

SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LEUCADIA BEACH HOLDING LLC, an unknown business entity; LEUCADIA BEACH HOLDINGS, LLC, a California limited liability company; (Additional Parties Attachment form is attached)

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

TAYLOR BAGGEST, on behalf of the State of California in Plaintiff's representative capacity as a private attorney general

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

6/1/2026 6:32:19 PM

Clerk of the Superior Court
By I. Ledesma, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Diego Superior Court

North County Courthouse - 325 South Melrose Drive, Vista, CA 92081

CASE NUMBER:
(Número del Caso):

26CU030582N

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jennifer Gerstenzang, Esq.; Zakay Law Group, APLC - 3110 Camino Del Rio S, Suite 308, San Diego, CA 92108; T:(619) 255-9047

DATE: June 4, 2026

(Fecha)

Clerk, by

(Secretario)



, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

SHORT TITLE: Baggest v. Leucadia Holding LLC, et al.	CASE NUMBER:
---	--------------

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

LINKS HEALTHCARE GROUP LLC, a Delaware limited liability company; COVENANT CARE ENCINITAS LLC, a California limited liability company; AFFIRMA REHABILITATION, INC., a California corporation; ELEVATE HOME HEALTH, LLC, a California limited liability company; and DOES 1-50, Inclusive,

1 **ZAKAY LAW GROUP, APLC**
2 Shani O. Zakay (State Bar #277924)
3 shani@zakaylaw.com
4 Jennifer Gerstenzang (State Bar #279810)
5 jenny@zakaylaw.com
6 Eden Zakay (State Bar #339536)
7 eden@zakaylaw.com
8 Jaclyn Joyce (State Bar #285124)
9 jaclyn@zakaylaw.com
10 3110 Camino Del Rio S, Suite 308
11 San Diego, CA 92108
12 Telephone: (619) 255-9047

13 Attorneys for PLAINTIFF

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

6/1/2026 6:32:19 PM

Clerk of the Superior Court
By I. Ledesma ,Deputy Clerk

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF SAN DIEGO**

16 TAYLOR BAGGEST, on behalf of the State of
17 California in Plaintiff's representative capacity
18 as a private attorney general,

19 Plaintiff,

20 v.

21 LEUCADIA BEACH HOLDING LLC, an
22 unknown business entity; LEUCADIA BEACH
23 HOLDINGS, LLC, a California limited liability
24 company; LINKS HEALTHCARE GROUP
25 LLC, a Delaware limited liability company;
26 COVENANT CARE ENCINITAS, LLC, a
27 California limited liability company;
28 AFFIRMA REHABILITATION, INC., a
California corporation; ELEVATE HOME
HEALTH, LLC, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No: 26CU030582N

REPRESENTATIVE ACTION
COMPLAINT FOR:

1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ.]

1 PLAINTIFF TAYLOR BAGGEST (“PLAINTIFF”), an individual, in PLAINTIFF’S
2 representative capacity and on behalf of PLAINTIFF, the people of the State of California, and as
3 an “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorney
4 General Act of 2004, Section 2699, *et seq.* (“PAGA”) only, alleges on information and belief, except
5 for PLAINTIFF’s own acts and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants LEUCADIA BEACH HOLDING
8 LLC, an unknown business entity; LEUCADIA BEACH HOLDINGS, LLC, a California limited
9 liability company; LINKS HEALTHCARE GROUP LLC, a Delaware limited liability company;
10 COVENANT CARE ENCINITAS LLC, a California limited liability company; AFFIRMA
11 REHABILITATION, INC., a California corporation; and ELEVATE HOME HEALTH, LLC, a
12 California limited liability company (collectively, “DEFENDANTS”) seeking only to recover
13 PAGA civil penalties on behalf of all current and former aggrieved employees who worked for
14 DEFENDANTS. PLAINTIFF does **not seek to recover anything other than penalties as**
15 **permitted by California Labor Code Section 2699.** To the extent that statutory violations are
16 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
17 damages for those violations, but simply the civil penalties permitted by California Labor Code
18 Section 2699.

19 2. California has enacted the PAGA which permits PLAINTIFF to bring an action on
20 behalf of PLAINTIFF and on behalf of others for PAGA penalties *only*, which is the precise and
21 sole nature of this action.

22 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANTS’
23 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any
24 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be
25 construed as attempting to obtain any relief that would not be available in a PAGA-only action.

26 4. PLAINTIFF brings this representative action pursuant to PAGA on behalf of the
27 Labor and Workforce Development Agency (“LWDA”) and other current and former aggrieved
28

1 employees of DEFENDANTS for engaging in a pattern and practice of wage and hour violations
2 under the California Labor Code.

3 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
4 decreased their employment-related costs by systematically violating California wage and hour
5 laws.

