift, during meal periods, and post-shift, but were not;

b. All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and were entitled to be provided legally compliant meal periods or one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section, but were not;

c. All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who did not

receive, or were not afforded, or were not authorized or permitted, a rest period of at least ten (10) consecutive minutes for each four (4) hours or major fraction thereof pursuant to California law or one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section, but were not;

d. All current and former California hourly non-exempt employees who worked for Defendant during the Class Period, who have been terminated or resigned, and were entitled to be paid all wages pursuant to Labor code section 203 and are owed restitution for waiting time penalties deriving from wages, but were not;

e. All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who were entitled to be provided pay stubs that complied with Labor Code sections 1174, and 226, but were not; and

f. All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who suffered injury, including lost money, as a result of Defendant's unfair competition, including but not limited to their policy of willfully failing to pay all wages due, failing to provide meal and rest periods, failing to compensate for wages earned, and failing to provide properly itemized wage statements.

32. Plaintiff's proposed class consists of and is defined as follows: all individuals who worked for Defendant in a California location, including but not limited to, all non-exempt hourly employees and at time during the period from four (4) years prior filing of this complaint through the date of judgement ("Class Period.")

33. Plaintiff reserves the right under rule 3.765 of the California Rules of Court, to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

35. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined

community of interest in the litigation and the proposed Classes are easily ascertainable.

A. Numerosity

36. The potential members of each Class defined herein are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Plaintiff Class has not been determined at this time, Plaintiff is informed and believes that Defendants currently employs, and during the relevant time period employed, hundreds of employees in positions as Defendants' non-exempt employees in California, who are or have been affected by Defendants' unlawful practices as alleged herein.

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

B. Commonality

38. There are common questions of law and fact predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendant failed to pay all wages, including minimum, overtime and double-time wages, due to Plaintiff and the Plaintiff Class;

b. Whether Defendant failed to, and continues to fail, to provide meal periods to Plaintiff and Plaintiff Class;

c. Whether Defendant failed to, and continues to fail, to authorize and permit Class Members to take rest periods;

d. Whether Defendant failed to provide itemized wage statements, and continues to fail to provide itemized wage statements;

e. Whether Defendant failed to pay all wages due upon separation of employment, and continues to fail to provide all wages due upon separation of employment; and

f. Whether Defendant engaged in unfair/unlawful business practices.

39. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and the

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

C. Typicality

40. The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of whom have incurred and/or will incur damages, as a result of Defendant's common course of conduct and common policies and practices. The claims of Plaintiff are typical because Defendant subjected all of its non-exempt employees to the identical violations of the California Industrial Welfare Commission Wage Orders, California Code of Regulations, California Labor Code, and California Business and Professions Code, among other statutes.

D. Adequacy of Representation

41. The Plaintiff will fairly and adequately represent and protect the interests of the Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's attorneys are competent, well-versed, and experienced in litigating employment class actions and other complex litigation matters.

E. Superiority

42. Under the facts and circumstances set forth above, a class action is superior to any other method available for both the fair and efficient adjudication of the rights of each class member in as much as joinder of individual relatively small claims of Class Members is not practical, and if each employee were required to file an individual lawsuit, the corporate defendant would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees fearful of retaliation and permanent damage to their careers at present and/or subsequent employment. Further, the substantial risk of inconsistent or varying verdicts or adjudication with respect to the individual Class Members against Defendant herein further support class certification.

///

///

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES, INCLUDING MINIMUM AND OVERTIME WAGES

(Plaintiff and Plaintiff Class Against All Defendants)

43. Plaintiff and Plaintiff Class incorporate all previous paragraphs of this complaint as though fully set forth herein.

44. Plaintiff alleges that, Defendant maintained throughout the Class Period, a consistent policy and practice of failing to pay wages, including regular, overtime and double time wages for hours worked. Specifically, Defendant required Plaintiff and Plaintiff Class to perform work during overtime periods and during meal periods without premium compensation.

45. Defendant had a policy and/or practice of failing to pay Plaintiff and Plaintiff Class for overtime and/or double time for hours worked over eight (8) hours in a day or forty (40) in a week as a result of Defendant's illegal "rounding" policy, which fails to meet the "fairness" test as set out by the appellate court that provided a "rounding" legality test. Under See's *Candy Shops, Inc. v. Superior Court*, 210 Cal.App.4th 889, the rule in California is that an employer is entitled to use the nearest-tenth rounding policy if the rounding policy is fair and neutral on its face and "it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked." *See's*, 210 Cal.App.4th at 907.

