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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HERNANDEZ, SANDRA, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

ALF MANAGEMENT GROUP, INC., a
California corporation, doing business as
GLEN TERRA SENIOR ASSISTED
LIVING; and DOES 1 through 10, inclusive;

Defendants.

CASE NO.: 23G DOW 02053

**COMPLAINT FOR VIOLATIONS OF THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 ET SEQ.)**

1 Plaintiff SANDRA HERNANDEZ, on behalf of herself and all others similarly situated,
2 alleges as follow:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative enforcement action under the Private Attorneys
5 General Act of 2004 (Labor Code §§ 2698 et seq.) (“PAGA”) on behalf of herself and all other
6 current or former non-exempt employees of Defendants in California that suffered at least one or
7 more of the Labor Code violations alleged herein within the applicable statute of limitations up to
8 the time this action is brought to trial (“Aggrieved Employees”).

9 2. All allegations in this Compliant are based upon information and belief except those
10 allegations specifically pertaining to Plaintiff and/or her counsel, which are based upon personal
11 knowledge. Each allegation in this Compliant has evidentiary support and/or is likely to have
12 evidentiary support after reasonable opportunity for further investigation and formal discovery.

13 3. Plaintiff alleges that during the relevant time period, Defendants engaged in wage
14 and hour violations under the California Labor Code and the applicable Industrial Welfare
15 Commission (“IWC”) Wage Order, including:

- 16 a. failing to maintain accurate records;
17 b. failing to provide compliant meal periods;
18 c. failing to provide complaint rest periods;
19 d. failing to pay minimum wages for all hours worked;
20 e. failing to pay overtime wages for all overtime hours worked;
21 f. failing to provide accurate itemized wage statements; and,
22 g. failing to pay all wages that were due and owing during employment and
23 upon separation of employment.

24 4. Plaintiff and Aggrieved Employees seek PAGA penalties pursuant to Labor Code
25 sections 201-203, 204, 210, 226, 226.3, 226.7, 432.5, 432.6, 510, 512, 516, 558, 558.1, 1174, 1174.5,
26 1194, 1197, 1197.1, 1198 and the applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20.

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1 **JURISDICTION AND VENUE**

2 5. This Court has subject matter jurisdiction over this action pursuant to Code of Civil
3 Procedure § 410.10 and Labor Code §§ 2698 et seq.

4 6. This Court has personal jurisdiction over Defendants because Defendants conduct
5 business in California and have caused injuries in the County of Los Angeles County through its
6 acts, omissions, and violations of the Labor Code and applicable IWC Wage Order.

7 7. Venue as to each Defendant is proper in this judicial district pursuant to Code of
8 Civil Procedure 395(a). Defendants maintain offices, transact business, and/or have an agent in
9 Los Angeles County. Defendants employed Plaintiff and the Aggrieved Employees and committed
10 the unlawful activities subject to this Complaint in Los Angeles County.

11 **THE PARTIES**

12 8. Plaintiff SANDRA HERNANDEZ is, and at all relevant times, was a resident of
13 Los Angeles County, California.

14 9. Defendant ALF MANAGEMENT GROUP, INC., doing business as GLEN
15 TERRA SENIOR ASSISTED LIVING is a California Corporation that own and operates a senior
16 assisted living facility located at 917 N Louise St, Glendale, CA 91207.

17 10. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,
18 are currently unknown to Plaintiff, who therefore sues them by such fictitious names under Code of
19 Civil Procedure section 474. Plaintiff is informed and believes that each of the Defendants
20 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff
21 will seek leave of court to amend this Complaint to reflect the true names and capacities of
22 Defendants designated as DOES when those identities become known.

23 11. Plaintiff is informed and believes that each Defendant acted in all respects pertinent
24 to this action as the agent of the other Defendants, carried out a joint scheme, business plan or
25 policy, and the acts of each Defendant are legally attributable to the other Defendants.

26 **GENERAL ALLEGATIONS**

27 12. Plaintiff was employed by Defendants as a non-exempt "Sitter" from approximately
28

1 March – May 15, 2023.

2 13. During the PAGA Period (one year + 60 days prior to the filing of this Complaint),
3 Defendants failed to maintain accurate time and payroll records for Plaintiff and the Aggrieved
4 Employees as required by Labor Code section 1174 and the applicable IWC Wage Order, Section
5 7. Among other things, Defendants failed to keep accurate records of all hours worked for Plaintiff
6 and the Aggrieved Employees, and accurate records showing when Plaintiff and the Aggrieved
7 Employees received meal periods. Instead, Defendants automatically deducted a thirty-minute meal
8 periods from Plaintiff and the Aggrieved Employees work hours even when they took no meal
9 period or a shortened meal period. Defendants also engaged in unlawful rounding or time shaving
10 of the hours worked by Plaintiff and the Aggrieved Employees.

