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Attorneys for Plaintiffs ANGELA E. BROWN and SILVANA ROQUE,
on behalf of themselves and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

ANGELA E. BROWN and SILVANA ROQUE,
on behalf of themselves and current and former
aggrieved employees

Plaintiffs,

vs.

LONG BEACH HEALTHCARE CENTER,
LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV15411

PAGA ACTION

**FIRST AMENDED COMPLAINT
FOR DAMAGES AND
RESTITUTION FOR:**

**1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff ANGELA E. BROWN ("Plaintiff Brown") and Plaintiff
SILVANA ROQUE ("Plaintiff Roque" or together, the "Plaintiffs"), who allege and complain
against Defendants LONG BEACH HEALTHCARE CENTER, LLC; and DOES 1 to 100, inclusive
(collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiffs on behalf of the State of California,
themselves and other current and former aggrieved employees of Defendants who worked as hourly
non-exempt employees in California during the relevant time period seeking civil penalties

1 associated with Defendants' violation of the Labor Code based on Defendants' failure to pay wages
2 for all overtime hours worked at the proper overtime rate of pay; failure to authorize or permit all
3 legally required and/or compliant meal periods, pay meal period premium wages, or pay meal
4 period premium wages at the proper rate of pay; failure to authorize or permit all legally required
5 and/or compliant rest periods, pay rest period premium wages, or pay rest period premium wages at
6 the proper rate of pay; statutory penalties for failure to provide accurate wage statements; statutory
7 waiting time penalties in the form of continuation wages for failure to timely pay employees all
8 wages due upon separation of employment. Plaintiffs seek on a representative basis, following
9 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
10 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiffs, the State of
11 California, and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiffs and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiffs' lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiffs and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiffs and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County at 3401 Cedar Ave, Long Beach CA
21 90807.

22 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
23 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any other
24 law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled
25 from April 6, 2020, until October 1, 2020.

26 **III. PARTIES**

27 4. Plaintiffs bring this action as a representative of the Labor and Workforce
28 Development Agency on behalf of themselves and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiffs and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will work
3 for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
5 named Plaintiffs are and were domiciled and residents and citizens of California. Plaintiff Brown
6 and was employed by Defendants in an hourly position at Defendants' location in Los Angeles from
7 approximately June 2022 until her termination on or about November 23, 2022. Plaintiff Roque was
8 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
9 approximately 2005. Plaintiff Roque remains employed by Defendants.

10 5. Plaintiffs are informed and believe and thereon allege that Defendant LONG
11 BEACH HEALTHCARE CENTER, LLC, is authorized to do business within the State of California
12 and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all
13 times relevant hereto were persons acting on behalf of Defendant LONG BEACH HEALTHCARE
14 CENTER, LLC. in the establishment of, or ratification of, the aforementioned illegal wage and hour
15 practices or policies. Defendant LONG BEACH HEALTHCARE CENTER, LLC, operates in Los
16 Angeles County and employed Plaintiffs and aggrieved employees in Los Angeles County,
17 including but not limited to, at 3401 Cedar Ave, Long Beach, CA 90807.

18 6. Plaintiffs are informed and believe and thereon alleges that Defendants DOES 1
19 through 50 are corporations, or are other business entities or organizations of a nature unknown to
20 Plaintiffs that employed Plaintiffs and aggrieved California non-exempt employees, permitted
21 Plaintiffs and aggrieved employees to work, and exercised control over the wages, hours and
22 working conditions of employment of Plaintiffs and aggrieved employees.

23 7. Plaintiffs are informed and believe and thereon allege that Defendants DOES 51
24 through 100 are individuals unknown to Plaintiffs. Each of the individual defendants is sued
25 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
26 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
27 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
28 Industrial Welfare Commission's wage orders regulating hours and days of work.

8. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100. 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.

9. 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.

FIRST CAUSE OF ACTION

**CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE SECTIONS 2698, ET SEQ.**

(Against all Defendants by Plaintiffs)

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

11. During the period beginning one (1) year preceding Plaintiffs sending the initial PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, and the applicable Wage Orders.

12. Specifically, Defendants have committed the following violations of California Labor Code.

13. **Failure to pay wages for overtime hours worked at the overtime rate of pay:** Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer.’

14. Labor Code sections 510 and 1194 require an employer to compensate employees a higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

15. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

16. In this case, Plaintiffs allege that when she and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendant failed to pay them overtime wages at the proper overtime rate of pay due to Defendant failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendant maintained a policy, practice, and/or procedure of failing to include all remuneration such as sign on bonuses and bonuses paid for employees for working double shifts, for example, when calculating Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of paying overtime.

17. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order

18. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees regularly worked

1 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

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

13 20. If an employer fails to provide an employee a meal period in accordance with the
14 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
15 for each workday that a legally required and compliant meal period was not provided. Labor Code
16 section 226.7; Wage Order 5 at §11.

