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David W. Slayton,
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

UNLIMITED JURISDICTION

DAVID HERNANDEZ, an individual; VERONICA PULIDO, an individual; RACHEL DE LA PORTILLA, an individual; DIANA ORTIZ, an individual; and AMANDA GARZA, an individual; individually and in a representative capacity on behalf of the State of California and the other aggrieved employees as defined herein;

Plaintiffs,

v.

CF MADERA, LLC, a California limited liability company; and HCSG WEST, LLC, a New Jersey limited liability company; and DOES 1-25, inclusive,

Defendants.

Case No. 26STCV32876

COMPLAINT FOR:
(1) WORKPLACE HARASSMENT AND DISCRIMINATION;
(2) FAILURE TO PROVIDE A SAFE WORKPLACE;
(3) RETALIATION;
(4) FAILURE TO PAY AT LEAST MINIMUM WAGE;
(5) FAILURE TO PAY OVERTIME WAGES;
(6) FAILURE TO PROVIDE MEAL PERIODS;
(7) FAILURE TO PROVIDE REST PERIODS;
(8) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;
(9) FAILURE TO REIMBURSE;
(10) FAILURE TO PROVIDE EMPLOYMENT RECORDS;
(11) UNFAIR BUSINESS PRACTICES; and
(12) PENALTIES PURSUANT TO PAGA (LABOR CODE §2698, *et seq.*)

Plaintiffs David Hernandez, Veronica Pulido, Rachel De La Portilla, Diana Ortiz, and Amanda Garza allege as and for causes of action against Defendants, and each of them, as follows:

PARTIES

1. Plaintiffs David Hernandez, Veronica Pulido, Rachel De La Portilla, and Diana Ortiz are California residents jointly employed by and performing work for Defendants CF Madera, LLC and HCSG West, LLC.

2. Plaintiff Amanda Garza is a California resident employed by and performing work for Defendant CF Madera, LLC.

3. Defendant CF Madera, LLC is a California limited liability company with a principal place of business in Los Angeles County, California. CF Madera, LLC manages the Madera Rehabilitation & Nursing Center in Madera, California. On information and belief, CF Madera, LLC employs approximately 200 employees in California.

4. Defendant HCSG West, LLC is a New Jersey limited liability company with a principal place of business in Ewing, New Jersey. HCSG West, LLC provides staffing services to other companies, including CF Madera, LLC.

5. Plaintiffs are informed and believe and, based upon such information and belief, allege that each of the Defendants designated as Does 1 through 25, inclusive, is contractually, intentionally, negligently, legally, or in some manner responsible for the events and occurrences more fully described below and which proximately caused injuries and/or damages to Plaintiffs as alleged. Plaintiffs are unaware of the true names and capacities of those Defendants sued herein as Does 1 through 25, inclusive, and therefore sues such Defendants by fictitious names. Plaintiffs will seek leave to amend this Complaint to set forth the true names and capacities of those Defendants when they have been ascertained.

6. Plaintiffs are informed and believe and, based on such information and belief, allege that at all times mentioned each of the Defendants was the agent, employee, and/or alter ego

of the remaining Defendants, and was at all times acting within the scope and purpose of this agency, employment, and/or alter ego status and with the consent and permission of the remaining Defendants such that each is liable for the wrongdoings described herein.

FACTS

A. Racial and National Origin Harassment and Discrimination

7. Plaintiffs David Hernandez, Veronica Pulido, Rachel De La Portilla, Diana Ortiz, and Amanda Garza are employed by Defendants as non-exempt hourly employees.

8. Throughout their employment, Plaintiffs and other employees experienced racial and national origin discrimination and harassment perpetuated by Defendants – primarily by South Asian management and co-workers against Latino and white employees. This discrimination took the form of harassment, intimidation, derogatory comments, disparate treatment in work assignments and workload, disparate disciplinary actions, and the like. It also contributed to the Plaintiffs and other employees being forced to work through meal and rest periods, skip breaks, work off-the-clock, and the like.

