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8 and YARA MEDINA on behalf of themselves and current and former aggrieved employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11
12 GLORIBEL TURCIOS, KAMLESH KUMAR,
13 and YARA MEDINA, on behalf of themselves
and other aggrieved employees,

14 Plaintiff,

15 vs.

16 CPE HR, INC.; WINDSOR CHEVIOT HILLS,
17 LLC; WINDSOR CARE CENTER OF
CHEVIOT HILLS; WINDSOR
18 CONVALESCENT AND REHABILITATION
CENTER OF CONCORD, LLC; WINDSOR
19 COUNTRY DRIVE CARE CENTER, LLP;
WINDSOR EL CAMINO CARE CENTER,
20 LLC; WINDSOR ELK GROVE CARE AND
REHABILITATION, LLC; WINDSOR
21 ELMHAVEN CARE CENTER, LLC;
WINDSOR CONVALESCENT AND
22 REHABILITATION CENTER OF FREMONT,
LLC; WINDSOR GARDENS HEALTHCARE
23 CENTER OF HAYWARD, LLC; WINDSOR
HAYWARD ESTATES, LLC; WINDSOR
24 HAMPTON CARE CENTER, LLC; WINDSOR
MONTEREY CARE CENTER, LLC;
25 WINDSOR SACRAMENTO ESTATES, LLC;
WINDSOR THE RIDGE REHABILITATION
26 CENTER, LLC; WINDSOR CONVALESCENT
AND REHABILITATION CENTER OF
27 SALINAS, LLC; WINDSOR SKYLINE CARE
CENTER, LLC; WINDSOR ROSEWOOD
28 CARE CENTER, LLC; WINDSOR VALLEJO
CARE CENTER, LLC; WINDSOR CARE
CENTER OF PETALUMA, LLC; WINDSOR

Case No.: **21STCV28197**

PAGA ACTION

**PLAINTIFF GLORIBEL TURCIOS,
KAMLESH KUMAR, AND YARA
MEDINA’S COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

**1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTION 2698, et seq.**

1 HEALTHCARE GOLDEN PALMS, LLC;
2 WINDSOR TWIN PALMS HEALTHCARE
3 CENTER, LLC; WINDSOR ARVIN
4 HEALTHCARE, LLC; WINDSOR
5 BAKERSFIELD HEALTHCARE, LLC;
6 WINDSOR CYPRESS GARDENS
7 HEALTHCARE LLC; WINDSOR GARDENS
8 CONVALESCENT CENTER OF LONG
9 BEACH; WINDSOR CONVALESCENT
10 CENTER OF NORTH LONG BEACH;
11 WINDSOR GARDENS CONVALESCENT
12 HOSPITAL OF LOS ANGELES; WINDSOR
13 GARDENS CONVALESCENT CENTER OF
14 SAN DIEGO; WINDSOR CARE CENTER
15 NATIONAL CITY, INC.; WINDSOR
16 TERRACE HEALTHCARE, LLC; WINDSOR
17 COURT ASSISTED LIVING, LLC; WINDSOR
18 WESTLAKE HEALTHCARE, LLC; and DOES
19 1 to 200, inclusive,

20
21 Defendants.

22
23 **COME NOW** Plaintiffs GLORIBEL TURCIOS, KAMLESH KUMAR, and YARA
24 MEDINA (“Plaintiffs”), who alleges and complains against Defendants CPE HR, INC.;
25 WINDSOR CHEVIOT HILLS, LLC; WINDSOR CARE CENTER OF CHEVIOT HILLS;
26 WINDSOR CONVALESCENT AND REHABILITATION CENTER OF CONCORD, LLC;
27 WINDSOR COUNTRY DRIVE CARE CENTER, LLP; WINDSOR EL CAMINO CARE
28 CENTER, LLC; WINDSOR ELK GROVE CARE AND REHABILITATION, LLC; WINDSOR
ELMHAVEN CARE CENTER, LLC; WINDSOR CONVALESCENT AND REHABILITATION
CENTER OF FREMONT, LLC; WINDSOR GARDENS HEALTHCARE CENTER OF
HAYWARD, LLC; WINDSOR HAYWARD ESTATES, LLC; WINDSOR HAMPTON CARE
CENTER, LLC; WINDSOR MONTEREY CARE CENTER, LLC; WINDSOR SACRAMENTO
ESTATES, LLC; WINDSOR THE RIDGE REHABILITATION CENTER, LLC; WINDSOR
CONVALESCENT AND REHABILITATION CENTER OF SALINAS, LLC; WINDSOR
SKYLINE CARE CENTER, LLC; WINDSOR ROSEWOOD CARE CENTER, LLC; WINDSOR
VALLEJO CARE CENTER, LLC; WINDSOR CARE CENTER OF PETALUMA, LLC;
WINDSOR HEALTHCARE GOLDEN PALMS, LLC; WINDSOR TWIN PALMS
HEALTHCARE CENTER, LLC; WINDSOR ARVIN HEALTHCARE, LLC; WINDSOR
BAKERSFIELD HEALTHCARE, LLC; WINDSOR CYPRESS GARDENS HEALTHCARE