6 6. DEFENDANTS' systematic pattern of wage and hour and Industrial Welfare
7 Commission ("IWC") Wage Order violations toward PLAINTIFF and other aggrieved employees
8 in California include, *inter alia*:

- 9 a. Failure to provide compliant meal and rest periods;
- 10 b. Failure to allow employees to take duty-free meal and rest periods;
- 11 c. Failure to pay all minimum, sick pay, regular and overtime wages;
- 12 d. Failure to correctly calculate the regular rate of pay;
- 13 e. Failure to pay within seven (7) days of the close of payroll;
- 14 f. Failure to pay for all hours worked;
- 15 g. Failure to maintain true and accurate records;
- 16 h. Failure to reimburse for required business expenses;
- 17 i. Failure to permit inspection of employee records;
- 18 j. Failure to provide accurate itemized wage statements; and
- 19 k. Failure to timely pay wages due during, and upon termination of employment.

20 7. PLAINTIFF reserves the right to name additional representatives throughout the
21 State of California.

22 **THE PARTIES**

23 8. Defendant LEUCADIA BEACH HOLDING LLC ("Defendant Leucadia Beach") is
24 an unknown business entity that at all relevant times mentioned herein conducted and continues to
25 conduct substantial and regular business throughout California.

26 9. Defendant LEUCADIA BEACH HOLDINGS, LLC ("Defendant Leucadia Beach
27 Holdings") is a California limited liability company that at all relevant times mentioned herein
28 conducted and continues to conduct substantial and regular business throughout California.

1 10. Defendant LINKS HEALTHCARE GROUP LLC (“Defendant Links Healthcare”)
2 is a Delaware limited liability company that at all relevant times mentioned herein conducted and
3 continues to conduct substantial and regular business throughout California.

4 11. Defendant COVENANT CARE ENCINITAS, LLC (“Defendant Covenant Care
5 Encinitas”) is a California limited liability company that at all relevant times mentioned herein
6 conducted and continues to conduct substantial and regular business throughout California.

7 12. Defendant AFFIRMA REHABILITATION, INC. (“Defendant Affirma”) is a
8 California corporation that at all relevant times mentioned herein conducted and continues to
9 conduct substantial and regular business throughout California.

10 13. Defendant ELEVATE HOME HEALTH, LLC (“Defendant Elevate Home”) is a
11 California limited liability company that at all relevant times mentioned herein conducted and
12 continues to conduct substantial and regular business throughout California.

13 14. Defendant Leucadia Beach, Defendant Leucadia Beach Holdings, Defendant Links
14 Healthcare, Defendant Covenant Care Encinitas, Defendant Affirma, and Defendant Elevate Home
15 were the joint employers of PLAINTIFF and the AGGRIEVED EMPLOYEES as evidenced by
16 the documents issued to PLAINTIFF and the AGGRIEVED EMPLOYEES, by the companies for
17 which PLAINTIFF and the AGGRIEVED EMPLOYEES performed work, respectively, and as
18 these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF
19 and the AGGRIEVED EMPLOYEES. Therefore, Defendant Leucadia Beach, Defendant Leucadia
20 Beach Holdings, Defendant Links Healthcare, Defendant Covenant Care Encinitas, Defendant
21 Affirma, and Defendant Elevate Home are jointly responsible as employers for the conduct alleged
22 herein as “DEFENDANTS.”

23 15. DEFENDANTS own and operate skilled nursing facilities in California, including
24 in the County of San Diego.

25 16. PLAINTIFF has been employed by DEFENDANTS in California since December
26 of 2024, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required
27 meal and rest periods and payment of minimum and overtime wages due for all time worked.
28

1 17. PLAINTIFF, and such persons who may be added from time to time who satisfy the
2 requirements and exhaust the administrative procedures under the PAGA, bring this Representative
3 Action on behalf of the State of California with respect to PLAINTIFF and all individuals who are
4 or previously were employed by Defendant Leucadia Beach and/or Defendant Leucadia Beach
5 Holdings and/or Defendant Links Healthcare and/or Defendant Covenant Care Encinitas and/or
6 Defendant Affirma and/or Defendant Elevate Home in California and classified as non-exempt
7 employees (“AGGRIEVED EMPLOYEES”) during the time period of March 25, 2025, and the
8 present (“PAGA PERIOD”).

9 18. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
10 Section 2699(c) because PLAINTIFF was employed by DEFENDANTS and personally suffered
11 each of the alleged Labor Code violations committed by DEFENDANTS.

12 19. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
13 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
14 and the applicable IWC Wage Order.

15 20. Each of the fictitiously named defendants participated in the acts alleged in this
16 Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,
17 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting
18 forth the true names and capacities of these fictitiously named Defendants when their true names
19 are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the
20 fictitious Defendants have participated in the acts alleged in this Complaint.

21 21. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively
22 “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S
23 employer, within the meaning of California Labor Code Section 558, who violated or caused to be
24 violated a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
25 hours and days of work in any order of the IWC and, as such, are subject to civil penalties for each
26 underpaid employee, as set forth in Labor Code Section 558, at all relevant times.

