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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Salcedo, Deputy Clerk

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

LIVIA BALESTRERO, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

TARZANA POST ACUTE LLC, a
California limited liability company; SUN
MAR MANAGEMENT SERVICES, a
California corporation; SUN-MAR
HEALTH CARE, INC., a California
corporation; SUN MAR
REHABILITATION SERVICES, LLC, a
California limited liability company; SUN
MAR NURSING CENTERS, a California
corporation; PARK REGENCY CARE,
LLC, a California limited liability company;
BARTLETT CARE CENTER, LLC, a
California limited liability company;
GORDON LANE HEALTHCARE, LLC, a
California limited liability company; VILLA
RANCHO BERNARDO HEALTH CARE,
LLC, a California limited liability company;
GARDEN PARK CARE CENTER, LLC, a
California limited liability company;
GARDEN GROVE POST ACUTE LLC, a
California limited liability company;
ANAHEIM HEALTHCARE CENTER,
LLC, a California limited liability company;
INLAND MEDICAL ENTERPRISES,
INC., a California corporation; DMN
ENTERPRISES, an unknown business
entity; PARK REGENCY RETIREMENT
CENTER, LLC, a California limited liability
company; HERITAGE MANOR
HEALTHCARE, LLC, a California limited
liability company; COMMUNITY CARE
REHAB CENTER, LLC, a California
limited liability company; MISSION
CARMICHAEL POST ACUTE, LLC, a

Case No.: **23VECV04611**

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

California limited liability company; PUENTE PARTNERS, LLC, a California limited liability company; SIERRA VIEW CARE HOLDINGS, LLC, a California limited liability company; BARSTOW POST ACUTE LLC, a California limited liability company; BELLFLOWER SKILLED LLC, a California limited liability company; GIBALTAR CONVALESCENT HOSPITAL, INC., a California corporation; ESCONDIDO POST ACUTE LLC, a California limited liability company; CITRUS NURSING CENTER, a California corporation; LA HABRA POST ACUTE LLC, a California limited liability company; LA MIRADA POST ACUTE LLC, a California limited liability company; LAKE FOREST POST ACUTE LLC, a California limited liability company; COLLEGE VISTA, LLC, a California limited liability company; MENIFEE POST ACUTE LLC, a California limited liability company; MONTEREY PARK CONVALESCENT HOSPITAL, INC.; a California corporation; COLONIAL POST ACUTE LLC, a California limited liability company; NORWALK POST ACUTE LLC, a California limited liability company; EXCELL POST ACUTE LLC, a California limited liability company; PARAMOUNT CONVALESCENT GROUP, INC., a California corporation; DIAMOND RIDGE POST ACUTE LLC, a California limited liability company; COUNTRY OAKS PARTNERS LLC, a California limited liability company; MJB PARTNERS, LLC, a California limited liability company; RIVERSIDE EQUITIES LLC, a California limited liability company; PC CARE, LLC, a California limited liability company; WYNGATE NURSING CENTER; a California corporation; VISTA SKILLED LLC, a California limited liability company; PELICAN RIDGE POST ACUTE, an unknown business entity; FLAGSHIP POST ACUTE LLC, a California limited liability company; F & B HEALTHCARE; a California corporation; COURTYARD POST ACUTE LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

COMES NOW, Plaintiff LIVIA BALESTRERO (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff LIVIA BALESTRERO is an individual residing in the State of California, County of Los Angeles.

6. Defendant TARZANA POST ACUTE LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. Defendant SUN MAR MANAGEMENT SERVICES, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

8. Defendant SUN-MAR HEALTH CARE, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

9. Defendant SUN MAR REHABILITATION SERVICES, LLC., at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

10. Defendant SUN MAR NURSING CENTERS, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

11. Defendant PARK REGENCY CARE, LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

12. Defendant BARTLETT CARE CENTER, LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

13. Defendant GORDON LANE HEALTHCARE, LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

14. Defendant VILLA RANCHO BERNARDO HEALTH CARE, LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability

1 company, and at all times herein mentioned, an employer whose employees are engaged
2 throughout the State of California.

3 15. Defendant GARDEN PARK CARE CENTER, LLC, at all times herein
4 mentioned, was and is, upon information and belief, a California limited liability company,
5 and at all times herein mentioned, an employer whose employees are engaged throughout the
6 State of California.