1 LLC; WINDSOR GARDENS CONVALESCENT CENTER OF LONG BEACH; WINDSOR
2 CONVALESCENT CENTER OF NORTH LONG BEACH; WINDSOR GARDENS
3 CONVALESCENT HOSPITAL OF LOS ANGELES; WINDSOR GARDENS
4 CONVALESCENT CENTER OF SAN DIEGO; WINDSOR CARE CENTER NATIONAL
5 CITY, INC.; WINDSOR TERRACE HEALTHCARE, LLC; WINDSOR COURT ASSISTED
6 LIVING, LLC; WINDSOR WESTLAKE HEALTHCARE, LLC and DOES 1 to 200, inclusive
7 (collectively “Defendants”) as follows:

8 **I. INTRODUCTION**

9 1. This is a Private Attorneys’ General Act of 2004, Lab. Code § 2698, et seq.
10 (“PAGA”). representative action brought by Plaintiffs on behalf of the State of California,
11 themselves and other current and former aggrieved employees of Defendants who worked as
12 hourly, non-exempt employees, in California during the relevant time period seeking civil
13 penalties associated with Defendants’ violation of the Labor Code based on Defendant’s failure to
14 provide all legally required and legally compliant meal and rest periods, failure to timely pay
15 earned wages during employment, failure to provide complete and accurate wage statements, and
16 failure to timely pay all unpaid wages following separation of employment. Plaintiffs seek on a
17 representative basis, following notice to the Labor and Workforce Development Agency, civil
18 penalties, reasonable attorney’s fees pursuant to Labor Code section 2699(g)(1) and costs brought
19 on behalf of Plaintiffs, the State of California, and others aggrieved.

20 **II. JURISDICTION AND VENUE**

21 2. This Court has jurisdiction over Plaintiffs and other current and former aggrieved
22 hourly non-exempt California-based employees’ claims because Plaintiffs’ lawsuit seeks damages
23 in excess of \$25,000 and Defendants employed the aggrieved employees in California and injuries
24 occurred in locations in California including, but not limited to, Los Angeles County at 3533
25 Motor Av., Los Angeles, CA 90034.

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1 **III. PARTIES**

2 3. Plaintiffs bring this action as a representative of the Labor and Workforce
3 Development Agency on behalf of themselves, the State of California, and other current and
4 former employees subject to violations of the Labor Code. The named Plaintiffs and the persons
5 on whose behalf this action is filed include current, former and/or future employees of Defendants
6 who worked, work, or will work for Defendants as non-exempt hourly employees in California. At
7 all times mentioned herein, the currently named Plaintiffs are and were domiciled and residents
8 and citizens of California and were employed by Defendants in hourly positions at Defendants'
9 location in Los Angeles

10 4. Plaintiff GLORIBEL TURCIOS was employed by Defendants from approximately
11 April 3, 2019, until her termination on or about March 16, 2020.

12 5. Plaintiff KAMLESH KUMAR was employed by Defendants from approximately
13 May 23, 2014, until her termination on or about April 12, 2021.

14 6. Plaintiff YARA MADINA has been employed by Defendants since approximately
15 November 2019.

16 7. Plaintiffs are informed and believe and thereon allege that Defendant CPE HR,
17 INC. is authorized to do business within the State of California and is doing business in the State
18 of California and/or that Defendants DOES 1-5 are, and at all times relevant hereto were persons
19 acting on behalf of Defendant CPE HR, INC. in the establishment of, or ratification of, the
20 aforementioned illegal wage and hour practices or policies. Defendant CPE HR, INC. operates in
21 Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-
22 exempt California-based employees in Los Angeles County, including but not limited to, at 7590
23 N. Glenoaks Boulevard, Burbank CA, 91504.