46. Any employee receiving less than the legal minimum wage or legal overtime compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees, and costs of suit pursuant to Labor Code sections 1194 and 1199.

47. Defendant willfully violated the Labor Code by failing to pay Plaintiff and Plaintiff Class all wages including both minimum wage and overtime. Defendant has regularly violated the Labor Code with respect to meeting the requirements of paying wages earned, including, overtime, double-time and remuneration when calculating the employees' regular rate of pay, as herein before alleged.

48. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the unpaid wages resulting from Defendants' minimum wage and overtime violations including

interest thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent permissible including those permitted pursuant to Labor Code sections 1194 and 1194.2 and Code of Civil Procedure section 1021.5 and/or any other statute.

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

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Plaintiff and Plaintiff Class Against All Defendants)

50. Plaintiff and Plaintiff Class incorporate all previous paragraphs of this complaint as though fully set forth herein.

51. Labor Code sections 226.7 and 512, provides that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

52. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

53. As a result of Defendant's failure to record meal periods. Plaintiff and Plaintiff Class were often forced to forego meal periods and/or work during their meal periods. In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiff and Plaintiff Class in violation of Labor Code section 226.7 and 512 and other regulations and statutes.

54. Furthermore, Defendant failed to provide Plaintiff and Plaintiff Class with duty-free meal periods in violation of Labor Code sections 226.7 and 512.

55. At all times relevant hereto, Plaintiff and Plaintiff Class have worked more than five (5) hours in a workday.

56. At varying times relevant hereto, Plaintiff and Plaintiff Class at times have worked more than ten (10) hours in a workday.

57. At all times relevant hereto, the Defendant, and each of them, due to their failure to schedule non-exempt positions in a manner so as to reasonably provide meal and/or work free meal period as required by Labor Code section 226.7 and 512.

58. By virtue of the Defendant's failure to schedule Plaintiff and Plaintiff Class in such a way as to provide meal periods, and/or work free meal periods to Plaintiff and Plaintiff Class thereby causing Plaintiff and Plaintiff Class to suffer, and will continue to suffer, damages in the amounts which are presently unknown, but which exceed the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

59. Plaintiff individually, and on behalf of the Plaintiff Class, requests recovery of meal period compensation pursuant to Labor Code section 226.7 which they are owed beginning four (4) years prior to filing this Complaint as well as the assessment of any statutory penalties against these Defendant, and each of them, in a sum as provided by the Labor Code and/or other statutes.

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

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(Plaintiff and Plaintiff Class Against All Defendants)

61. Plaintiff and Plaintiff Class incorporate all previous paragraphs of this complaint as though fully set forth herein.

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

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

64. Defendant, and each of them, failed and/or refused to implement a relief system by which Plaintiff and Plaintiff Class could receive rest periods and/or work free rest periods.

Furthermore, due to Defendant's relief system, Plaintiff and Plaintiff Class did not receive their rest periods within the required statutory time frame. By and through their actions, Defendant intentionally and improperly denied rest periods to the Plaintiff and Plaintiff Class in violation of Labor Code sections 226.7 and 512.

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

66. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff and Plaintiff Class as a result of their scheduling and shift relief system, Plaintiff and Plaintiff Class have suffered, and will continue to suffer, damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

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

68. Plaintiff, himself and on behalf of employees similarly situated, request recovery of rest period compensation pursuant to Labor Code section 226.7, which they are owed beginning four (4) years prior to filing this Complaint as well as the assessment of any statutory penalties against Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statue.

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

(Plaintiff and Plaintiff Class Against All Defendants)

70. Plaintiff and Plaintiff Class incorporate all previous paragraphs of this complaint as though fully set forth herein.

71. Labor Code section 226, subdivision (a), states in pertinent part that, "every

employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee…(3) the number of piece-rate units earned..;(4) all deductions…;(5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer ..and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee…".

72. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to Plaintiff and Plaintiff Class in accordance with labor Code section 226, subdivision (a), by failing to record the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay.