7 16. Defendant GARDEN GROVE POST ACUTE LLC, at all times herein
8 mentioned, was and is, upon information and belief, a California limited liability company,
9 and at all times herein mentioned, an employer whose employees are engaged throughout the
10 State of California.

11 17. Defendant ANAHEIM HEALTHCARE CENTER, LLC, at all times herein
12 mentioned, was and is, upon information and belief, a California limited liability company,
13 and at all times herein mentioned, an employer whose employees are engaged throughout the
14 State of California.

15 18. Defendant INLAND MEDICAL ENTERPRISES, INC., at all times herein
16 mentioned, was and is, upon information and belief, a California corporation, and at all times
17 herein mentioned, an employer whose employees are engaged throughout the State of
18 California.

19 19. Defendant DMN ENTERPRISES, at all times herein mentioned, was and is,
20 upon information and belief, an employer whose employees are engaged throughout the State
21 of California.

22 20. Defendant PARK REGENCY RETIREMENT CENTER, LLC, at all times
23 herein mentioned, was and is, upon information and belief, a California limited liability
24 company, and at all times herein mentioned, an employer whose employees are engaged
25 throughout the State of California.

26 21. Defendant HERITAGE MANOR HEALTHCARE, LLC, at all times herein
27 mentioned, was and is, upon information and belief, a California limited liability company,

28 ///

1 and at all times herein mentioned, an employer whose employees are engaged throughout the
2 State of California.

3 22. Defendant COMMUNITY CARE REHAB CENTER, LLC, at all times herein
4 mentioned, was and is, upon information and belief, a California limited liability company,
5 and at all times herein mentioned, an employer whose employees are engaged throughout the
6 State of California.

7 23. Defendant MISSION CARMICHAEL POST ACUTE, LLC, at all times herein
8 mentioned, was and is, upon information and belief, a California limited liability company,
9 and at all times herein mentioned, an employer whose employees are engaged throughout the
10 State of California.

11 24. Defendant PUENTE PARTNERS, LLC, at all times herein mentioned, was
12 and is, upon information and belief, a California limited liability company, and at all times
13 herein mentioned, an employer whose employees are engaged throughout the State of
14 California.

15 25. Defendant SIERRA VIEW CARE HOLDINGS, LLC, at all times herein
16 mentioned, was and is, upon information and belief, a California limited liability company,
17 and at all times herein mentioned, an employer whose employees are engaged throughout the
18 State of California.

19 26. Defendant BARSTOW POST ACUTE LLC, at all times herein mentioned,
20 was and is, upon information and belief, a California limited liability company, and at all
21 times herein mentioned, an employer whose employees are engaged throughout the State of
22 California.

23 27. Defendant BELLFLOWER SKILLED LLC, at all times herein mentioned,
24 was and is, upon information and belief, a California limited liability company, and at all
25 times herein mentioned, an employer whose employees are engaged throughout the State of
26 California.

27 28. Defendant GIBRALTAR CONVALESCENT HOSPITAL, INC., at all times
28 herein mentioned, was and is, upon information and belief, a California corporation, and at

all times herein mentioned, an employer whose employees are engaged throughout the State of California.

29. Defendant ESCONDIDO POST ACUTE LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

30. Defendant CITRUS NURSING CENTER, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

31. Defendant LA HABRA POST ACUTE LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

32. Defendant LA MIRADA POST ACUTE LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

33. Defendant LAKE FOREST POST ACUTE LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

34. Defendant COLLEGE VISTA, LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

35. Defendant MENIFEE POST ACUTE LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

1 36. Defendant MONTEREY PARK CONVALESCENT HOSPITAL, INC., at all
2 times herein mentioned, was and is, upon information and belief, a California corporation,
3 and at all times herein mentioned, an employer whose employees are engaged throughout the
4 State of California.

5 37. Defendant COLONIAL POST ACUTE LLC, at all times herein mentioned,
6 was and is, upon information and belief, a California limited liability company, and at all
7 times herein mentioned, an employer whose employees are engaged throughout the State of
8 California.

9 38. Defendant NORWALK POST ACUTE LLC, at all times herein mentioned,
10 was and is, upon information and belief, a California limited liability company, and at all
11 times herein mentioned, an employer whose employees are engaged throughout the State of
12 California.

13 39. Defendant EXCELL POST ACUTE LLC, at all times herein mentioned, was
14 and is, upon information and belief, a California limited liability company, and at all times
15 herein mentioned, an employer whose employees are engaged throughout the State of
16 California.