24 8. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
25 CHEVIOT HILLS, LLC is authorized to do business within the State of California and is doing
26 business in the State of California and/or that Defendants DOES 6-10 are, and at all times relevant
27 hereto were persons acting on behalf of Defendant WINDSOR CHEVIOT HILLS, LLC in the
28 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.

1 Defendant WINDSOR CHEVIOT HILLS, LLC operates in Los Angeles County and employed
2 Plaintiffs and other current and former aggrieved hourly non-exempt California-based employees
3 in Los Angeles County, including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

4 9. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
5 CARE CENTER OF CHEVIOT HILLS is authorized to do business within the State of California
6 and is doing business in the State of California and/or that Defendants DOES 11-15 are, and at all
7 times relevant hereto were persons acting on behalf of Defendant WINDSOR CARE CENTER OF
8 CHEVIOT HILLS in the establishment of, or ratification of, the aforementioned illegal wage and
9 hour practices or policies. Defendant WINDSOR CARE CENTER OF CHEVIOT HILLS operates
10 in Los Angeles County and employed Plaintiff and other current and former aggrieved hourly non-
11 exempt California-based employees in Los Angeles County, including but not limited to, at 3533
12 Motor Ave, Los Angeles, CA 90034.

13 10. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
14 CONVALESCENT AND REHABILITATION CENTER OF CONCORD, LLC is authorized to
15 do business within the State of California and is doing business in the State of California and/or
16 that Defendants DOES 16-20 are, and at all times relevant hereto were persons acting on behalf of
17 Defendant WINDSOR CONVALESCENT AND REHABILITATION CENTER OF CONCORD,
18 LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
19 or policies. Defendant WINDSOR CONVALESCENT AND REHABILITATION CENTER OF
20 CONCORD, LLC operates in Los Angeles County and employed Plaintiffs and other current and
21 former aggrieved hourly non-exempt California-based employees in Los Angeles County,
22 including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

23 11. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
24 COUNTRY DRIVE CARE CENTER, LLP is authorized to do business within the State of
25 California and is doing business in the State of California and/or that Defendants DOES 21-25 are,
26 and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR
27 COUNTRY DRIVE CARE CENTER, LLP in the establishment of, or ratification of, the
28 aforementioned illegal wage and hour practices or policies. Defendant WINDSOR COUNTRY

1 DRIVE CARE CENTER, LLP operates in Los Angeles County and employed Plaintiff and other
2 current and former aggrieved hourly non-exempt California-based employees in Los Angeles
3 County, including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

4 12. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
5 EL CAMINO CARE CENTER, LLC is authorized to do business within the State of California
6 and is doing business in the State of California and/or that Defendants DOES 26-30 are, and at all
7 times relevant hereto were persons acting on behalf of Defendant WINDSOR EL CAMINO
8 CARE CENTER, LLC in the establishment of, or ratification of, the aforementioned illegal wage
9 and hour practices or policies. Defendant WINDSOR EL CAMINO CARE CENTER, LLC
10 operates in Los Angeles County and employed Plaintiffs and other current and former aggrieved
11 hourly non-exempt California-based employees in Los Angeles County, including but not limited
12 to, at 3533 Motor Ave, Los Angeles, CA 90034.

13 13. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
14 ELK GROVE CARE AND REHABILITATION, LLC is authorized to do business within the
15 State of California and is doing business in the State of California and/or that Defendants DOES
16 31-35 are, and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR
17 ELK GROVE CARE AND REHABILITATION, LLC in the establishment of, or ratification of,
18 the aforementioned illegal wage and hour practices or policies. Defendant WINDSOR ELK
19 GROVE CARE AND REHABILITATION, LLC operates in Los Angeles County and employed
20 Plaintiffs and other current and former aggrieved hourly non-exempt California-based employees
21 in Los Angeles County, including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

22 14. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
23 ELMHAVEN CARE CENTER, LLC is authorized to do business within the State of California
24 and is doing business in the State of California and/or that Defendants DOES 36-40 are, and at all
25 times relevant hereto were persons acting on behalf of Defendant WINDSOR ELMHAVEN
26 CARE CENTER, LLC in the establishment of, or ratification of, the aforementioned illegal wage
27 and hour practices or policies. Defendant WINDSOR ELMHAVEN CARE CENTER, LLC
28 operates in Los Angeles County and employed Plaintiffs and other current and former aggrieved

1 hourly non-exempt California-based employees in Los Angeles County, including but not limited
2 to, at 3533 Motor Ave, Los Angeles, CA 90034.