73. Plaintiff and Plaintiff Class are entitled to damages under Labor Code section 226, subdivision (a), and the greater of all actual damages or fifty dollars ($50.00) for the initial pay period in which a violation occurs and one hundred ($100) per employee for each violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON SEPARATRION

(Plaintiff and Plaintiff Class Against All Defendants)

82. Plaintiff and Plaintiff Class incorporate all previous paragraphs of this complaint as though fully set forth herein.

83. During the relevant time period, Plaintiff and formerly employed members of the Plaintiff Class resigned or were terminated from their positions with Defendants. Defendants, however, willfully did not pay Plaintiff and Plaintiff Class all wages which were due them upon

their separation of employment immediately upon termination or within seventy-two (72) hours of their resignation as required by Labor Code section 202, subdivision (a). The unpaid wages included minimum and overtime wages for off-the-clock work, wages for work performed during meal and rest periods, premium wages for missed meal and rest breaks, and reimbursement for necessary business expenses.

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

85. Defendant's failure to pay final wages to Plaintiff and Plaintiff Class, including unpaid minimum and overtime wages, and meal and rest period premiums, constitutes a willful violation of Labor Code sections 201–203. Plaintiff and class members whose employment ended within the four (4) years preceding the filing of this complaint are entitled to waiting time penalties of up to thirty (30) days of pay at their regular rate, plus interest thereon and reasonable attorneys' fees and costs.

86. Plaintiff and Plaintiff Class who ended their employment with Defendant by resignation or termination, during the relevant time period, were entitled to be promptly paid both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

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

SIXTH CAUSE OF ACTION

VIOLATION OF UNFAIR COMPETITION LAW/UNFAIR-UNLAWFUL BUSINESS PRACTICES

(Plaintiff and Plaintiff Class Against All Defendants)

88. Plaintiff and Plaintiff Class incorporate all previous paragraphs of this complaint as though fully set forth herein.

89. California Business and Professions Code section 17200 et. seq. (also referred to herein as the "Unfair Business Practices Act" or "Unfair Competition Law") prohibit unfair

competition in the form of any unlawful, unfair or fraudulent business act or practice.

90. California Business and Professions Code section 17204 allows "any person who has suffered injury in fact and has lost money or property as a result of such unfair competition" to prosecute a civil action for violation of the Unfair Competition Law ("UCL").

91. Labor Code section 90.5(a) states that it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

92. Beginning at an exact date unknown to Plaintiff, but at least four (4) years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint including but not limited to violations of Labor Code sections 204, 226.7, 512, 1174, 1194, 1197, 1198, and 2775(b) as well as other statues.

93. The violations of these laws and regulations, as well as of the fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code section 17200 et. Seq.

94. The acts and practices described above constitute unfair, unlawful and fraudulent Business Practices, and unfair competition, within the meaning of Business and Professions Code section 17200 et. seq. Among other things, the acts and practices have forced Plaintiff and other similarly situated employees to labor for many hours without receiving the meal and rest periods and to receive both minim wage and overtime compensation, to which they are entitled by law, while enabling Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

95. As a result of Defendant’s acts, Plaintiff and Plaintiff Class have suffered injury in fact in being denied their statutorily entitled meal and rest periods and full compensation for hours of labor. As a result of Defendant’s unlawful acts of unfair competition, Plaintiff and Plaintiff Class have lost money and property in the form of a loss of wages in an amount to be

proven at trial.

96. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and Plaintiff Class have suffered lost wages in an amount to be proven at trial.

97. Business and Professions Code section 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendant from repeating their unlawful, unfair and fraudulent business acts and business practices alleged above.

98. Business and Professions Code section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition. Plaintiff and Plaintiff Class are entitled to restitution pursuant to Business and Professions Code section 17203 for all wages and payments unlawfully withheld from employees, including the fair value of the meal and rest periods taken away from them, during the four-year period prior to the filling of this Complaint.

99. Business and Professions Code section 17202 provides, "Notwithstanding section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition." Plaintiff and Plaintiff Class are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

100. Plaintiff's success in this action will enforce important rights affecting public interest, and in that regard, Plaintiff sues on behalf of the general public, as well as himself and other similarly situated employees. Plaintiff and Plaintiff Class seek and are entitled to restitution, civil penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

101. Plaintiff herein takes upon himself enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action, the action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing him to pay attorney's fees from the recovery in this action. Attorney's fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and otherwise.