17 40. Defendant PARAMOUNT CONVALESCENT GROUP, INC., at all times
18 herein mentioned, was and is, upon information and belief, a California corporation, and at
19 all times herein mentioned, an employer whose employees are engaged throughout the State
20 of California.

21 41. Defendant DIAMOND RIDGE POST ACUTE LLC, at all times herein
22 mentioned, was and is, upon information and belief, a California limited liability company,
23 and at all times herein mentioned, an employer whose employees are engaged throughout the
24 State of California.

25 42. Defendant COUNTRY OAKS PARTNERS LLC, at all times herein
26 mentioned, was and is, upon information and belief, a California limited liability company,
27 and at all times herein mentioned, an employer whose employees are engaged throughout the
28 State of California.

43. Defendant MJB PARTNERS, LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

44. Defendant RIVERSIDE EQUITIES LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

45. Defendant PC CARE, LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

46. Defendant WYNGATE NURSING CENTER, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

47. Defendant VISTA SKILLED LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

48. Defendant PELICAN RIDGE POST ACUTE, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California.

49. Defendant FLAGSHIP POST ACUTE LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

50. Defendant F & B HEALTHCARE, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California.

51. Defendant COURTYARD POST ACUTE LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all

times herein mentioned, an employer whose employees are engaged throughout the State of California.

52. At all relevant times, Defendants TARZANA POST ACUTE LLC, SUN MAR MANAGEMENT SERVICES, SUN-MAR HEALTH CARE, INC., SUN MAR REHABILITATION SERVICES, LLC, SUN MAR NURSING CENTERS, PARK REGENCY CARE, LLC, BARTLETT CARE CENTER, LLC, GORDON LANE HEALTHCARE, LLC, VILLA RANCHO BERNARDO HEALTH CARE, LLC, GARDEN PARK CARE CENTER, LLC, GARDEN GROVE POST ACUTE LLC, ANAHEIM HEALTHCARE CENTER, LLC, INLAND MEDICAL ENTERPRISES, INC., DMN ENTERPRISES, PARK REGENCY RETIREMENT CENTER, LLC, HERITAGE MANOR HEALTHCARE, LLC, COMMUNITY CARE REHAB CENTER, LLC, MISSION CARMICHAEL POST ACUTE, LLC, PUENTE PARTNERS, LLC, SIERRA VIEW CARE HOLDINGS, LLC, BARSTOW POST ACUTE LLC, BELLFLOWER SKILLED LLC, GIBRALTAR CONVALESCENT HOSPITAL, INC., ESCONDIDO POST ACUTE LLC, CITRUS NURSING CENTER, LA HABRA POST ACUTE LLC, LA MIRADA POST ACUTE LLC, LAKE FOREST POST ACUTE LLC, COLLEGE VISTA, LLC, MENIFEE POST ACUTE LLC, MONTEREY PARK CONVALESCENT HOSPITAL, INC., COLONIAL POST ACUTE LLC, NORWALK POST ACUTE LLC, EXCELL POST ACUTE LLC, PARAMOUNT CONVALESCENT GROUP, INC., DIAMOND RIDGE POST ACUTE LLC, COUNTRY OAKS PARTNERS LLC, MJB PARTNERS, LLC, RIVERSIDE EQUITIES LLC, PC CARE, LLC, WYNGATE NURSING CENTER, VISTA SKILLED LLC, PELICAN RIDGE POST ACUTE, FLAGSHIP POST ACUTE LLC, F & B HEALTHCARE and COURTYARD POST ACUTE LLC were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

53. At all times herein relevant, TARZANA POST ACUTE LLC, SUN MAR MANAGEMENT SERVICES, SUN-MAR HEALTH CARE, INC., SUN MAR REHABILITATION SERVICES, LLC, SUN MAR NURSING CENTERS, PARK REGENCY CARE, LLC, BARTLETT CARE CENTER, LLC, GORDON LANE