17 21. In this case, on occasions when Defendant paid Plaintiffs and other current and
18 former aggrieved California-based hourly non-exempt employees a "premium" wage for late,
19 missed, short, on-premise, on-duty, and/or interrupted meal periods, Defendant failed to pay the one
20 (1) additional hour of pay at Plaintiffs and other current and former aggrieved California-based
21 hourly non-exempt employees regular rate of compensation. Specifically, Defendant maintained a
22 policy, practice, and/or procedure of failing to include all remuneration such as sign on bonuses and
23 bonuses for working double shifts, for example, when calculating Plaintiffs and other current and
24 former aggrieved California-based hourly non-exempt employees regular rate of compensation for
25 the purpose of paying meal period premium wages.

26 22. Additionally, Plaintiffs allege that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiffs and other current and former aggrieved California-
28 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday

1 that Plaintiffs and other current and former aggrieved California-based hourly non-exempt
2 employees did not receive legally required and compliant meal periods, in violation of Labor Code
3 section 226.7.

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

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

12 25. California law requires every employer to authorize and permit an employee a rest
13 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
14 section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
15 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
16 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
17 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
18 Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
19 Wage Order 5 at §12. Additionally, the rest period requirement "obligates employers to permit –
20 and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*,
21 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
22 duties and relinquish control over how employees spend their time. *Id.*

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

27 27. In this case, on occasions when Defendant did pay Plaintiffs and other current and
28 former aggrieved California-based hourly non-exempt employees a "premium" wage for late,

missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendant failed to pay the one (1) additional hour of pay at Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees regular rate of compensation. Specifically, Defendant maintained a policy, practice, and/or procedure of failing to include all remuneration such as sign on bonuses and bonuses for working double shifts, for example, when calculating Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of paying rest period premium wages.

28. 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.

29. 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

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

31. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed to timely pay Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including-overtime wages, meal period premium wages and/or rest period

premium wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees' their earned wages within the applicable time frames outlined in Labor Code section 204.

32. **Failure to provide complete and accurate wage statements:** Labor Code section 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the employee and his or her 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."

33. 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-overtime wages, meal period premium wages and/or rest period premium wages) rendered Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section 226.

34. **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).

35. 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

1 all their earned wages (including-overtime wages, meal period premium wages and/or rest period
2 premium wages), Defendants failed to pay those employees timely after each employee's
3 termination and/or resignation, in violation of Labor Code sections 201, 202, and 203

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

8 37. Plaintiffs have complied with the procedures for bringing suit specified in Labor
9 Code section 2699.3. On April 25, 2023, Plaintiffs filed a PAGA Claim Notice with the LWDA and
10 provided notice to Defendants by certified mail which provided notice of the specific provisions of
11 the Labor Code alleged to have been violated, including the facts and theories to support the
12 violations alleged.

13 38. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
14 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
15 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
16 parties notice within 60 days of the date of Plaintiffs' PAGA Claim Notice that the LWDA intends
17 to investigate Plaintiffs' claims.

18 39. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs are entitled to recover
19 civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7,
20 510, 512, 1194, beginning one (1) year preceding Plaintiffs sending the initial PAGA Claim Notice
21 to the LWDA to the present, in the following amounts:

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

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

1 established by Labor Code section 226.3].

2 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
3 employee for each pay period for the initial violation, and for each subsequent violation, one
4 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
5 established by Labor Code section 558].

6 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
7 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
8 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
9 period [penalty amounts established by Labor Code section 1197.1].

10 40. Pursuant to Labor Code section 2699(g), Plaintiffs are entitled to an award of
11 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE, PLAINTIFFS, ON BEHALF OF THEMSELVES AND ON OTHER**
14 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

15 **ON THE FIRST CAUSE OF ACTION:**

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

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

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

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

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26 *Signature on Next Page*
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1 Dated: October 17, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By: /s/ Alexander J. Aroeste

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Joseph Lavi, Esq.

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Vincent C. Granberry, Esq.

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Alexander J. Aroeste, Esq.

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Attorneys for Plaintiffs

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ANGELA E. BROWN and

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SILVANA ROQUE,

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on behalf of themselves and current and
former aggrieved employees

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On October 17, 2025, I served the foregoing documents, described as:

“FIRST AMENDED COMPLAINT FOR DAMAGES AND RESTITUTION FOR:”

on all interested parties in this action, addressed as follows:

Joseph Lordan, Esq. (SBN 265610) Vincent Fisher, Esq. (SBN 276334) Cruz Zavala, Esq. (SBN 332671) O’HAGAN MEYER One Embarcadero Center, Suite 2100 San Francisco, CA 94111 Telephone: (415) 578-6900 Facsimile: (415) 578-6910 Emails: jlordan@ohaganmeyer.com vfisher@ohaganmeyer.com czavala@ohaganmeyer.com	<i>Attorneys for Defendant LONG BEACH HEALTHCARE CENTER, LLC.</i>
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☒ **(VIA CASE ANYWHERE)** I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses maintained and transmitted by CASE ANYWHERE

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed October 17, 2025, at Beverly Hills, California.

/s/ Tiffany Ayungua
Tiffany Ayungua