9. For example, and without limitation, South Asian workers are routinely given preferential treatment in work assignments, days off, preferred shifts, and the like. Defendants also preferentially hire and promote South Asian workers, while non-South Asian workers are disproportionately targeted for termination. Defendants' South Asian management and co-workers routinely speak another language at work that excludes Plaintiffs, while for their part, Defendants have explicitly forbidden Plaintiffs from speaking Spanish in the workplace.

B. Unsafe Working Conditions

10. Defendants do not maintain a safe workplace and fail to provide safety devices and safeguards necessary to create a safe work environment. Specifically, Defendants know that the

facility is infested with mold, but have not taken adequate steps to remediate the mold, creating an unsafe environment for Plaintiffs and other employees as well as residents.

11. When state regulatory inspectors visit the facility, Defendants instruct Plaintiffs and other employees to conceal unsafe conditions, including by, for example, blocking access to mold-infested bathrooms by locking them and placing "Out of Order" signs on the doors.

12. Defendants have known about the moldy conditions for years, but have failed to take any reasonable steps to remedy the issue.

13. Additionally, Defendants have failed and refused to provide Plaintiffs and other employees with any safety devices or to adopt appropriate methods and processes to protect them despite the fact that they routinely must work in close proximity to the mold.

C. Retaliation

14. In anticipation of this litigation, on July 10, 2026, Plaintiffs sent a PAGA notice to Defendant CF Madera, LLC and the LWDA, advising them of their Labor Code violations. Likewise, on July 22, 2026, Plaintiffs advised Defendants that litigation was reasonably anticipated regarding those violations. Plaintiffs also reported the mistreatment, Labor Code violations, and health and safety concerns directly to their superiors.

15. In response to Plaintiffs reporting this unlawful conduct and health and safety violations, Defendants have begun retaliating against Plaintiffs with false accusations, inconsistent instructions, and disparate treatment, with the apparent goal of causing Plaintiffs to be punished, to quit, and/or terminated.

16. Specifically, Defendants have begun accusing Plaintiffs of not cleaning linens, when in fact, the lack of linens is the result Defendants' common practice of disposing of soiled linens rather than cleaning them, and one of the two commercial dryers being consistently broken

and unusable. Defendants have also accused Plaintiffs, bizarrely and without any basis whatsoever, of causing an increase in resident urinary tract infections.

D. Wage and Hour Claims

17. Throughout their employment, Plaintiffs and other employees were not provided with code-compliant meal or rest periods. Instead, they were told to take breaks whenever they could or instructed to skip breaks altogether. On some occasions, they were instructed not to take breaks while regulatory officials were present at the facility so that it would appear better staffed. On other occasions, management altered time records to make it appear that Plaintiffs and employees had taken meal periods when they had not. As a result, employees were and are often unable to take timely, uninterrupted, code-compliant breaks during which they were relieved of all duty.

18. Because Defendants failed to provide timely meal and rest periods during which employees are relieved of all duties, they owe Plaintiffs and other employees one hour of compensation for each day worked with a missed rest period and one hour of compensation for each day worked with a missed meal period. Defendants have failed to pay Plaintiffs and other employees those wages when they were due.

19. Defendants also require and have required Plaintiffs and other employees to work off-the-clock, by performing work after clocking out and otherwise and by assigning off-site work that is entirely unpaid.

20. As a result of the above-referenced conduct and other conduct, Defendants fail and have failed (1) to pay Plaintiffs and other employees for all hours worked, on time and at termination, (2) to pay them overtime premiums for hours worked in excess of eight hours per day, forty hours per week, and/or six days within one workweek, (3) to pay at least minimum

wage for all hours worked, (4) to maintain accurate records of days and hours actually worked, and (5) to provide accurate wage statements showing hours actually worked.