27 22. DEFENDANTS were PLAINTIFF’S employer or persons acting on behalf of
28 PLAINTIFF’S employer either individually or as an officer, agent, or employee of another person,

1 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
2 employee a wage less than the minimum fixed by California state law, and as such, are subject to
3 civil penalties for each underpaid employee.

4 **JURISDICTION AND VENUE**

5 23. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure, Section 410.10 and California Business and Professions Code, Section 17203. This
7 Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the
8 Private Attorney General Act of 2004, California Labor Code Section 2698, *et seq.*

9 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,
10 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times
11 maintained offices and facilities in this County and/or conduct substantial business in this County,
12 and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED
13 EMPLOYEES.

14 **THE CONDUCT**

15 25. In violation of the applicable sections of the California Labor Code and the
16 requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice,
17 and procedure, intentionally, knowingly, and systematically failed to provide legally compliant
18 meal and rest periods, failed to accurately compensate PLAINTIFF and AGGRIEVED
19 EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and AGGRIEVED
20 EMPLOYEES for all time worked, failed to compensate PLAINTIFF and AGGRIEVED
21 EMPLOYEES for off-the-clock work, failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES
22 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and AGGRIEVED
23 EMPLOYEES for meal and rest premiums at the regular rate, failed to reimburse PLAINTIFF and
24 other AGGRIEVED EMPLOYEES for business expenses, and knowingly and intentionally failed
25 to issue to PLAINTIFF and AGGRIEVED EMPLOYEES accurate itemized wage statements
26 showing, among other things, all applicable hourly rates in effect during the pay periods and the
27 corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and
28 practices are intended to purposefully avoid the accurate and full payment for all time worked as

1 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
2 advantage over competitors who comply with the law. To the extent equitable tolling operates to
3 toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD
4 should be adjusted accordingly.

5 **A. Meal Period Violations**

6 26. Pursuant to the IWC Wage Orders, DEFENDANTS were required to pay
7 PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during
8 which an employee is subject to the control of an employer, including all the time the employee is
9 suffered or permitted to work. From time to time during the PAGA PERIOD, DEFENDANTS
10 required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them for all the
11 time they were under DEFENDANTS' control. Specifically, DEFENDANTS required
12 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S off-duty
13 meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch.
14 As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage and
15 overtime compensation by regularly working without their time being accurately recorded and
16 without compensation at the applicable minimum wage and overtime rates. DEFENDANTS'
17 uniform policy and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
18 time worked is evidenced by DEFENDANTS' business records.

19 27. During the PAGA PERIOD, as a result of their rigorous work schedules and
20 DEFENDANTS' inadequate staffing practices, PLAINTIFF and other AGGRIEVED
21 EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and
22 were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED
23 EMPLOYEES were from time to time required to perform work as ordered by DEFENDANTS for
24 more than five (5) hours during some shifts without receiving a meal break. Further, from time to
25 time DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a
26 second off-duty meal period for some workdays in which DEFENDANTS require these employees
27 to work ten (10) hours. The nature of the work performed by PLAINTIFF and other AGGRIEVED
28 EMPLOYEES does not qualify for the limited and narrowly construed "on-duty" meal period

1 exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED
2 EMPLOYEES were, from time to time, required to remain on duty and on call. DEFENDANTS'
3 failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with legally required meal
4 breaks is evidenced by DEFENDANTS' business records. PLAINTIFF and AGGRIEVED
5 EMPLOYEES therefore forfeited meal breaks without additional compensation and as a result of
6 DEFENDANTS' strict corporate policy and practice.

7 **B. Rest Period Violations**

8 28. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
9 were from time to time also required to work in excess of four (4) hours without being provided ten
10 (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS'
11 inadequate staffing. Further, for the same reasons, these employees were from time to time denied
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
13 (4) hours, denied from time to time a first and second rest period of at least ten (10) minutes for
14 some shifts worked of between six (6) and eight (8) hours, and denied from time to time a first,
15 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or
16 more. When they were provided with rest breaks, PLAINTIFF and other AGGRIEVED
17 EMPLOYEES were, from time to time, required to remain on duty and/or on call. PLAINTIFF and
18 other AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof. As
19 a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF
20 and other AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by
21 DEFENDANTS and DEFENDANTS' managers.

22 **C. Unreimbursed Business Expenses**

23 29. DEFENDANTS as a matter of corporate policy, practice, and procedure,
24 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and
25 the other AGGRIEVED EMPLOYEES for required business expenses incurred by PLAINTIFF
26 and other AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf
27 of DEFENDANTS. Under California Labor Code Section 2802, employers are required to
28 indemnify employees for all expenses incurred in the course and scope of their employment.

1 California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence
3 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
4 even though unlawful, unless the employee, at the time of obeying the directions, believed them to
5 be unlawful."