1 HEALTHCARE, LLC, VILLA RANCHO BERNARDO HEALTH CARE, LLC, GARDEN
2 PARK CARE CENTER, LLC, GARDEN GROVE POST ACUTE LLC, ANAHEIM
3 HEALTHCARE CENTER, LLC, INLAND MEDICAL ENTERPRISES, INC., DMN
4 ENTERPRISES, PARK REGENCY RETIREMENT CENTER, LLC, HERITAGE MANOR
5 HEALTHCARE, LLC, COMMUNITY CARE REHAB CENTER, LLC, MISSION
6 CARMICHAEL POST ACUTE, LLC, PUENTE PARTNERS, LLC, SIERRA VIEW CARE
7 HOLDINGS, LLC, BARSTOW POST ACUTE LLC, BELLFLOWER SKILLED LLC,
8 GIBRALTAR CONVALESCENT HOSPITAL, INC., ESCONDIDO POST ACUTE LLC,
9 CITRUS NURSING CENTER, LA HABRA POST ACUTE LLC, LA MIRADA POST
10 ACUTE LLC, LAKE FOREST POST ACUTE LLC, COLLEGE VISTA, LLC, MENIFEE
11 POST ACUTE LLC, MONTEREY PARK CONVALESCENT HOSPITAL, INC.,
12 COLONIAL POST ACUTE LLC, NORWALK POST ACUTE LLC, EXCELL POST
13 ACUTE LLC, PARAMOUNT CONVALESCENT GROUP, INC., DIAMOND RIDGE
14 POST ACUTE LLC, COUNTRY OAKS PARTNERS LLC, MJB PARTNERS, LLC,
15 RIVERSIDE EQUITIES LLC, PC CARE, LLC, WYNGATE NURSING CENTER, VISTA
16 SKILLED LLC, PELICAN RIDGE POST ACUTE, FLAGSHIP POST ACUTE LLC, F & B
17 HEALTHCARE, COURTYARD POST ACUTE LLC and DOES 1 through 100, and each of
18 them, were the agents, partners, joint venturers, joint employers, representatives, servants,
19 employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all
20 times relevant hereto were acting within the course and scope of their authority as such
21 agents, partners, joint venturers, representatives, servants, employees, successors, co-
22 conspirators and/or assigns, and all acts or omissions alleged herein were duly committed
23 with the ratification, knowledge, permission, encouragement, authorization and/or consent of
24 each defendant designated as a DOE herein.

25 54. The true names and capacities, whether corporate, associate, individual or
26 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
27 said defendants by such fictitious names. Plaintiff is informed and believes, and based on
28 that information and belief alleges, that each of the defendants designated as a DOE is legally

1 responsible for the events and happenings referred to in this Complaint, and unlawfully
2 caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek
3 leave of court to amend this Complaint to show the true names and capacities when the same
4 have been ascertained.

5 55. TARZANA POST ACUTE LLC, SUN MAR MANAGEMENT SERVICES,
6 SUN-MAR HEALTH CARE, INC., SUN MAR REHABILITATION SERVICES, LLC,
7 SUN MAR NURSING CENTERS, PARK REGENCY CARE, LLC, BARTLETT CARE
8 CENTER, LLC, GORDON LANE HEALTHCARE, LLC, VILLA RANCHO BERNARDO
9 HEALTH CARE, LLC, GARDEN PARK CARE CENTER, LLC, GARDEN GROVE POST
10 ACUTE LLC, ANAHEIM HEALTHCARE CENTER, LLC, INLAND MEDICAL
11 ENTERPRISES, INC., DMN ENTERPRISES, PARK REGENCY RETIREMENT CENTER,
12 LLC, HERITAGE MANOR HEALTHCARE, LLC, COMMUNITY CARE REHAB
13 CENTER, LLC, MISSION CARMICHAEL POST ACUTE, LLC, PUENTE PARTNERS,
14 LLC, SIERRA VIEW CARE HOLDINGS, LLC, BARSTOW POST ACUTE LLC,
15 BELLFLOWER SKILLED LLC, GIBRALTAR CONVALESCENT HOSPITAL, INC.,
16 ESCONDIDO POST ACUTE LLC, CITRUS NURSING CENTER, LA HABRA POST
17 ACUTE LLC, LA MIRADA POST ACUTE LLC, LAKE FOREST POST ACUTE LLC,
18 COLLEGE VISTA, LLC, MENIFEE POST ACUTE LLC, MONTEREY PARK
19 CONVALESCENT HOSPITAL, INC., COLONIAL POST ACUTE LLC, NORWALK
20 POST ACUTE LLC, EXCELL POST ACUTE LLC, PARAMOUNT CONVALESCENT
21 GROUP, INC., DIAMOND RIDGE POST ACUTE LLC, COUNTRY OAKS PARTNERS
22 LLC, MJB PARTNERS, LLC, RIVERSIDE EQUITIES LLC, PC CARE, LLC, WYNGATE
23 NURSING CENTER, VISTA SKILLED LLC, PELICAN RIDGE POST ACUTE,
24 FLAGSHIP POST ACUTE LLC, F & B HEALTHCARE, COURTYARD POST ACUTE
25 LLC and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