3 15. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
4 CONVALESCENT AND REHABILITATION CENTER OF FREMONT, LLC is authorized to
5 do business within the State of California and is doing business in the State of California and/or
6 that Defendants DOES 41-45 are, and at all times relevant hereto were persons acting on behalf of
7 Defendant WINDSOR CONVALESCENT AND REHABILITATION CENTER OF FREMONT,
8 LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
9 or policies. Defendant WINDSOR CONVALESCENT AND REHABILITATION CENTER OF
10 FREMONT, LLC operates in Los Angeles County and employed Plaintiffs and other current and
11 former aggrieved hourly non-exempt California-based employees in Los Angeles County,
12 including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

13 16. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
14 GARDENS HEALTHCARE CENTER OF HAYWARD, LLC is authorized to do business within
15 the State of California and is doing business in the State of California and/or that Defendants
16 DOES 46-50 are, and at all times relevant hereto were persons acting on behalf of Defendant
17 WINDSOR GARDENS HEALTHCARE CENTER OF HAYWARD, LLC in the establishment
18 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
19 WINDSOR GARDENS HEALTHCARE CENTER OF HAYWARD, LLC operates in Los
20 Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-
21 exempt California-based employees in Los Angeles County, including but not limited to, at 3533
22 Motor Ave, Los Angeles, CA 90034.

23 17. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
24 HAYWARD ESTATES, LLC is authorized to do business within the State of California and is
25 doing business in the State of California and/or that Defendants DOES 51-55 are, and at all times
26 relevant hereto were persons acting on behalf of Defendant WINDSOR HAYWARD ESTATES,
27 LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
28 or policies. Defendant WINDSOR HAYWARD ESTATES, LLC operates in Los Angeles County

1 and employed Plaintiffs and other current and former aggrieved hourly non-exempt California-
2 based employees in Los Angeles County, including but not limited to, at 3533 Motor Ave, Los
3 Angeles, CA 90034.

4 18. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
5 HAMPTON CARE CENTER, LLC is authorized to do business within the State of California and
6 is doing business in the State of California and/or that Defendants DOES 56-60 are, and at all
7 times relevant hereto were persons acting on behalf of Defendant WINDSOR HAMPTON CARE
8 CENTER, LLC in the establishment of, or ratification of, the aforementioned illegal wage and
9 hour practices or policies. Defendant WINDSOR HAMPTON CARE CENTER, LLC operates in
10 Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-
11 exempt California-based employees in Los Angeles County, including but not limited to, at 3533
12 Motor Ave, Los Angeles, CA 90034.

13 19. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
14 MONTEREY CARE CENTER, LLC is authorized to do business within the State of California
15 and is doing business in the State of California and/or that Defendants DOES 61-65 are, and at all
16 times relevant hereto were persons acting on behalf of Defendant WINDSOR MONTEREY
17 CARE CENTER, LLC in the establishment of, or ratification of, the aforementioned illegal wage
18 and hour practices or policies. Defendant WINDSOR MONTEREY CARE CENTER, LLC
19 operates in Los Angeles County and employed Plaintiffs and other current and former aggrieved
20 hourly non-exempt California-based employees in Los Angeles County, including but not limited
21 to, at 3533 Motor Ave, Los Angeles, CA 90034.

22 20. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
23 SACRAMENTO ESTATES, LLC is authorized to do business within the State of California and
24 is doing business in the State of California and/or that Defendants DOES 66-70 are, and at all
25 times relevant hereto were persons acting on behalf of Defendant WINDSOR SACRAMENTO
26 ESTATES, LLC in the establishment of, or ratification of, the aforementioned illegal wage and
27 hour practices or policies. Defendant WINDSOR SACRAMENTO ESTATES, LLC operates in
28 Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-

1 exempt California-based employees in Los Angeles County, including but not limited to, at 3533
2 Motor Ave, Los Angeles, CA 90034.