6 30. In the course of their employment, DEFENDANTS required PLAINTIFF and other
7 AGGRIEVED EMPLOYEES to incur personal expenses as a result of and in furtherance of their
8 job duties for the use of their personal cell phones and purchase of work uniforms. Specifically,
9 PLAINTIFF and other AGGRIEVED EMPLOYEES were required to use their own cell phones
10 and purchase work uniforms in order to perform work related tasks. However, DEFENDANTS
11 unlawfully failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for the
12 personal expenses incurred for the use of their personal cell phones and purchase of work uniforms.
13 As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and other
14 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses that included, but were not
15 limited to, costs related to the use of their personal cell phones and purchase of work uniforms, all
16 on behalf of and for the benefit of DEFENDANTS.

17 **D. Wage Statement Violations**

18 31. California Labor Code Section 226 requires an employer to furnish its employees an
19 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
22 name of the employee and only the last four digits of the employee's social security number or an
23 employee identification number other than a social security number, (8) the name and address of
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 32. From time to time during the PAGA PERIOD, when PLAINTIFF and other
27 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed
28 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed

1 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
2 statements which failed to show, among other things, all deductions, the total hours worked and all
3 applicable hourly rates in effect during the pay period, and the corresponding amount of time
4 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
5 periods.

6 33. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and other
7 AGGRIEVED EMPLOYEES with wage statements that accurately provided the name and address
8 of the legal entity that is the employer, in violation of California Labor Code section 226(a)(8).

9 34. Further, DEFENDANTS from time to time provided PLAINTIFF and other
10 AGGRIEVED EMPLOYEES with wage statements that included items such as meal period
11 premiums into the calculation of total hours worked. However, such premiums are not “hours
12 worked” for purposes of California Labor Code section 226(a)(2). As such, DEFENDANTS from
13 time to time failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with wage
14 statements that accurately provided the total hours worked, in violation of California Labor Code
15 Section 226(a)(2).

16 35. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
17 PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements that comply with
18 California Labor Code Section 226(a)(1)-(9).

19 36. As a result, DEFENDANTS issued PLAINTIFF and AGGRIEVED EMPLOYEES
20 with wage statements that violate California Labor Code Section 226. Further, DEFENDANTS’
21 violations are knowing and intentional; they were not isolated due to an unintentional payroll error
22 due to clerical or inadvertent mistake.

23 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

24 37. During the PAGA PERIOD, from time to time DEFENDANTS failed and continue
25 to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours worked.

26 38. During the PAGA PERIOD, from time to time DEFENDANTS required
27 PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including,
28

1 but not limited to, sending and receiving work-related communications. This resulted in
2 PLAINTIFF and AGGRIEVED EMPLOYEES having to work while off-the-clock.

3 39. DEFENDANTS directed and directly benefited from the undercompensated off-the-
4 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

5 40. DEFENDANTS controlled the work schedules, duties, protocols, applications,
6 assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

7 41. DEFENDANTS were able to track the amount of time PLAINTIFF and
8 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,
9 or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work
10 they performed.

11 42. PLAINTIFF and AGGRIEVED EMPLOYEES were non-exempt employees,
12 subject to the requirements of the California Labor Code.

13 43. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
14 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for
15 the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES typically
16 worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
17 DEFENDANTS' policies and practices also deprived them of overtime pay.

18 44. DEFENDANTS knew or should have known that PLAINTIFF and AGGRIEVED
19 EMPLOYEES' off-the-clock work was compensable under the law.

20 45. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
21 them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent
22 working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF
23 and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is
24 evidenced by DEFENDANTS' business records.

25 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
26 **Redeemed Sick Pay**

27 46. From time to time during the PAGA PERIOD, DEFENDANTS failed and continue
28 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for

1 their overtime and double time hours worked, meal and rest period premiums, and redeemed sick
2 pay. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due to
3 them for working overtime without compensation at the correct overtime and double time rates,
4 meal and rest period premiums, and redeemed sick pay rates. DEFENDANTS' uniform policy and
5 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES at the correct rate for all
6 overtime and double time worked, meal and rest period premiums, and redeemed sick pay in
7 accordance with applicable law is evidenced by DEFENDANTS' business records.

8 47. State law provides that employees must be paid overtime at one-and-one-half times
9 their "regular rate of pay." (Cal. Lab. Code § 510.) PLAINTIFF and other AGGRIEVED
10 EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific
11 elements of an employee's performance.

12 48. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'
13 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF
14 and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for
15 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
16 basis with bonus compensation when the employees met the various performance goals set by
17 DEFENDANTS.

18 49. From time to time, when calculating the regular rate of pay, in those pay periods
19 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, paid
20 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary
21 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as
22 part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all
23 non-overtime hours worked. Management and supervisors described the incentive/bonus program
24 to potential and new employees as part of the compensation package. As a matter of law, the
25 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
26 included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment
27 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay
28 to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically,

1 California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall
2 be calculated in the same manner as the regular rate of pay for the workweek in which the non-
3 exempt employee uses paid sick time, whether or not the employee actually works overtime in that
4 workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive
5 compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in
6 violation of California Labor Code Section 246 the underpayment of which is recoverable under
7 California Labor Code Sections 201, 202, 203 and/or 204.

