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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Oliva, Deputy Clerk

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

MANCILLA, LIZBETH, an individual, on
behalf of herself and others similarly
situated;

Plaintiff,

v.

VERDUGO VISTA OPERATING
COMPANY, LP, a Delaware limited
partnership; and DOES 1 through 10,
inclusive;

Defendants.

CASE NO.: **24NNCV00247**

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

1 Plaintiff, LIZBETH MANCILLA, hereby alleges as follows:

2 **INTRODUCTION**

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

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

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

- 15 a. failing to maintain accurate records;
- 16 b. failing to provide compliant meal periods;
- 17 c. failing to provide compliant rest periods;
- 18 d. failing to pay minimum wages;
- 19 e. failing to pay overtime wages;
- 20 f. failing to provide sick pay;
- 21 g. failing to reimburse business expenses;
- 22 h. failing to provide accurate itemized wage statements; and,
- 23 i. failing to pay all wages that were due and owing during employment and
24 upon separation of employment; and,
- 25 j. requiring employees to enter into unlawful agreements.

26 4. Plaintiff and Aggrieved Employees seek PAGA penalties pursuant to Labor Code
27 sections 201-203, 204, 210, 226, 226.3, 226.7, 246, 432.5 432.6, 510, 512, 516, 1194, 1197, 1197.1,

1 1198, 2802 and the applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20.

2 **JURISDICTION AND VENUE**

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

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

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

12 **THE PARTIES**

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

15 9. Defendant VERDUGO VISTA OPERATING COMPANY, LP, own and operates
16 skilled nursing facilities in California, including La Crescenta Healthcare Center, located at 3050
17 Montrose Ave., La Crescenta, CA 91214.

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

24 11. At all relevant times, each Defendant acted as an agent, servant, employee, co-
25 conspirator, alter-ego and/or joint venturer of the other Defendants, and in doing the things alleged
26 herein acted within the course and scope of such agency, employment, alter-ego and/or in
27 furtherance of the joint venture. Each of the Defendant's acts alleged herein was done with the

1 permission and consent of each of the other Defendants.

2 **GENERAL ALLEGATIONS**

3 12. Plaintiff was employed by Defendants as a non-exempt receptionist at La Crescent
4 Healthcare Center from approximately October 2020 – September 2023.

5 13. During the PAGA Period (one year + 65 days prior to the filing of this Complaint),
6 Defendants failed to maintain accurate time and payroll records for Plaintiff and the Aggrieved
7 Employees as required by Labor Code section 1174 and the applicable IWC Wage Order, Section
8 7. Among other things, Defendants failed to keep accurate records of all hours worked for Plaintiff
9 and the Aggrieved Employees, including accurate records showing when Plaintiff and the Aggrieved
10 Employees received meal periods.

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
14 received late, shortened, interrupted or no meal periods due to the nature of the work and lack of
15 coverage. Defendants discouraged and disciplined Plaintiff and the Aggrieved Employees from
16 using their cellular phones during the workday, including during breaks. If Plaintiff and the
17 Aggrieved Employees need to use their cellular phones during a break, they were required to do so
18 in certain locations. However, Defendants did not provide additional time to allow Plaintiff and the
19 Aggrieved Employees to walk to these designated areas, thereby reducing their break time.

20 15. Defendants did not always pay Plaintiff and the Aggrieved Employees one additional
21 hour of pay at their regular rates when Defendants failed to provide compliant meal periods. When
22 Defendants paid meal period premiums, they often did so at the wrong rates, by failing to include
23 retention bonuses and other forms of non-discretionary pay into the regular rates. When Defendants
24 paid meal period premiums they did so at the wrong rates, by failing to include all forms of non-
25 discretionary pay in the regular rates.

26 16. During the PAGA Period, Defendants similarly violated Labor Code sections 226.7
27 and 516, and IWC Wage Orders Section 12 by failing to provide Plaintiff and the Aggrieved

1 Employees compliant rest periods. Plaintiff and the Aggrieved Employees routinely received
2 shortened, interrupted or no rest periods due to the nature of the work and lack of coverage.
3 Defendants did not always pay Plaintiff and the Aggrieved Employees one hour of premium pay at
4 their regular rates for missed rest periods. When Defendants paid rest period premiums they did so
5 at the wrong rates, by failing to include retention bonuses and other forms of non-discretionary pay
6 into the regular rates.

