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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GLORIA ARISTONDO, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

PROSPERA MANAGEMENT INC., a
California corporation; HP ANAHEIM,
LP, a California company; NPL
ANAHEIM INVESTMENTS, LLC, a
California company; HI ANAHEIM, LLC,
a California company; HH CORNER,
LLC, a California company; Prospera
Properties II, LP, a California company;
Bayside 765, LLC, a California company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2023-01334274-CU-OE-CXC

[Assigned for all purposes to the Hon. Layne
Melzer, Department CX102]

**SECOND AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR DAMAGES**

**(1) VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Gloria Aristondo (“Plaintiff”) hereby submits this first amended representative
2 action complaint (“Complaint”) against Prospera Management Inc., HP Anaheim, LP, NPL
3 Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP,
4 and Bayside 765, LLC, and Does 1 through 50 (collectively, “Defendants”), on behalf of herself
5 and a class of all other similarly situated current and former employees of Defendants for
6 penalties and/or damages for violations of the California Labor Code as follows:

7 **INTRODUCTION**

8 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201,
9 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, and 2802, 2698, et seq. and the applicable
10 Wage Orders of the California Industrial Welfare Commission (“IWC”).

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against individuals who worked for Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to provide duty-free meal breaks or pay meal
16 period premium in lieu thereof, failing to provide duty-free rest breaks or pay rest period
17 premium in lieu thereof, failing to pay overtime wages based on the correct regular rate of pay,
18 failing to pay sick pay at the regular rate of pay, failing to provide accurate itemized wage
19 statements, and failing to reimburse all business expenses.

20 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 have engaged in, among other things a system of willful violations of the California Labor Code
22 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
23 customs that knowingly deny employees the above stated rights and benefits.

24 **JURISDICTION AND VENUE**

25 5. The Court has jurisdiction over the violations of the California Labor Code §§
26 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, and 2802, 2698, et seq. and the
27 applicable IWC Wage Orders.

28 6. Venue is proper in Orange County because Defendants do business in Orange

County and Plaintiff worked for Defendants in Anaheim, California.

PARTIES

7. Plaintiff was employed by Defendants from approximately March 1, 2022 to about January 30, 2023. Plaintiff worked as a housekeeper at a hotel in Anaheim, California. Throughout her employment, Plaintiff was an hourly, non-exempt employee.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, and 2802, and the applicable IWC Wage Orders.

9. Plaintiff is informed and believes, and based thereon alleges, that Prospera Management, Inc. was and is a California corporation that operates in the State of California.

10. Plaintiff is informed and believes, and based thereon alleges, that HP Anaheim, LP was and is a California limited partnership that operates in the State of California.

11. Plaintiff is informed and believes, and based thereon alleges, that NPL Anaheim Investments, LLC was and is a California limited liability company that operates in the State of California.

12. Plaintiff is informed and believes, and based thereon alleges, that HI Anaheim, LLC was and is a California limited liability company that operates in the State of California.

13. Plaintiff is informed and believes, and based thereon alleges, that HH Corner, LLC was and is a California limited liability company that operates in the State of California.

14. Plaintiff is informed and believes, and based thereon alleges, that Prospera Properties II, LP was and is a California limited partnership that operates in the State of California.

15. Plaintiff is informed and believes, and based thereon alleges, that and Bayside 765, LLC was and is a California limited liability company that operates in the State of California.

16. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,

1 and partnerships, licensed to do business and actually doing business in the State of California.
2 As such, and based upon all the facts and circumstances incident to Defendants' business,
3 Defendants are subject to the California Labor Code.

4 17. Plaintiff does not know the true names or capacities, whether individual, partner,
5 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
6 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
7 complaint when the true names and capacities are known. Plaintiff is informed and believes and
8 based thereon alleges that each of said fictitious defendants was responsible in some way for the
9 matters alleged herein and proximately caused Plaintiff and members of the general public and
10 class to be subject to the illegal employment practices, wrongs, and injuries complained of
11 herein.

12 18. At all times herein mentioned, each defendant participated in the doing of the acts
13 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
14 and each of them, were the agents, servants, and employees of each of the other defendants, as
15 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
16 course and scope of said agency and employment.