8 50. In violation of the applicable sections of the California Labor Code and the
9 requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice,
10 and procedure, intentionally and knowingly failed to compensate PLAINTIFF and AGGRIEVED
11 EMPLOYEES at the correct rate of pay for all overtime and double time worked, meal and rest
12 period premiums, and sick pay. This uniform policy and practice of DEFENDANTS is intended to
13 purposefully avoid the payment of the correct overtime and double time compensation, meal and
14 rest period premiums, and sick pay as required by California law which allowed DEFENDANTS
15 to illegally profit and gain an unfair advantage over competitors who complied with the law. To
16 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
17 DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

18 **G. Sick Pay Violations**

19 51. California Labor Code Section 246(a)(1) mandates that "An employee who, on or
20 after July 1, 2015, works in California for the same employer for 30 or more days within a year
21 from the commencement of employment is entitled to paid sick days as specified in this section."
22 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
23 From time to time, DEFENDANTS failed to have a policy or practice in place that provided
24 PLAINTIFF and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave. As of January
25 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to provide and allow
26 employees to use at least forty hours or five days of paid sick leave per year.

27 52. California Labor Code Section 246(i) requires an employer to furnish its employees
28 with written wage statements setting forth the amount of paid sick leave available. From time to

1 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
2 and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick leave
3 available.

4 **H. Violations for Untimely Payment of Wages**

5 53. Pursuant to California Labor Code section 204, PLAINTIFF and the AGGRIEVED
6 EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFF
7 and the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
8 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
9 rest period premium wages within the permissible time period.

10 54. Pursuant to California Labor Code Section 201, "If an employer discharges an
11 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
12 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
13 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
14 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
15 entitled to his or her wages at the time of quitting." PLAINTIFF and the AGGRIEVED
16 EMPLOYEES were, from time to time, not timely provided the wages earned and unpaid at the
17 time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections
18 201 and 202. Further, DEFENDANTS' violations are willful and intentional; they were not isolated
19 due to an unintentional payroll error due to clerical or inadvertent mistake.

20 55. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
21 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
22 employment ended during the PAGA PERIOD.

23 **I. Unlawful Deductions**

24 56. DEFENDANTS, from time to time unlawfully deducted wages from PLAINTIFF
25 and AGGRIEVED EMPLOYEES' pay without explanations and without authorization to do so or
26 notice to PLAINTIFF and the AGGRIEVED EMPLOYEES. As a result, DEFENDANTS violated
27 Labor Code Section 221.

28 ///

1 **J. Unlawful Rounding Practices**

2 57. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable
3 timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED
4 EMPLOYEES for the actual time these employees worked each day, including overtime hours.
5 Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted
6 in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated for all of their time
7 worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round
8 the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and AGGRIEVED
9 EMPLOYEES in order to avoid paying these employees for all their time worked, including the
10 applicable overtime compensation for overtime worked. As a result, PLAINTIFF and other
11 AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked by
12 working without their time being accurately recorded and without compensation at the applicable
13 overtime rates.

14 58. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
15 rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES' time being
16 inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy
17 and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as ordered by
18 DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal
19 break.

20 **K. Timekeeping Manipulation**

21 59. During the PAGA PERIOD, DEFENDANTS, from time to time, did not have an
22 immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED
23 EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each day,
24 including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANTS
25 were able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS'
26 timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order to avoid paying
27 these employees for all hours worked, applicable overtime compensation, applicable sick pay,
28 missed meal breaks and missed rest breaks.

1 60. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time to time,
2 forfeited time worked by working without their time being accurately recorded and without
3 compensation at the applicable pay rates.

4 61. The mutability of the timekeeping system also allowed DEFENDANTS to alter
5 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
6 timekeeping system so as to create the appearance that PLAINTIFF and AGGRIEVED
7 EMPLOYEES clocked out for thirty (30) minute meal breaks when in fact the employees were not
8 at all times provided an off-duty meal break. This practice is a direct result of DEFENDANTS'
9 uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal
10 breaks each day or otherwise compensating them for missed meal breaks.

11 62. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
12 them for all hours worked at DEFENDANTS' direction, control and benefit for the time the
13 timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay
14 PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
15 applicable law is evidenced by DEFENDANTS' business records.