21. Defendants also required and require Plaintiffs and other employees to use their personal mobile phones for work purposes, without reimbursement. Specifically, employees use their phones during work hours for work scheduling, communication, and coordination to do their jobs. Plaintiffs have also had to purchase work supplies with their own funds and use their vehicles at the instruction and direction of Defendants, all without reimbursement.

22. On July 22, 2026, Plaintiffs, through their counsel, requested their employment records pursuant to Labor Code §§226, 247.5, 432, and 1198.5. As of this writing, Defendants have not responded or provided any records whatsoever.

E. PAGA Claims

23. Plaintiffs bring their Twelfth Cause of Action in a representative capacity on behalf of themselves, their fellow aggrieved employees, and the Labor & Workforce Development Agency under the Private Attorneys General Act ("PAGA") as to Defendant CF Madera, LLC, and seek to vindicate their rights under the Labor Code as well as those of all other aggrieved current and former employees of CF Madera, LLC.

24. The group of aggrieved employees consists of those employees of Defendant CF Madera, LLC working in California at any time since July 10, 2025, and through the date of settlement or entry of final judgment in this matter.

25. Plaintiffs sent the PAGA notice attached hereto as Exhibit A to Defendant CF Madera, LLC on July 10, 2026. Plaintiffs allege that by the conduct described herein, CF Madera, LLC violated Labor Code §§201, 202, 204, 210, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, 6400, 6401, 6402, 6403, and 6404, and IWC Wage Order No. 5-2001 (8 C.C.R. §§11050),

for which it is subject to civil penalties under PAGA.

26. On or around September 22, 2026, the Department of Industrial Relations, Division or Occupational Safety and Health notified Plaintiffs' counsel that Plaintiffs' workplace safety allegations could not be verified. Plaintiffs promptly disputed that conclusion. As to the remaining Labor Code violations, sixty-five calendar days have now passed since Plaintiffs gave the LWDA notice of their PAGA claims, and the LWDA has not responded or taken any position as to those claims.

FIRST CAUSE OF ACTION

(Racial and National Origin Harassment and Discrimination; Violation of Gov. Code §12940, *et seq.*)

27. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

28. Throughout their employment, Plaintiffs and other employees experienced racial and national origin discrimination and harassment perpetuated by Defendants – primarily by South Asian management and co-workers against Latino and white employees. This discrimination took the form of extreme harassment, intimidation, derogatory comments, disparate treatment in work assignments and workload, disparate disciplinary actions, and the like.

29. By this conduct, Defendants created a persistently hostile work environment that exposed employees to unwanted racist activity, actively permitted racial discrimination and harassment, and failed to protect employees from the same, allowing employees of South Asian heritage benefit at the expense of employees of other ethnicities.

30. As a result of this hostile work environment, Plaintiffs were and continues to be discriminated against and harassed as described above.

31. Plaintiffs obtained Right to Sue letters from the California Civil Right Department on October 19, 2026.

32. Defendants and their officers, directors, and managing agents intended to cause Plaintiffs injury and/or willfully and consciously disregarded Plaintiffs' rights. The conduct described above was authorized, ratified, and/or personally committed by Defendants' officers, directors, and managing agents.

33. As a proximate result of Defendants' conduct, Plaintiffs have suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of future earning capacity, a loss of emotional tranquility, a loss of enjoyment of life, and have been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional minimum of this court.

SECOND CAUSE OF ACTION

(Failure to Provide a Safe Workplace; Violation of Labor Code §§6400-6404)

34. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

35. As set forth above, Defendants do not maintain a safe workplace and fail to provide safety devices and safeguards or adopt appropriate methods and policies necessary to create a safe work environment. Specifically, Defendants know that the facility is infested with mold, but have not taken adequate steps to remediate the mold, creating an unsafe environment for Plaintiffs and other employees as well as residents.

36. Defendants and their officers, directors, and managing agents intended to cause Plaintiffs injury and/or willfully and consciously disregarded Plaintiffs' rights. The conduct described above was authorized, ratified, and/or personally committed by Defendants' officers, directors, and managing agents.