26 56. Plaintiff further alleges that Defendants including the unknown defendants
27 identified as DOES, directly or indirectly controlled or affected the working conditions,
28 wages, working hours, and conditions of employment of Plaintiff and the other aggrieved

employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

57. At all relevant times herein, Defendants were the joint employers of Plaintiff and other aggrieved employees. Plaintiff is informed and believes, and thereon alleges, that, at all relevant times, Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely dominated by his, her, or its co-defendant, and each was the alter ego of the other.

PAGA ALLEGATIONS

58. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

59. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

60. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

61. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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62. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

63. On August 9, 2023, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants TARZANA POST ACUTE LLC, SUN MAR MANAGEMENT SERVICES, SUN-MAR HEALTH CARE, INC., SUN MAR REHABILITATION SERVICES, LLC, SUN MAR NURSING CENTERS, PARK REGENCY CARE, LLC, BARTLETT CARE CENTER, LLC, GORDON LANE HEALTHCARE, LLC, VILLA RANCHO BERNARDO HEALTH CARE, LLC, GARDEN PARK CARE CENTER, LLC, GARDEN GROVE POST ACUTE LLC, ANAHEIM HEALTHCARE CENTER, LLC, INLAND MEDICAL ENTERPRISES, INC., DMN ENTERPRISES, PARK REGENCY RETIREMENT CENTER, LLC, HERITAGE MANOR HEALTHCARE, LLC, COMMUNITY CARE REHAB CENTER, LLC, MISSION

CARMICHAEL POST ACUTE, LLC, PUENTE PARTNERS, LLC, SIERRA VIEW CARE HOLDINGS, LLC, BARSTOW POST ACUTE LLC, BELLFLOWER SKILLED LLC, GIBRALTAR CONVALESCENT HOSPITAL, INC., ESCONDIDO POST ACUTE LLC, CITRUS NURSING CENTER, LA HABRA POST ACUTE LLC, LA MIRADA POST ACUTE LLC, LAKE FOREST POST ACUTE LLC, COLLEGE VISTA, LLC, MENIFEE POST ACUTE LLC, MONTEREY PARK CONVALESCENT HOSPITAL, INC., COLONIAL POST ACUTE LLC, NORWALK POST ACUTE LLC, EXCELL POST ACUTE LLC, PARAMOUNT CONVALESCENT GROUP, INC., DIAMOND RIDGE POST ACUTE LLC, COUNTRY OAKS PARTNERS LLC, MJB PARTNERS, LLC, RIVERSIDE EQUITIES LLC, PC CARE, LLC, WYNGATE NURSING CENTER, VISTA SKILLED LLC, PELICAN RIDGE POST ACUTE, FLAGSHIP POST ACUTE LLC, F & B HEALTHCARE and COURTYARD POST ACUTE LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

64. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

65. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California, including, but not limited to, all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (hereinafter collectively referred to as the "other aggrieved employees").

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66. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately May 2022 to approximately August 2022 in the State of California, County of Los Angeles.

67. Defendants hired Plaintiff and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

68. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees' employment, and to supervise their daily employment activities.

69. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

70. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

71. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

72. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

73. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

74. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

75. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other aggrieved employees the required rest and meal

1 periods during the relevant time period as required under the Industrial Welfare Commission
2 Wage Orders and thus they are entitled to any and all applicable penalties.

3 76. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
5 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
6 aggrieved employee's regular rate of pay when a meal period was missed, and they did not
7 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
8 aggrieved employee's regular rate of pay when a meal period was missed.

9 77. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
11 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
12 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
13 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
14 aggrieved employees' regular rate of pay when a rest period was missed.

15 78. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
17 receive at least minimum wages for compensation and that they were not receiving at least
18 minimum wages for all hours worked.

19 79. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
21 receive all wages owed to them upon discharge or resignation, including overtime and
22 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
23 such wages owed to them at the time of their discharge.

24 80. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
26 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
27 employees did not receive payment of all wages, including overtime and minimum wages

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1 and meal and rest period premiums, within any time permissible under California Labor
2 Code section 204.

3 81. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
5 receive complete and accurate wage statements in accordance with California law, but, in
6 fact, they did not receive complete and accurate wage statements from Defendants. The
7 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
8 Plaintiff and the other aggrieved employees.