16 **L. Reporting Time Violations**

17 63. Further, DEFENDANTS from time to time required PLAINTIFF and AGGRIEVED
18 EMPLOYEES to report to work, but were furnished less than half their scheduled shift's worth of
19 work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 § 11040,
20 subdivision 5(A). Specifically, Subdivision 5(A) states, "(A) Each workday an employee is
21 required to report for work and does report, but is not put to work or is furnished less than half said
22 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
23 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at
24 the employee's regular rate of pay, which shall not be less than the minimum wage." In addition,
25 when DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to engage in
26 additional work, this sometimes resulted in a second reporting for work in a single workday. In
27 such a circumstance of a second reporting for work in a single workday, DEFENDANTS failed to
28 pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision

1 5(B) states: “If an employee is required to report for work a second time in any one workday and
2 is furnished less than two (2) hours of work on the second reporting, said employee shall be paid
3 for two (2) hours at the employee’s regular rate of pay, which shall be not less than the minimum
4 wage.” Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

5 **M. Failure to Provide Personnel Files**

6 64. On December 23, 2025 and January 26, 2026, PLAINTIFF caused written requests
7 via certified mail to be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment
8 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized
9 pay stubs; (4) time records; and (5) PLAINTIFF’S complete employment file.

10 65. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
11 personnel records, payroll records, time records, employment contract, and entire employment file
12 within thirty (30) days of their requests stated above. In fact, as of the date of filing of this
13 complaint, DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount
14 of \$750 pursuant to California Labor Code Sections 226 and 1198.5. DEFENDANTS violated
15 California Labor Code Sections 226, 432, and 1198.5 by failing to respond and provide
16 PLAINTIFF with their employment file. Labor Code Section 226(b) requires employers to make
17 payroll records available to employees upon reasonable request. Labor Code Section 226(c) further
18 requires that the employer comply with the request for records as soon as practicable, but no later
19 than twenty-one (21) calendar days from the date of request. Labor Code Section 226(f) entitles
20 employees to recover civil penalties of \$750 against an employer who violates these requirements.
21 Labor Code Section 432 also entitles an employee to receive copies of any signed documents
22 related to the obtaining or holding of employment. Finally, pursuant to the applicable Industrial
23 Welfare Commission wage orders, DEFENDANTS are required to maintain accurate records for
24 employees, including time records, and such records must be made readily available for inspection
25 by the employee upon a reasonable request. Section 1198.5 states that employees (and former
26 employees) have the right to inspect personnel records maintained by the employer “related to the
27 employee’s performance or to any grievance concerning the employee.” Employers must allow
28 inspection or copying within thirty (30) days of the request. As a result, PLAINTIFF is now entitled

1 to and requests injunctive relief to obtain compliance with California Labor Code Sections 226,
2 432, 1198.5 and the applicable IWC Wage Orders, and applicable statutory penalties and an award
3 of attorneys' fees and costs for bringing this action.

4 66. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
5 off-duty meal and rest breaks and was not fully relieved of duty for PLAINTIFF'S rest and meal
6 periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than
7 five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS
8 failed to provide PLAINTIFF with a second off-duty meal period each workday in which
9 DEFENDANTS required PLAINTIFF to work ten (10) hours of work. When DEFENDANTS
10 provided PLAINTIFF with a rest break, they required PLAINTIFF to remain on-duty and on-call
11 for the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on-call and on-duty during
12 what was supposed to be PLAINTIFF'S off-duty meal periods. PLAINTIFF therefore forfeited
13 meal and rest breaks without additional compensation and as a result of DEFENDANTS' strict
14 corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs
15 that failed to comply with California Labor Code Section 226. Further, DEFENDANTS also failed
16 to reimburse PLAINTIFF for required business expenses related to the personal expenses incurred
17 for the use of PLAINTIFF'S personal cell phone and purchase of work uniforms, on behalf of and
18 in furtherance of PLAINTIFF'S employment with DEFENDANTS. Additionally, DEFENDANTS
19 failed to provide and/or make available to PLAINTIFF their personnel records, payroll records,
20 time records, employment contracts, and entire employment file within thirty (30) days of all their
21 requests on December 23, 2025 and January 26, 2026. To date, DEFENDANTS have not fully paid
22 PLAINTIFF the minimum, overtime and double time compensation still owed to PLAINTIFF or
23 any penalty wages owed to PLAINTIFF under California Labor Code Section 203. The amount in
24 controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

25
26
27
28 ///

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(Cal. Lab. Code §§2698 *et seq.*)**

4 **(Alleged by PLAINTIFF against all DEFENDANTS)**

5 67. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
6 herein, the prior paragraphs of this Complaint.

7 68. PAGA is a mechanism by which the State of California itself can enforce state labor
8 laws through the employee suing under the PAGA who does so as the proxy or agent of the state's
9 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
10 a law enforcement action designed to protect the public and not to benefit private parties. The
11 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
12 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
13 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
14 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.
15 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

16 69. At all relevant times, for the reasons described herein and others, PLAINTIFF and
17 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
18 meaning of Labor Code Section 2699(c).