37. As a proximate result of Defendants' conduct, Plaintiffs have suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of future earning capacity, a loss of emotional tranquility, and a loss of enjoyment of life, and have been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional minimum of this court.

THIRD CAUSE OF ACTION

(Retaliation; Violation of Labor Code §1102.5)

38. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

39. As detailed above, Defendants created a persistently hostile work environment that exposed employees to unwanted racial discrimination and harassment, unsafe working conditions, and widespread Labor Code violations.

40. Plaintiffs reported the discrimination, the various Labor Code violations, and the health and safety violations both to the LWDA as well as directly to their superiors, including without limitation, the mistreatment, the presence of mold throughout the facility, and the inadequate sanitary equipment.

41. In response to Plaintiffs reporting this unlawful conduct and health and safety violations, Defendants have begun retaliating against Plaintiffs with false accusations, inconsistent instructions, and disparate treatment, with the apparent goal of causing Plaintiffs to be punished, to quit, and/or to be terminated.

42. Defendants and their officers, directors, and managing agents intended to cause Plaintiffs injury and/or willfully and consciously disregarded Plaintiffs' rights. The conduct described above was authorized, ratified, and/or personally committed by Defendants' officers, directors, and managing agents.

43. As a proximate result of Defendants' conduct, Plaintiffs have suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of future earning capacity, a loss of emotional tranquility, a loss of enjoyment of life, and a loss of reputation, and has been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional minimum of this court.

FOURTH CAUSE OF ACTION

(Failure to Pay Minimum Wage;

Violation of Labor Code §§1197, I.W.C. Wage Order Nos. 5-2001)

44. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

45. Due to excessive workloads, the nature of the work, and other factors, Defendants failed to pay Plaintiffs for all hours worked, failed to pay overtime premiums, and required Plaintiffs and other employees to work through their meal and rest periods, all of which led to Plaintiffs and other employees working for less than the minimum wage.

46. As a proximate result of Defendants' failure to pay at least the minimum wages owed, Plaintiffs have suffered damages in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

(Failure to Pay Overtime Wages;

Violation of Labor Code §§510, I.W.C. Wage Order Nos. 5-2001)

47. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

48. As set forth above, due to overworking and understaffing, working through their meal and rest periods, being asked to work after hours and off the clock, and other factors,

Plaintiffs were not fully compensated for all time worked, including overtime premiums when Plaintiffs worked in excess of eight hours a day, forty hours a week, and/or on the seventh consecutive day in a workweek.

49. Defendants failed to pay Plaintiffs for the overtime hours worked, and failed to pay Plaintiffs any overtime premiums for the overtime hours worked.

50. As a proximate result of Defendants' failure to pay overtime wages owed, Plaintiffs have suffered damages in an amount to be proved at trial.

SIXTH CAUSE OF ACTION

(Failure to Provide Meal Periods and Pay Meal Period Premiums;

Violation of Labor Code §§226.7, 512, I.W.C. Wage Order No. 5-2001)

51. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

52. Plaintiffs often worked five hours or more a day without being provided a 30-minute, uninterrupted, off-duty meal period within the first five hours during which they were relieved of all responsibility and allowed to leave the premises.

53. On these occasions, Defendants failed to pay Plaintiffs one additional hour of pay at their regular rate of compensation.

54. As a proximate result of Defendants' failure to allow Plaintiffs to have timely and uninterrupted meal periods and failure to compensate Plaintiffs for missed meal periods, Plaintiffs have suffered damages and are entitled to penalties in an amount to be proved at trial.

SEVENTH CAUSE OF ACTION

(Failure to Provide Rest Periods and Pay Rest Period Premiums;

Violation of Labor Code §§226.7, I.W.C. Wage Order No. 5-2001)

55. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

56. Plaintiffs often worked in excess of three and one half hours in a workday without being authorized or permitted to take a timely, uninterrupted paid rest period during which they were relieved of all responsibility and allowed to leave the premises.