7 17. During the PAGA Period, Defendants failed to pay Plaintiff and the Aggrieved
8 Employees minimum wages for all hours worked. Among other things, Defendants failed to pay
9 them for work performed during interrupted meal periods. Defendants also rounded meal period
10 times up, thereby deducting thirty-minutes for meal periods, even when there were between 25-29
11 minutes. Defendants also engaged in an unlawful practice of time-shaving or rounding work hours.
12 Defendants violated Labor Code sections 510, 1194, 1197, 1198, and the applicable IWC Wage
13 Order, Section 4.

14 18. During the PAGA period, Defendants violated California overtime laws by failing to
15 pay Plaintiff and the Aggrieved Employees for the overtime hours that they worked. Among other
16 things, Defendants failed to pay them for work performed during interrupted meal periods.
17 Defendants also rounded meal period times up, thereby deducting thirty-minutes for meal periods,
18 even when there were between 25-29 minutes. Defendants also engaged in an unlawful practice of
19 time-shaving or rounding work hours. When Defendants paid overtime, they failed to do so at the
20 correct rates, but failing to include all forms of non-discretionary pay into the regular rates.
21 Defendants violated Labor Code sections 510, 1194, 1197, 1198, and the applicable IWC Wage
22 Order; and, are therefore liable for civil penalties under Labor Code §§ 1197.1 and 2699.

23 19. During the PAGA period, Defendants violated Labor Code section 246 by failing to
24 provide Plaintiff and the Aggrieved Employees with paid sick days or to pay sick pay at the correct
25 rates. Defendants further failed to provide notice of available sick pay on their wage statements in
26 violation of Labor Code section 246(i).

27 20. During the PAGA period, Defendants violated Labor Code section 2802 by failing
28

1 to reimburse Plaintiff and the Aggrieved Employees for business expenses, including use of their
2 cellular telephones.

3 21. During the PAGA period, Defendants violated Labor Code section 226(a) by failing
4 to provide Plaintiff and the Aggrieved Employees with accurate itemized written wage statements.
5 Specifically, Defendants failed to accurately list the total hours worked and correct rates of pay.

6 22. During the PAGA Period, Defendants violated Labor Code section 204 by failing to
7 pay Plaintiff and the Aggrieved Employees all wages that were due and owing each pay period,
8 including failing to pay them minimum wages, overtime, and meal and rest period premiums.

9 23. During the PAGA period, Defendants violated Labor Code sections 201, 202, and
10 203 by failing to timely pay Plaintiff and the Aggrieved Employees (who are former employees) all
11 wages that were due and owing upon separation of employment.

12 **CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**
14 **(Violation of the Private Attorneys General Act)**
15 **[Labor Code §§ 2698 et seq.]**

16 24. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

17 25. During the PAGA period (one year + 60 days from the filing of this Complaint),
18 Defendants violated Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 246, 432.5 432.6,
19 510, 512, 516, 1194, 1197, 1197.1, 1198, 2802 and the applicable Wage Order, Sections 3, 4, 7,
20 11, 12, and 20. These violations subject Defendant to civil penalties as set forth in, *inter alia*,
Labor Code section 2699.

21 26. Plaintiff complied with the procedures for bringing suit specified in Labor Code
22 sections 2699.3 and 2699.5 by letter dated November 22, 2023. Plaintiff gave written notice to the
23 LWDA via electronic submission, and via certified mail to all Defendants, of the specific
24 provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts
25 and theories to support the alleged violations.

26 27. Under Labor Code section 2699.3, the LWDA must give written notice to the
27 parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's

1 written notice. As of the filing of this Complaint, the LWDA has not provided the parties with any
2 notice of its intention to investigate these claims.

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

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

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

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for relief as follows:

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

16
17
18 Dated: March 13, 2024

BLAKE JONES LAW, PC.

19
20 By: _____



Blake R. Jones
Attorneys for Plaintiff