19 70. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
20 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil
21 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

22 71. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
23 Section 2699.3. By certified letter, return receipt requested, dated March 25, 2026, PLAINTIFF
24 gave written notice to the Labor and Workforce Development Agency ("LWDA") and to
25 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
26 including the facts and theories to support the alleged violations. (See **Exhibit #1.**)

27 72. As of the date of this complaint, more than sixty-five (65) days after serving the
28 LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by

1 certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by
2 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
3 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

4 73. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
5 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of
6 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
7 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199,
8 2802 and 2804 in the following amounts:

9 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to two
10 hundred dollars (\$200) per AGGRIEVED EMPLOYEE per pay period [penalty
11 per Labor Code Section 2699(f)];

12 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
13 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
14 any initial violation and one thousand dollars (\$1000) for each subsequent
15 violation [penalty per Labor Code Section 226.3];

16 c. For violations of Labor Code Section 204, a civil penalty in the amount of
17 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
18 violation and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE
19 for each subsequent violation [penalty per Labor Code Section 210];

20 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
21 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
22 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each
23 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
24 per Labor Code Section 558];

25 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount
26 of five hundred dollars (\$500) for each AGGRIEVED EMPLOYEE [penalty
27 per Labor Code Section 1174.5].

28 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,

1 a civil penalty in the amount of one hundred dollars (\$100) for each
2 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
3 hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE per pay
4 period for each subsequent violation [penalty per Labor Code Section 1197.1].

5 74. For all provisions of the Labor Code for which civil penalty is not specifically
6 provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two
7 hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the
8 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
9 connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

3 1. For reasonable attorney's fees and costs of suit to the extent permitted by law,
4 including pursuant to Labor Code Section 2699, *et seq.*;

5 2. For civil penalties to the extent permitted by law pursuant to the Labor Code under
6 the Private Attorneys General Act; and

7 3. For such other relief as the Court deems just and proper.

8
9 DATED: June 1, 2026

10 **ZAKAY LAW GROUP, APLC**

11 By:  _____

12 Shani O. Zakay, Esq.

13 Attorney for PLAINTIFF
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

March 25, 2026

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

LEUCADIA BEACH HOLDING LLC

c/o 900 Santa Fe Dr.
Encinitas, CA 92024

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3646 5439 76

LEUCADIA BEACH HOLDINGS, LLC

c/o C T Corporation System
330 N. Brand Blvd, Ste 700
Glendale, CA 91203

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3646 5439 83

LINKS HEALTHCARE GROUP LLC

c/o C T Corporation System
330 N. Brand Blvd, Ste 700
Glendale, CA 91203

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3646 5439 90

COVENANT CARE ENCINITAS, LLC

AFFIRMA REHABILITATION, INC.

ELEVATE HOME HEALTH, LLC

c/o Andrew F. Torok
120 Vantis Dr., Suite 200
Aliso Viejo, CA 92656

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3646 5440 03

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff TAYLOR BAGGEST (“Plaintiff”) and other aggrieved employees. Plaintiff has been employed by Defendant LEUCADIA BEACH HOLDING LLC (“Defendant Leucadia Beach”), Defendant LEUCADIA BEACH HOLDINGS, LLC (“Defendant Leucadia Beach Holdings”), Defendant LINKS HEALTHCARE GROUP LLC (“Defendant Links Healthcare”),

Defendant COVENANT CARE ENCINITAS, LLC (“Defendant Covenant Care Encinitas”), Defendant AFFIRMA REHABILITATION, INC. (“Defendant Affirma”), and Defendant ELEVATE HOME HEALTH, LLC (“Defendant Elevate Home”) (hereinafter, collectively, “Defendants”) in California since December of 2024 as a Certified Nursing Assistant and worked at Defendants’ facility at 900 Santa Fe Dr., Encinitas, CA 92024. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants’ failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant Leucadia Beach and/or Defendant Leucadia Beach Holdings and/or Defendant Links Healthcare and/or Defendant Covenant Care Encinitas and/or Defendant Affirma and/or Defendant Elevate Home who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period (“Aggrieved Employees”). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant Leucadia Beach and/or Defendant Leucadia Beach Holdings and/or Defendant Links Healthcare and/or Defendant Covenant Care Encinitas and/or Defendant Affirma and/or Defendant Elevate Home in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants’

uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers. For example, during the pay period of October 5, 2025 to October 18, 2025, Plaintiff was denied at least one rest period. However, as evidenced by the

example below, Defendants failed to pay Plaintiff a rest period premium.

CO.	FILE	DEPT	SECTION	ICR# NO.	DT
WTC	000470	000110		0000430035	

LEUCADIA BEACH HOLDING LLC
 900 STA FE DR
 ENCINITAS, CA 92024

Filing Status: Single/Married filing separately
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Earnings Statement 

Period Beginning: 10/05/2025
 Period Ending: 10/18/2025
 Pay Date: 10/24/2025

TAYLOR BAGGEST

Earnings	rate	hours	this period	year to date
Regular	22.0000	30.00	660.00	3,628.68
Overtime				132.00
Double Time				128.92
Meal Penalt				22.00
Gross Pay			\$660.00	3,911.60

Deductions	Statutory	this period	year to date
Federal Income Tax		-8.31	70.00
Social Security Tax		-40.92	242.52
Medicare Tax		-9.57	56.72
CA SDI Tax		-7.92	48.94
CA State Income Tax			20.50
Net Pay		\$593.28	
CHECKING		-593.28	
Net Check		\$0.00	