57. On these occasions, Defendants failed to pay Plaintiffs one additional hour of pay at their regular rate of compensation.

58. As a proximate result of Defendants' failure to allow Plaintiffs to have timely and uninterrupted rest periods and failure to compensate Plaintiffs for missed meal periods, Plaintiffs have suffered damages and are entitled to penalties in an amount to be proved at trial.

EIGHTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements; Violation of Labor Code §226)

59. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

60. Defendants failed to furnish Plaintiffs with an accurate itemized statement in writing on the regular paydays showing gross wages earned, total hours worked, net wages earned, and all applicable hourly rates of pay in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

61. Defendants knew that they were required by law to furnish accurate itemized statements in writing and intentionally failed to furnish accurate statements to Plaintiffs on the regular paydays.

62. Plaintiffs suffered injury from Defendants' failure to provide accurate itemized statements in writing on the regular paydays. Plaintiffs could not promptly and easily determine

the amount of gross or net wages earned, the total number of hours worked, or the applicable rates in effect for the corresponding hours.

NINTH CAUSE OF ACTION

(Failure to Reimburse Employment-Related Expenses; Violation of Labor Code §2802)

63. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

64. As set forth above, Defendants required Plaintiffs and other employees to regularly use their personal mobile phones and other devices for work purposes. Specifically, employees use their phones during work hours for work scheduling, communication, and coordination to do their jobs. Plaintiffs have also had to purchase work supplies with their own funds and use their vehicles at the instruction and direction of Defendants.

65. Defendants failed to compensate Plaintiffs or the other employees for the expenses of purchasing and maintaining these phones and devices and corresponding service plans, work supplies, and vehicle use despite the fact that they were expenses incurred at the instruction of Defendants and for the benefit of Defendants' business.

66. As a result, Plaintiffs have been damaged in an amount to be proved at trial.

TENTH CAUSE OF ACTION

(Failure to Provide Employment Records;

Violation of Labor Code §§226, 247.5, 432, and 1198.5)

67. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

68. On July 22, 2026, counsel for Plaintiffs requested their employment records pursuant to Labor Code §§226, 247.5, 432, and 1198.5.

69. Defendants failed to respond or produce any records whatsoever.

70. As a result, Plaintiffs are entitled to statutory penalties.

ELEVENTH CAUSE OF ACTION

(Unfair Business Practices, Violation of Bus. & Prof. Code §17200)

71. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

72. Defendants' conduct, as set forth above, violates the California Unfair Competition Law, Bus. & Prof. Code §17200, *et seq.* ("UCL"). Defendants' conduct constitutes unlawful, unfair, or fraudulent business acts or practices in that they discriminate and harass employees based on race, fail to maintain a safe workplace or provide appropriate safety equipment, willfully fail to pay employees for all hours worked, fail to pay minimum and overtime wages, fail to provide meal and rest breaks, fail to provide accurate wage statements, fail to reimburse employees for work expenses, and the like.

73. As a result of Defendants' unlawful, unfair, and fraudulent conduct, Plaintiffs have suffered injury in fact.

74. Plaintiffs are informed and believe, and on that basis allege, that Defendants continue to engage in the unlawful, unfair, and fraudulent practices as alleged herein, and that they will continue to do so unless enjoined by this court.

75. Pursuant to Bus. & Prof. Code §17203, Plaintiffs seek declaratory and injunctive relief for Defendants' unlawful, unfair, and fraudulent conduct, and to recover restitution.

TWELFTH CAUSE OF ACTION

(Violations of the California Labor Code under the Private Attorneys General Act (Lab. Code §2698, et seq.) – as to Defendant CF Madera, LLC only)

76. Plaintiffs incorporate the allegations above as though they were fully set forth herein.

77. Plaintiffs bring this cause of action in a representative capacity on behalf of themselves, their fellow aggrieved employees, and the Labor & Workforce Development Agency ("LWDA") pursuant to the California Private Attorneys General Act (Labor Code §2698, *et seq.*), and seeks to vindicate their rights under the Labor Code as well as those of all other aggrieved current and former employees of Defendant CF Madera, LLC.