17 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
19 joint venturer of, or working in concert with each of the other co-Defendants and was acting
20 within the course and scope of such agency, employment, joint venture, or concerted activity. To
21 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
22 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
23 Defendants.

24 20. At all times herein mentioned, Defendants, and each of them, were members of,
25 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

27 21. On information and belief, Prospera Management, Inc., HP Anaheim, LP, NPL
28 Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP,

1 and Bayside 765, LLC are each liable for the Labor Code violations and resulting claims and
2 penalties detailed herein under theories of joint employer liability. Specifically, each of these
3 entities has shared control over essential terms and conditions of employment for the employees
4 in that each entity had and exercised the ability to hire and fire employees, set wages and
5 benefits, and direct the day-to-day work activities of those employees; maintained an on-site
6 supervisor for purposes of onboarding and offboarding; and maintained policies and procedures
7 relating to the day-to-day activities and requirements of employment.

8 22. At all times herein mentioned, the acts and omissions of various Defendants, and
9 each of them, concurred and contributed to the various acts and omissions of each and all of the
10 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
11 herein mentioned, Defendants, and each of them, ratified each and every act or omission
12 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
13 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
14 damages as herein alleged.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE §2698, *ET SEQ.***

17 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

18 23. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
19 though fully set forth herein.

20 24. Plaintiff brings this cause of action as a proxy for the State of California and in
21 this capacity, seeks penalties on behalf of all Aggrieved Employees from June 5, 2022, through
22 the present, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246,
23 510, 512, 558, 1194, and 2802, and the applicable IWC Wage Orders, as identified above for: (a)
24 failing to provide duty-free meal breaks or pay meal period premium in lieu thereof, in violation
25 of Labor Code §§ 201-204, 226.7, and 512; (b) failing to provide duty-free rest breaks or pay rest
26 period premium in lieu thereof, in violation of Labor Code §§ 201-204 and 226.7; (c) failing to
27 pay overtime wages based on the correct regular rate of pay, in violation of Labor Code §§ 201-
28 204, 510, 558, and 1194; (d) failing to pay sick pay at the regular rate of pay, in violation of

1 Labor Code §§ 201-204 and 246; (e) failing to provide accurate itemized wage statements, in
2 violation of Labor Code § 226(a); and (f) failing to reimburse all business expenses, in violation
3 of Labor Code § 2802.

4 25. On or about June 5, 2023, Plaintiff sent written notice to the California Labor &
5 Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201,
6 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, and 2802, pursuant to Labor Code § 2698,
7 et seq., the Private Attorneys General Act (“PAGA”). Plaintiff also sent written notice of said
8 Labor Code violations to Defendant via certified mail pursuant to Labor Code § 2699.3. As of
9 the date of the filing of this Complaint, the LWDA has not provided written notice regarding
10 whether it intends to investigate the Labor Code violations set forth in Plaintiff’s written notice.

11 26. On March 3, 2025, Plaintiff sent an amended written notice to the LWDA of
12 Defendants’ violations, naming Prospera Management, Inc., HP Anaheim, LP, NPL Anaheim
13 Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside
14 765, LLC as joint employers. As of the date of the filing of the Second Amended Complaint, the
15 LWDA has not provided written notice regarding whether it intends to investigate the Labor
16 Code violations set forth in Plaintiff’s written notice.

17 27. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and
18 all applicable civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 226,
19 226.7, 246, 510, 512, 558, 1194, and 2802, for the time period described above, on behalf of
20 herself and other Aggrieved Employees.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf
23 this suit is brought against Defendants, jointly and severally, as follows:

24 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
25 the PAGA, Labor Code Sections 2698, et seq., Labor Code Section 226.3, and for costs and
26 attorneys’ fees;

27 2. On all causes of action for attorneys’ fees and costs as provided by California
28 Code of Civil Procedure § 1021.5; and

1 3. For such other and further relief the Court may deem just and proper.

2
3 DATED: May 2, 2025

DIVERSITY LAW GROUP, P.C. and
LEGALAXXIS, INC.

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5 By: 
6 Max W. Gavron
7 Nazgole Hashemi
8 Attorneys for Plaintiff and the Class

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