Other Benefits and Information

	this period	total to date
Totl Hrs Worked	30.00	

Important Notes

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
 CA: Single
 Exemptions/Allowances:
 CA: 0

Your federal taxable wages this period are \$660.00

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones and purchase work uniforms. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and purchase work uniforms. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones and purchase of work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses

incurred for the use of their personal cell phones and purchase of work uniforms, all on behalf of and for the benefit of Defendants. For example, during the pay period of September 21, 2025 to October 4, 2025, Defendants required Plaintiff to use Plaintiff's personal cell phone and purchase of Plaintiff's work uniform. However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone and purchase of her work uniform.

CO	FILE	DEPT	CLOCK	YCHR	NO	172
3172	000170	000110		0000410005		1

LEUCADIA BEACH HOLDING LLC
900 STA FE DR
ENCINITAS, CA 92024

Earnings Statement



Period Beginning: 09/21/2025
Period Ending: 10/04/2025
Pay Date: 10/10/2025

Filing Status: Single/Married Filing separately
Exemptions/Allowances:
Federal Standard Withholding Table

TAYLOR BAGGEST

Earnings	rate	hours	this period
Regular	22.0000	22.47	494.34
Overtime			
Double Time			
Meal Penalt			
Gross Pay			\$494.34

year to date
2,968.68
132.00
128.92
22.00
3,251.60

Other Benefits and Information	this period	total to date
Total Hrs Worked	22.47	

Important Notes

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

Deductions	Statutory		year to date
	Social Security Tax	-30.65	201.60
	Medicare Tax	-7.17	47.15
	CA SDI Tax	-5.93	39.02
	Federal Income Tax		61.69
	CA State Income Tax		20.50
	Net Pay	\$450.59	
	CHECKING	-450.59	
	Net Check	\$0.00	

Your federal taxable wages this period are \$494.34

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (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 the employee's 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 the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above. For example, as identified in the example below, Defendants issued Plaintiff with wage statements that failed to provide the accurate name and

address of the legal entity that is the employer, in violation of California Labor Code section 226(a)(8). Further, as identified in the example below, Defendants issued Plaintiff with wage statements that that included items such as meal period premiums into the calculation of total hours worked. However, meal period premiums are not “hours worked” for purposes of California Labor Code Section 226(a)(2).

CD.	FILE	DEPT.	CLOCK	YCHRL NO.	17R
STC	000170	D06110		0000300004	1

LEUCADIA BEACH HOLDING LLC
900 STA FE DR
ENCINITAS, CA 92024

Earnings Statement



Period Beginning: 09/07/2025
Period Ending: 09/20/2025
Pay Date: 09/26/2025

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

TAYLOR BAGGEST

Earnings	rate	hours	this period	year to date
Regular	22.0000	30.25	665.50	2,474.34
Overtime	33.0000	4.00	132.00	132.00
Double Time	44.0000	2.93	128.92	128.92
Meal Penalt	22.0000	1.00	22.00	22.00
Gross Pay			\$948.42	2,757.26

Other Benefits and Information	this period	total to date
Total Hrs Worked	38.18	

Important Notes

BASIS OF PAY: HOURLY

Deductions	Statutory		
Federal Income Tax	-37.15	61.69	
Social Security Tax	-58.80	170.95	
Medicare Tax	-13.75	39.98	
CA State Income Tax	-11.64	20.50	
CA SDI Tax	-11.38	33.09	
Net Pay	\$815.70		
CHECKING	-815.70		
Net Check	\$0.00		

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants’ violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to sending and receiving work-related communications. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other

Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiff and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the

regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal

break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee 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." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime and double time compensation still owed to Plaintiff or any penalty wages owed to Plaintiff under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or

paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Personnel File Violations: On December 23, 2025 and January 26, 2026, Plaintiff caused written requests via certified mail to be delivered to Defendants for Plaintiff's personnel and employment records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time records; and (5) Plaintiff's complete employment file. Defendants failed to provide and/or make available to Plaintiff and other Aggrieved Employees their personnel records, payroll records, employment contract, and entire employment file within thirty (30) days of their requests stated above. In fact, as of the date of filing of this notice, Defendants have still failed to pay Plaintiff the statutory penalty in the amount of \$750. Defendants violated California Labor Code Sections 226, 432 1198.5 and the applicable IWC Wage Orders by failing to respond and provide Plaintiff with their employment file. Section 226 requires employers to make payroll records available to employees upon reasonable request. Section 432 entitles employees to receive copies of any signed documents relating to the obtaining or holding of employment. Section 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer "related to the employee's performance or to any grievance concerning the employee." Employers must allow inspection or copying within thirty (30) days of the request.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to

change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shani Zakay', with a stylized flourish at the end.

ZAKAY LAW GROUP, APC

Shani Zakay, Esq.