78. For purposes of this cause of action, the group of aggrieved employees consist of those employees of Defendant CF Madera, LLC working in California (the "Representative Group") at any time since July 10, 2025, and through the settlement or date of entry of final judgment in this matter (the "Claim Period").

79. As set forth above, Defendant CF Madera, LLC has violated Labor Code §§201, 202, 204, 210, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, 6400, 6401, 6402, 6403, and 6404, and IWC Wage Order No. 5-2001 (8 C.C.R. §§11050) with respect to Plaintiffs and the Representative Group, who have personally suffered each of CF Madera, LLC's violations of the California Labor Code as described herein during the Claim Period and who have been injured as a result of these violations.

80. Plaintiffs seek to recover civil penalties for violations of the Labor Code committed by Defendant CF Madera, LLC against Plaintiffs and all other aggrieved employees as set out in the PAGA notice document submitted to the LWDA. A true and correct copy of the PAGA notice is attached hereto as Exhibit A, and its contents are incorporated by reference as though expressly set out herein.

81. For the violations of the Labor Code alleged, Plaintiffs and other aggrieved

employees have no administrative remedies to exhaust.

82. Plaintiffs have fully complied with notice requirements under PAGA by giving written notice to both the LWDA and Defendant CF Madera, LLC pursuant to Labor Code §§2699.3(a)(1)(A) and 2699.3(b)(1), and by paying the filing fee required by subsection (a)(1)(B) of the same.

83. On or around September 22, 2026, the Department of Industrial Relations, Division or Occupational Safety and Health notified Plaintiffs' counsel that Plaintiffs' workplace safety allegations could not be verified. Plaintiffs promptly disputed that conclusion. As to the remaining Labor Code violations, sixty-five calendar days have now passed since Plaintiffs gave the LWDA notice of their PAGA claims, and the LWDA has not responded or taken any position as to those claims. Accordingly, Plaintiffs now have the right to pursue those claims through a representative civil suit pursuant to Labor Code §§2699.3(a)(2)(A) and 2699.3(c).

84. Plaintiffs have been injured as a direct and proximate result of Defendant CF Madera, LLC's violations of the Labor Code as set out in Exhibit A.

85. Pursuant to Labor Code §2699(a) and (f), Plaintiffs accordingly seek to recover civil penalties against Defendant CF Madera, LLC for the specified Labor Code violations against Plaintiffs and all other aggrieved employees.

86. In addition, Plaintiffs seek to recover their reasonable attorneys' fees and costs pursuant to Labor Code §2699(k)(1).

WHEREFORE, Plaintiffs pray for relief against Defendants as follows:

1. For damages and penalties according to proof at trial;

2. For unpaid wages owed;

3. For reimbursement for work-related expenses incurred by Plaintiffs pursuant to Labor Code §2802;

4. For prejudgment interest on those amounts at the legal rate;

5. For one additional hour of pay for each workday that Defendants failed to provide a meal period pursuant to Labor Code §226.7;

6. For one additional hour of pay for each workday that Defendants failed to provide rest periods pursuant to Labor Code §226.7;

7. For penalties pursuant to Labor Code §§226 and 1198.5;

8. For punitive damages;

9. For injunctive relief enjoining Defendants from continuing to engage in the unlawful conduct described herein;

10. That Defendant CF Madera, LLC be ordered to pay all civil penalties due to Plaintiffs, the Representative Group, and the LWDA for its violations of the Labor Code as alleged, to be distributed to the LWDA and the Representative Group as provided by Labor Code §§558 and 2699 and other applicable law

11. For costs of suit herein incurred, including attorneys' fees; and

12. For such further relief as the court deems just.

DATED: October 19, 2026

AIMAN-SMITH & MARCY, P.C.



John A. Lofton, Esq.
Attorney for Plaintiffs