9 82. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Defendants had to keep complete and accurate payroll
11 records for Plaintiff and the other aggrieved employees in accordance with California law,
12 but, in fact, did not keep complete and accurate payroll records.

13 83. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
15 reimbursement for necessary business-related expenses and costs.

16 84. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that they had a duty to compensate Plaintiff and the other
18 aggrieved employees pursuant to California law, and that Defendants had the financial ability
19 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
20 falsely represented to Plaintiff and the other aggrieved employees that they were properly
21 denied wages, all in order to increase Defendants' profits.

22 85. At all material times set forth herein, Defendants failed to pay overtime wages
23 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
24 were required to work more than eight (8) hours per day and/or forty (40) hours per week
25 without overtime compensation.

26 86. At all material times set forth herein, Defendants failed to provide
27 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

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87. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees at least minimum wages for all hours worked.

88. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation.

89. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

90. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

91. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiff and the other aggrieved employees.

92. At all material times set forth herein, Defendants failed to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs.

93. At all material times set forth herein, Defendants failed to properly compensate Plaintiff and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

94. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against TARZANA POST ACUTE LLC, SUN MAR MANAGEMENT SERVICES, SUN-MAR HEALTH CARE, INC., SUN MAR REHABILITATION SERVICES, LLC, SUN MAR NURSING CENTERS, PARK REGENCY CARE, LLC, BARTLETT CARE CENTER, LLC, GORDON LANE HEALTHCARE, LLC, VILLA RANCHO BERNARDO HEALTH CARE, LLC, GARDEN PARK CARE CENTER, LLC, GARDEN GROVE POST ACUTE LLC, ANAHEIM HEALTHCARE CENTER, LLC, INLAND MEDICAL ENTERPRISES, INC., DMN ENTERPRISES, PARK REGENCY

**RETIREMENT CENTER, LLC, HERITAGE MANOR HEALTHCARE, LLC,
COMMUNITY CARE REHAB CENTER, LLC, MISSION CARMICHAEL POST
ACUTE, LLC, PUENTE PARTNERS, LLC, SIERRA VIEW CARE HOLDINGS, LLC,
BARSTOW POST ACUTE LLC, BELLFLOWER SKILLED LLC, GIBRALTAR
CONVALESCENT HOSPITAL, INC., ESCONDIDO POST ACUTE LLC, CITRUS
NURSING CENTER, LA HABRA POST ACUTE LLC, LA MIRADA POST ACUTE
LLC, LAKE FOREST POST ACUTE LLC, COLLEGE VISTA, LLC, MENIFEE
POST ACUTE LLC, MONTEREY PARK CONVALESCENT HOSPITAL, INC.,
COLONIAL POST ACUTE LLC, NORWALK POST ACUTE LLC, EXCELL POST
ACUTE LLC, PARAMOUNT CONVALESCENT GROUP, INC., DIAMOND RIDGE
POST ACUTE LLC, COUNTRY OAKS PARTNERS LLC, MJB PARTNERS, LLC,
RIVERSIDE EQUITIES LLC, PC CARE, LLC, WYNGATE NURSING CENTER,
VISTA SKILLED LLC, PELICAN RIDGE POST ACUTE, FLAGSHIP POST ACUTE
LLC, F & B HEALTHCARE, COURTYARD POST ACUTE LLC and DOES 1
through 100)**

95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

96. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

97. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

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99. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

10 100. Defendants' failure to provide legally required meal periods to Plaintiff and
11 the other aggrieved employees is in violation of the Wage Orders and constitutes a violation
12 of California Labor Code sections 226.7 and 512(a).

14 101. Defendants' failure to provide legally required rest periods to Plaintiff and the
15 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
16 California Labor Code section 226.7.

18 102. Defendants' failure to pay legally required minimum wages to Plaintiff and
19 the other aggrieved employees is in violation of the Wage Orders and constitutes a violation
20 of California Labor Code sections 1194, 1197 and 1197.1.

103. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

104. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

105. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

106. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

107. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

108. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a 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;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the

California Labor Code in the amount of a 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; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

109. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

110. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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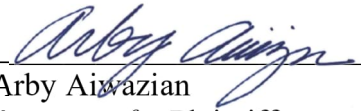
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2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: October 16, 2023

LAWYERS for JUSTICE, PC

By: 
Arby Aivazian
Attorneys for Plaintiff