3 21. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
4 THE RIDGE REHABILITATION CENTER, LLC is authorized to do business within the State of
5 California and is doing business in the State of California and/or that Defendants DOES 71-75 are,
6 and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR THE
7 RIDGE REHABILITATION CENTER, LLC in the establishment of, or ratification of, the
8 aforementioned illegal wage and hour practices or policies. Defendant WINDSOR THE RIDGE
9 REHABILITATION CENTER, LLC operates in Los Angeles County and employed Plaintiffs and
10 other current and former aggrieved hourly non-exempt California-based employees in Los
11 Angeles County, including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

12 22. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
13 CONVALESCENT AND REHABILITATION CENTER OF SALINAS, LLC is authorized to do
14 business within the State of California and is doing business in the State of California and/or that
15 Defendants DOES 76-80 are, and at all times relevant hereto were persons acting on behalf of
16 Defendant WINDSOR CONVALESCENT AND REHABILITATION CENTER OF SALINAS,
17 LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
18 or policies. Defendant WINDSOR CONVALESCENT AND REHABILITATION CENTER OF
19 SALINAS, LLC operates in Los Angeles County and employed Plaintiffs and other current and
20 former aggrieved hourly non-exempt California-based employees in Los Angeles County,
21 including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

22 23. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
23 SKYLINE CARE CENTER, LLC is authorized to do business within the State of California and is
24 doing business in the State of California and/or that Defendants DOES 81-85 are, and at all times
25 relevant hereto were persons acting on behalf of Defendant WINDSOR SKYLINE CARE
26 CENTER, LLC in the establishment of, or ratification of, the aforementioned illegal wage and
27 hour practices or policies. Defendant WINDSOR SKYLINE CARE CENTER, LLC operates in
28 Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-

1 exempt California-based employees in Los Angeles County, including but not limited to, at 3533
2 Motor Ave, Los Angeles, CA 90034.

3 24. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
4 ROSEWOOD CARE CENTER, LLC is authorized to do business within the State of California
5 and is doing business in the State of California and/or that Defendants DOES 86-90 are, and at all
6 times relevant hereto were persons acting on behalf of Defendant WINDSOR ROSEWOOD
7 CARE CENTER, LLC in the establishment of, or ratification of, the aforementioned illegal wage
8 and hour practices or policies. Defendant WINDSOR ROSEWOOD CARE CENTER, LLC
9 operates in Los Angeles County and employed Plaintiff and other current and former aggrieved
10 hourly non-exempt California-based employees in Los Angeles County, including but not limited
11 to, at 3533 Motor Ave, Los Angeles, CA 90034.

12 25. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
13 VALLEJO CARE CENTER, LLC is authorized to do business within the State of California and
14 is doing business in the State of California and/or that Defendants DOES 91-95 are, and at all
15 times relevant hereto were persons acting on behalf of Defendant WINDSOR VALLEJO CARE
16 CENTER, LLC in the establishment of, or ratification of, the aforementioned illegal wage and
17 hour practices or policies. Defendant WINDSOR VALLEJO CARE CENTER, LLC operates in
18 Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-
19 exempt California-based employees in Los Angeles County, including but not limited to, at 3533
20 Motor Ave, Los Angeles, CA 90034.

21 26. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
22 CARE CENTER OF PETALUMA, LLC is authorized to do business within the State of
23 California and is doing business in the State of California and/or that Defendants DOES 96-100
24 are, and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR CARE
25 CENTER OF PETALUMA, LLC in the establishment of, or ratification of, the aforementioned
26 illegal wage and hour practices or policies. Defendant WINDSOR CARE CENTER OF
27 PETALUMA, LLC operates in Los Angeles County and employed Plaintiffs and other current and
28 former aggrieved hourly non-exempt California-based employees in Los Angeles County,

1 including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

2 27. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
3 HEALTHCARE GOLDEN PALMS, LLC is authorized to do business within the State of
4 California and is doing business in the State of California and/or that Defendants DOES 101-105
5 are, and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR
6 HEALTHCARE GOLDEN PALMS, LLC in the establishment of, or ratification of, the
7 aforementioned illegal wage and hour practices or policies. Defendant WINDSOR
8 HEALTHCARE GOLDEN PALMS, LLC operates in Los Angeles County and employed
9 Plaintiffs and other current and former aggrieved hourly non-exempt California-based employees
10 in Los Angeles County, including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

11 28. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
12 TWIN PALMS HEALTHCARE CENTER, LLC is authorized to do business within the State of
13 California and is doing business in the State of California and/or that Defendants DOES 106-110
14 are, and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR TWIN
15 PALMS HEALTHCARE CENTER, LLC in the establishment of, or ratification of, the
16 aforementioned illegal wage and hour practices or policies. Defendant WINDSOR TWIN PALMS
17 HEALTHCARE CENTER, LLC operates in Los Angeles County and employed Plaintiffs and
18 other current and former aggrieved hourly non-exempt California-based employees in Los
19 Angeles County, including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