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

PRAYER FOR RELIEF

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

1. That the Court determines that this action may be maintained as a class action;
2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
3. That the attorneys of record for Plaintiff whose name appears in this complaint be appointed class counsel;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For penalties to the extent permitted pursuant to the Labor Code, Orders of the Industrial Welfare Commission, including, but not limited to, waiting time penalties under Labor Code section 203, and penalties under Labor Code sections 226, subdivision (e), 226.3, 210, 226.7, 1174.5;
7. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194, and other applicable provisions of law outside the Labor Code; and
8. For such other and further relief as the Court deems just and proper.

Dated: October 19, 2026

MAHONEY LAW GROUP, APC

By: _____

Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
Attorneys for Plaintiff, ALDO JIMENEZ as an individual, and on behalf of all employees similarly situated

DEMAND FOR JURY TRIAL

Plaintiff ALDO JIMENEZ hereby demands trial by jury on all issues so triable in the complaint.

Dated: October 19, 2026

MAHONEY LAW GROUP, APC

By: _____

Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
Attorneys for Plaintiff ALDO JIMENEZ as an individual, and on behalf of all employees similarly situated

EXHIBIT A

MAHONEY
LAW GROUP, APC

Kevin Mahoney, Esq.
562.590.5550 Phone
562.590.8400 Fax
kmahoney@mahoney-law.net

October 16, 2026

Via Online Submission
LABOR AND WORKFORCE DEVELOPMENT AGENCY
https://dir.govfa.net/411

VIA U.S. MAIL & CERTIFIED MAIL: # 9589 0710 5270 3375 6694 28
Return Receipt Requested
Inclusion Specialized Supported Living Services, LLC
ATTN: Tony Carrillo
7255 Greenleaf Avenue, Ste. 20,
Whittier, CA 90602

Re: Jimenez v. Inclusion Specialized Supported Living Services, LLC.

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

To: Labor and Workforce Development Agency (LWDA); Inclusion Specialized Supported Living Services, LLC.: ("Employer").

From: Aldo Jimenez, on behalf of himself and other aggrieved employees who were subject to the Employer's wage-and-hour policies described below.

Factual Statement

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

Theories of Labor Code Violations and Remedies

Inclusion Specialized Supported Living Services, LLC (hereinafter "Employer"), is a company primarily engaged in providing supported living services to individuals with developmental disabilities, including, among other things, assisting individuals with daily living activities, household management, budgeting, and developing the skills necessary to live independently in their homes and communities, and was the Employer of Employee. Employee is

a former employee of Employer and worked for Employer as a Personal Attendant Assistant Carrier from in or around September 25, 2023, through approximately October 19, 2025.

Employee alleges that Employer violated various sections of the California Labor Code, including sections 201, 202, 203, 204, 226, 1174, 1197.5, and 1198, by:

a) Failing to pay Employee, and Aggrieved Employees for all hours worked, including minimum and overtime wages at the appropriate rate;
b) Failing to provide Employee and Aggrieved Employees with compliant meal periods or premium compensation in lieu thereof;
c) Failing to provide Employee and Aggrieved Employees with compliant rest periods or premium compensation in lieu thereof;
d) Failing to provide Employee and Aggrieved Employees with accurate itemized wage statements; and
e) Failing to pay Employee and Aggrieved Employees all wages earned and owed upon separation of employment, thereby triggering waiting time penalties.

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

A. Employer Failed to Pay Employee, and Aggrieved Employees for All Hours Worked, in Accordance with California law, Including Both Minimum Wage and Overtime

Employer failed to compensate Employee, and Aggrieved Employees at the legally mandated wage rates for all hours worked in violation of California law. Employer implemented an unlawful rounding policy that failed to compensate Employee and Aggrieved Employees for all hours worked, in violation of the applicable Wage Orders, regulations, and statutes. As can be seen from Employee's wage statements, Employer rounded the hours worked by the Employee and other Aggrieved Employees. Employee alleges that on average, this rounding favored Employer and therefore resulted in lost wages to Employee, and Aggrieved Employees. As a result, Employer failed to provide compensation at least at a minimum wage rate for all hours worked as required by the Labor Code.