11 14. During the PAGA Period, Defendants failed to provide Plaintiff and the Aggrieved
12 Employees with compliant meal periods as required by Labor Code section 226.7, 512 and 516, and
13 the applicable IWC Wage Order, Section 11. Plaintiff and the Aggrieved Employees routinely did
14 not receive full thirty-minute, uninterrupted meal periods, or took late meal periods. Defendants also
15 engaged in a pattern of practice of rounding meal periods and/or engaging in thirty-minute auto-
16 deductions for meal periods to avoid paying premium pay for non-compliant meal periods.
17 Defendants did not always pay Plaintiff and the Aggrieved Employees one additional hour of pay
18 at their regular rates when Defendants failed to provide compliant meal periods.

19 15. During the PAGA Period, Defendants similarly violated Labor Code sections 226.7
20 and 516, and IWC Wage Orders Section 12 by failing to provide Plaintiff and the Aggrieved
21 Employees compliant rest periods. Plaintiff and the Aggrieved Employees were routinely denied
22 the opportunity to take timely ten-minute, uninterrupted rest periods, due to the lack of coverage.
23 Defendants did not always pay Plaintiff and the Aggrieved Employees premium pay for missed rest
24 periods..

25 16. During the PAGA Period, Defendants failed to pay Plaintiff and the Aggrieved
26 Employees minimum wages for all hours worked. Among other things, Defendants failed to pay
27 them for work performed during auto-deducted or time adjusted/rounded meal periods. Defendants

1 also engaged in an unlawful practice of time-shaving or rounding work hours. Defendants violated
2 Labor Code sections 510, 1194, 1197, 1198, and the applicable IWC Wage Order, Section 4.

3 17. During the PAGA period, Defendants violated California overtime laws by failing to
4 pay Plaintiff and the Aggrieved Employees for all overtime hours that they worked. Among other
5 things, Defendants failed to account for work performed during auto-deducted or time
6 adjusted/rounded meal periods. Defendants also engaged in an unlawful practice of time-shaving or
7 rounding work hours. Defendants violated Labor Code sections 510, 1194, 1197, 1198, and the
8 applicable IWC Wage Order; and, are therefore liable for civil penalties under Labor Code §§ 1197.1
9 and 2699.

10 18. During the PAGA period, Defendants violated Labor Code section 226(a) by failing
11 to provide Plaintiff and the Aggrieved Employees with accurate itemized written wage statements.
12 Specifically, Defendants failed to accurately list the total hours worked, because of its unlawful
13 policies and practices of auto-deducting meal periods and/or time shaving/rounding.

14 19. During the PAGA Period, Defendants violated Labor Code section 204 by failing to
15 pay Plaintiff and the Aggrieved Employees all wages that were due and owing each pay period,
16 including failing to pay them for work performed during auto-deducted meal periods or due to time
17 adjustments/rounding.

18 20. During the PAGA period, Defendants violated Labor Code sections 201, 202, and
19 203 by failing to timely pay Plaintiff and the Aggrieved Employees (who are former employees) all
20 wages that were due and owing upon separation of employment, including failing to pay them for
21 work performed during auto-deducted meal periods or due to time adjustments/rounding a, and for
22 meal and rest period premiums.

23 **CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION** 25 **(Violation of the Private Attorneys General Act)** 26 **[Labor Code §§ 2698 et seq.]**

27 21. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

28 22. During the PAGA period (one year + 60 days from the filing of this Complaint),

1 Defendants violated Labor Code sections 201-203, 204, 210,226, 226.3, 226.7, 432.5, 432.6, 510,
2 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and the applicable Wage Order,
3 Sections 3, 4, 7, 11, 12, and 20. These violations subject Defendant to civil penalties as set forth
4 in, *inter alia*, Labor Code section 2699.

5 23. Plaintiff complied with the procedures for bringing suit specified in Labor Code
6 sections 2699.3 and 2699.5 by letter dated July 6, 2023. Plaintiff gave written notice to the LWDA
7 via electronic submission, and via certified mail to all Defendants, of the specific provisions of the
8 Labor Code and applicable Wage Order allegedly violated, including the facts and theories to
9 support the alleged violations.

10 24. Under Labor Code section 2699.3, the LWDA must give written notice to the
11 parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's
12 written notice. As of the filing of this Complaint, the LWDA has not provided the parties with any
13 notice of its intention to investigate these claims.

14 25. Under Labor Code section 2699.3, Defendants has 33 days after the date of written
15 notice to cure the alleged violations. As of the filing of this Complaint, Defendants have not
16 responded to Plaintiff's PAGA notice in an attempt to cure.

17 26. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of
18 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

19 27. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of
20 reasonable attorney's fees and costs in connection with his claims for civil penalties.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- (1) for civil penalties according to proof;
- (2) for pre-judgment interest as permitted by law;
- (3) for reasonable attorneys' fees and costs of suit; and,
- (4) for such other and further relief as the Court deems appropriate;

Dated: September 26, 2023

BLAKE JONES LAW, PC.

By: 
Blake R. Jones
Attorneys for Plaintiff