20 29. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
21 ARVIN HEALTHCARE, LLC is authorized to do business within the State of California and is
22 doing business in the State of California and/or that Defendants DOES 111-115 are, and at all
23 times relevant hereto were persons acting on behalf of Defendant WINDSOR ARVIN
24 HEALTHCARE, LLC in the establishment of, or ratification of, the aforementioned illegal wage
25 and hour practices or policies. Defendant WINDSOR ARVIN HEALTHCARE, LLC operates in
26 Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-
27 exempt California-based employees in Los Angeles County, including but not limited to, at 3533
28 Motor Ave, Los Angeles, CA 90034.

1 30. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
2 BAKERSFIELD HEALTHCARE, LLC is authorized to do business within the State of California
3 and is doing business in the State of California and/or that Defendants DOES 116-120 are, and at
4 all times relevant hereto were persons acting on behalf of Defendant WINDSOR BAKERSFIELD
5 HEALTHCARE, LLC in the establishment of, or ratification of, the aforementioned illegal wage
6 and hour practices or policies. Defendant WINDSOR BAKERSFIELD HEALTHCARE, LLC
7 operates in Los Angeles County and employed Plaintiffs and other current and former aggrieved
8 hourly non-exempt California-based employees in Los Angeles County, including but not limited
9 to, at 3533 Motor Ave, Los Angeles, CA 90034.

10 31. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
11 CYPRESS GARDENS HEALTHCARE LLC is authorized to do business within the State of
12 California and is doing business in the State of California and/or that Defendants DOES 121-125
13 are, and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR
14 CYPRESS GARDENS HEALTHCARE LLC in the establishment of, or ratification of, the
15 aforementioned illegal wage and hour practices or policies. Defendant WINDSOR CYPRESS
16 GARDENS HEALTHCARE LLC operates in Los Angeles County and employed Plaintiffs and
17 other current and former aggrieved hourly non-exempt California-based employees in Los
18 Angeles County, including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

19 32. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
20 GARDENS CONVALESCENT CENTER OF LONG BEACH is authorized to do business within
21 the State of California and is doing business in the State of California and/or that Defendants
22 DOES 126-130 are, and at all times relevant hereto were persons acting on behalf of Defendant
23 WINDSOR GARDENS CONVALESCENT CENTER OF LONG BEACH in the establishment
24 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
25 WINDSOR GARDENS CONVALESCENT CENTER OF LONG BEACH operates in Los
26 Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-
27 exempt California-based employees in Los Angeles County, including but not limited to, at 3533
28 Motor Ave, Los Angeles, CA 90034.

1 33. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
2 CONVALESCENT CENTER OF NORTH LONG BEACH is authorized to do business within the
3 State of California and is doing business in the State of California and/or that Defendants DOES
4 131-135 are, and at all times relevant hereto were persons acting on behalf of Defendant
5 WINDSOR CONVALESCENT CENTER OF NORTH LONG BEACH in the establishment of, or
6 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
7 WINDSOR CONVALESCENT CENTER OF NORTH LONG BEACH operates in Los Angeles
8 County and employed Plaintiffs and other current and former aggrieved hourly non-exempt
9 California-based employees in Los Angeles County, including but not limited to, at 3533 Motor
10 Ave, Los Angeles, CA 90034.

11 34. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
12 GARDENS CONVALESCENT HOSPITAL OF LOS ANGELES is authorized to do business
13 within the State of California and is doing business in the State of California and/or that
14 Defendants DOES 136-140 are, and at all times relevant hereto were persons acting on behalf of
15 Defendant WINDSOR GARDENS CONVALESCENT HOSPITAL OF LOS ANGELES in the
16 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
17 Defendant WINDSOR GARDENS CONVALESCENT HOSPITAL OF LOS ANGELES operates
18 in Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly
19 non-exempt California-based employees in Los Angeles County, including but not limited to, at
20 3533 Motor Ave, Los Angeles, CA 90034.

21 35. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
22 GARDENS CONVALESCENT CENTER OF SAN DIEGO is authorized to do business within
23 the State of California and is doing business in the State of California and/or that Defendants
24 DOES 141-145 are, and at all times relevant hereto were persons acting on behalf of Defendant
25 WINDSOR GARDENS CONVALESCENT CENTER OF SAN DIEGO in the establishment of,
26 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
27 WINDSOR GARDENS CONVALESCENT CENTER OF SAN DIEGO operates in Los Angeles
28 County and employed Plaintiffs and other current and former aggrieved hourly non-exempt

1 California-based employees in Los Angeles County, including but not limited to, at 3533 Motor
2 Ave, Los Angeles, CA 90034.