Further, to the extent that Employee, and Aggrieved Employees worked shifts of at least eight (8) hours per day, or forty (40) hours per week, all unpaid wages described above in excess of the hours specific herein were required to be compensated at a rate of at least one and a half times each employee's base rate of pay. To the extend such hours exceeded twelve (12) hours in one day or eight (8) hours on the seventh (7^{th}) consecutive day worked such hours were required to be compensated at a rate of at least (2) times each employees' base rate of pay. However, Employee, and Aggrieved Employees were not paid for all hours worked at the hourly rate required by law. Additionally,, Employer obligated Employee, and Aggrieved Employees to work off-the-

clock. Further, Employer required Employees and Aggrieved Employees to continue to work through meal breaks while off-the-clock.

Employer's failure to pay Employee, and Aggrieved Employees for all hours worked, including applicable overtime rates, as detailed above is actionable under PAGA as a violation of the Labor Code and the Wage Order.

B. Employer Failed to Provide Employee and Aggrieved Employees with Meal Periods or Premium Compensation in Lieu Thereof, in Violation of California Law

Labor Code sections 226.7 and 512 provide that no Employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Nor shall an Employer employ a person for a work period for more than ten (10) hours without providing a second uninterrupted meal period of at least thirty (30) minutes. Further, when an Employer fails to provide an employee a required meal period, the Employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Employee and Aggrieved Employees worked eight (8) hours or more each workday but frequently did not receive a timely, uninterrupted thirty (30) minutes for meal periods due to the nature of their shifts and Employers failure to schedule Employee, and Aggrieved Employees in an overlapping manner so as to allow Employee, and Aggrieved Employees to take a timely, uninterrupted meal period. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1041-42). When Employee and Aggrieved Employees worked more than ten (10) hours in a shift they were not provided with a second thirty (30) minute uninterrupted meal period. *Id*. When Employee and Aggrieved Employees were not provided with lawful requisite meal periods, they were not compensated with one (1) hour of pay at their regular rate of pay as mandated by law. At all times, Employee and aggrieved employees never received premiums for missed or on-duty meal periods.

As a result of Employer's policy and practices, Employee, and Aggrieved Employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Employer's conduct is in violation of Labor Code Sections 226.7 and 512, the Wage Order, and is also actionable under PAGA.

C. Employer failed to provide Employee and Aggrieved Employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that Employer permit all employees to take a ten (10) minute rest period for every four (4) hours, or major fraction thereof worked. Further, when an Employer fails to provide an employee with required rest periods, the Employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Frequently, Employee and Aggrieved Employees were not permitted to take the mandated rest periods due to Employer's failure to sufficiently staff shifts to provide relief and the pressure to complete the assigned duties. Specifically, Employee and Aggrieved Employees were

consistently not provided lawful rest periods and instead were required to attend their job duties and supervisions. Employer did not maintain a policy or practice to pay an additional hour of pay for interrupted or foregone rest breaks. No premiums were paid for missed rest periods.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and Wage Order.

D. Employer Failed to Provide Employee, and Aggrieved Employees with Accurate Itemized Wage Statements

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

By failing to pay Employee, and Aggrieved Employees for all hours worked, including the applicable overtime rates and worked during the meal and rest periods and premium compensation for missed and/or late meal periods, and by manipulating the timesheets of Employee and Aggrieved Employees, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages, and inaccurate corresponding number of hours worked at each hourly rate.

Employee and Aggrieved Employees were not asked to verify actual time worked, and Employer failed to follow proper procedures to ensure that time spent for off-the-clock work were captured. Therefore, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages. Thus, Employee and other Aggrieved Employees received wage statements that failed to include all rest and meal period premiums, compensation for actual and all hours worked, total hours worked, number of hours worked at each hourly rate, the correct overtime rate, gross and net wages earned.

Employers' conduct is not compliant with Labor Code sections 226 and 1174, the Wage Order, and is therefore actionable under PAGA.

E. Employer Failed to Pay Employee and Aggrieved Employees All Wages Earned and Owed Upon Separation of Employment Including Waiting Time Penalties

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

Labor Code section 202, subdivision (a) provides, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice

of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

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

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

F. Reservation of Rights

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

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

MAHONEY LAW GROUP, APC
Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net
balem@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
MAHONEY LAW GROUP, APC