3 36. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
4 CARE CENTER NATIONAL CITY, INC. is authorized to do business within the State of
5 California and is doing business in the State of California and/or that Defendants DOES 146-150
6 are, and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR CARE
7 CENTER NATIONAL CITY, INC. in the establishment of, or ratification of, the aforementioned
8 illegal wage and hour practices or policies. Defendant WINDSOR CARE CENTER NATIONAL
9 CITY, INC. operates in Los Angeles County and employed Plaintiffs and other current and former
10 aggrieved hourly non-exempt California-based employees in Los Angeles County, including but
11 not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

12 37. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
13 TERRACE HEALTHCARE, LLC is authorized to do business within the State of California and
14 is doing business in the State of California and/or that Defendants DOES 151-155 are, and at all
15 times relevant hereto were persons acting on behalf of Defendant WINDSOR TERRACE
16 HEALTHCARE, LLC in the establishment of, or ratification of, the aforementioned illegal wage
17 and hour practices or policies. Defendant WINDSOR TERRACE HEALTHCARE, LLC operates
18 in Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly
19 non-exempt California-based employees in Los Angeles County, including but not limited to, at
20 3533 Motor Ave, Los Angeles, CA 90034.

21 38. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR
22 COURT ASSISTED LIVING, LLC is authorized to do business within the State of California and
23 is doing business in the State of California and/or that Defendants DOES 156-160 are, and at all
24 times relevant hereto were persons acting on behalf of Defendant WINDSOR COURT ASSISTED
25 LIVING, LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour
26 practices or policies. Defendant WINDSOR COURT ASSISTED LIVING, LLC operates in Los
27 Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-
28 exempt California-based employees in Los Angeles County, including but not limited to, at 3533

Motor Ave, Los Angeles, CA 90034.

39. Plaintiffs are informed and believe and thereon allege that Defendant WINDSOR WESTLAKE HEALTHCARE, LLC is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 161-165 are, and at all times relevant hereto were persons acting on behalf of Defendant WINDSOR WESTLAKE HEALTHCARE, LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant WINDSOR WESTLAKE HEALTHCARE, LLC operates in Los Angeles County and employed Plaintiffs and other current and former aggrieved hourly non-exempt California-based employees in Los Angeles County, including but not limited to, at 3533 Motor Ave, Los Angeles, CA 90034.

40. Plaintiffs are informed and believe and thereon allege that Defendants DOES 166-200 are individuals unknown to Plaintiffs. Each of the individual Defendants is sued individually in his or her capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor and/or employee of each Defendant and participated in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.

41. Plaintiffs are unaware of the true names of Defendants DOES 1-200. Plaintiffs sue said Defendants by said fictitious names and will amend this Complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiffs are informed and believe that each of the fictitiously named Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

42. Plaintiffs make the allegations in this complaint without any admission that, as to any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading and Plaintiffs reserve all of Plaintiffs' right to plead in the alternative.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

3 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

4 **(Against all Defendants)**

5 43. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

6 44. During the period beginning one-year period preceding the sending of the initial
7 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204,
8 226, 226.7, 512, and the IWC Wage Orders.

9 45. Specifically, Defendants have committed the following violations of California
10 Labor Code:

11 46. **Failure to pay wages to hourly non-exempt employees for workdays that**
12 **Defendants failed to provide legally required and compliant meal periods:** Plaintiffs and other
13 current and former aggrieved California-based hourly non-exempt employees regularly worked
14 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

15 47. California law requires an employer to authorize or permit an employee an
16 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
17 all duties and the employer relinquishes control over the employee's activities prior to the
18 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker*
19 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
20 employee for a work period of more than ten (10) hours per day without providing the employee
21 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
22 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
23 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
24 period is only permitted when: (1) the nature of the work prevents an employee from being
25 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

26 48. If an employer fails to provide an employee a meal period in accordance with the
27 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
28 for each workday that a legally required and compliant meal period was not provided. Labor Code

1 section 226.7; Wage Order 5 at §11.

2 49. In this case, Defendants failed to authorize or permit legally required and compliant
3 meal periods to Plaintiffs and other current and former aggrieved California-based hourly non-
4 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
5 limited to, failing to authorize or permit Plaintiffs and other current and former aggrieved
6 California-based hourly non-exempt employees to have timely, uninterrupted duty-free meal
7 periods of no less than thirty (30) minutes.

8 50. Additionally, Plaintiffs allege that Defendants maintained a policy, practice, and/or
9 procedure of failing to compensate Plaintiffs and other current and former aggrieved California-
10 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
11 workday that Plaintiffs and other current and former aggrieved California-based hourly non-
12 exempt employees did not receive legally required and compliant meal periods, in violation of
13 Labor Code section 226.7.

14 51. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiffs
15 and other current and former aggrieved California-based hourly non-exempt employees not
16 receiving wages to compensate them for workdays during which Defendants did not provide them
17 with meal periods in compliance with California law.

18 52. **Failure to pay wages to hourly non-exempt employees for workdays that**
19 **Defendants failed to provide legally required and compliant rest periods:** Plaintiffs and other
20 current and former aggrieved California-based hourly non-exempt employees regularly worked
21 shifts of more than three-and-a-half (3.5) hours.

22 53. California law requires every employer to authorize and permit an employee a rest
23 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
24 Code section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10
25 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
26 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
27 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
28 section 226.7; Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of

each work period. Wage Order 5 at §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

54. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 5 at § 12.

55. In this case, Defendants failed to authorize or permit all legally required and compliant rest periods to Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not limited to, failing to authorize or permit Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted and duty-free rest periods of a net ten (10) minutes for every four (4) hours worked or major fraction thereof.

56. Additionally, Plaintiffs allege that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday they did not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

57. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays in which Defendants did not provide them with rest periods in compliance with California law.

58. **Failure to timely pay earned wages during employment:** In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day,

1 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
2 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
3 paid within seven (7) calendar days following the close of the payroll period in which wages were
4 earned. Labor Code section 204(d).

5 59. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed
6 to timely pay Plaintiffs' and other current and former aggrieved California-based hourly non-
7 exempt employees' earned wages (including meal period premium wages and/or rest period
8 premium wages), in violation of Labor Code section 204. Defendants' aforementioned policies,
9 practices, and/or procedures resulted in their failure to pay Plaintiffs and other current and former
10 aggrieved California-based hourly non-exempt employees' their earned wages within the
11 applicable time frames outlined in Labor Code section 204.

12 60. **Failure to provide complete and accurate wage statements:** Labor Code section
13 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
14 employee his or her wages, the employer must "furnish each of his or her employees ... an
15 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
16 employee, except for any employee whose compensation is solely based on a salary and who is
17 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
18 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
19 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
20 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
21 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
22 name of the employee and his or her social security number, (8) the name and address of the legal
23 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate by the employee."

25 61. As a direct violation of Labor Code section 226(a), Defendants failed to accurately
26 identify all applicable hourly rates in effect during the pay period and the corresponding number
27 of hours worked at each hourly rate.

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62. As a derivative of Plaintiffs allegations above, Defendants' failure to pay Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees all wages earned (including meal period premium wages, and/or rest period premium wages) rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section 226.

63. **Failure to pay employees all wages due at time of termination/resignation:** An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72) hours of resignation (Labor Code section 202).

64. As a derivative of Plaintiffs' allegations above, because Defendants failed to pay Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees all their earned wages (including meal period premium wages, and/or rest period premium wages), Defendants failed to pay those employees timely after each employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

65. Defendants' violations of Wage Order 5 constituted violations of Labor Code section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

66. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of themselves or themselves and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

67. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code section 2699.3. On March 15, 2021, Plaintiffs filed notice with LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged. On July 30, 2021, Plaintiffs filed an amended notice to include additional named Plaintiffs with LWDA and provided notice to Defendants by certified mail.

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68. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 65 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 65 days of the date of Plaintiff's letter that the LWDA intends to investigate Plaintiff's claims.

69. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs are entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, and 512 during the Civil Penalty Period in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

70. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON HER BEHALF AND ON OTHER AGGRIEVED PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiffs and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to that recoverable under California Labor Code, including but not limited to sections 2699(f).

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1 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
2 under California Labor Code section 2699(g); and,

3 4. For such and other further relief, in law and/or equity, as the Court deems just or
4 appropriate.

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6
7 Dated: July 30, 2021

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

8
9 By:



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