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Attorneys for Plaintiff and the Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA**

TASHA SCHAFFER, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

SPRING HILL MANOR CONVALESCENT
AND REHABILITATION HOSPITAL, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CU0001135

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) MEAL PERIOD VIOLATIONS;
 - (2) REST PERIOD VIOLATIONS;
 - (3) WAGE STATEMENT VIOLATIONS;
 - (4) WAITING TIME PENALTIES;
 - (5) UNFAIR COMPETITION; &
 - (6) PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT
- DEMAND FOR JURY TRIAL**

1 Plaintiff Tasha Schaffer (“Plaintiff”), on behalf of herself and all other similarly situated non-
2 exempt employees, alleges and complains of Defendant Spring Hill Manor Convalescent and
3 Rehabilitation Hospital, Inc. (“Defendant”), and DOES 1 to 50 (hereinafter “Defendants”) and each
4 of them, as follows:

5 **INTRODUCTION**

6 1. Defendant provides an inpatient skilled nursing facility and offers on-site physical,
7 occupational, and speech therapy rehabilitation services. Plaintiff brings this class action lawsuit
8 against Defendant for alleged violations of the California Labor Code and Business and Professions
9 Code.

10 2. As set forth below, Plaintiff alleges that Defendant’s meal and rest period policies and
11 practices failed to allow and permit non-exempt employees to take all compliant and timely meal and
12 rest periods or pay premium wages at the “regular rate of pay” in lieu thereof. Plaintiff further alleges
13 that Defendant failed to provide non-exempt employees with accurate written itemized wage
14 statements in violation of Labor Code § 226(a) and failed to timely pay all final wages upon separation
15 of employment in violation of Labor Code §§ 201-203. Plaintiff also bring a claim for civil penalties
16 based on the foregoing Labor Code violations under the Private Attorneys General Act (“PAGA”).

17 3. Based on these alleged Labor Code violations, Plaintiff now brings this class action
18 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
19 herself and all other similarly situated non-exempt employees.

20 **JURISDICTION AND VENUE**

21 4. Plaintiff, on behalf of herself and all other similarly situated employees, hereby brings
22 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
23 203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 512, 516, 1174, 1174.4, 1199, and applicable
24 Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking declaratory
25 relief and restitution pursuant to California Business and Professions Code § 17200, *et seq.*

26 5. This class action is brought pursuant to California Code of Civil Procedure § 382.

27 6. This Court has jurisdiction over Defendant’s violations of the California Labor Code
28 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional

1 minimum.

2 7. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
3 §§ 395(a) and 395.5. Defendant operates in California within the County of Nevada, and Defendant
4 is within the jurisdiction of this Court for purposes of service of process.

5 **PARTIES**

6 8. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
7 resident residing in the State of California. Defendants employed Plaintiff as a non-exempt employee
8 in the County of Nevada.

9 9. Plaintiff is informed and believes and thereon alleges that Defendants are authorized to
10 and doing business within the County of Nevada and is and/or was the legal employer of Plaintiff and
11 the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of
12 Defendant's policies and/or practices complained of herein and has been deprived of the rights
13 guaranteed to her by California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7,
14 227.3, 512, 516, 1174, 1174.4, 1199, and the California Business and Professions Code § 17200 *et*
15 *seq.*, and applicable Wage Orders.

16 10. Plaintiff is informed and believes, and based thereon alleges, that during the four years
17 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
18 do) business in the State of California, County of Nevada.

19 11. Plaintiff does not know the true names or capacities, whether individual, partner, or
20 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
21 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
22 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
23 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
24 corporate, were responsible in some manner for the acts and omissions alleged herein, and
25 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
26 alleged herein.

27 12. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
28 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all

1 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
2 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
3 them, were the agents, servants, and employees of each and every one of the other Defendants, as
4 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
5 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
6 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

7 13. At all times mentioned herein, Defendants, and each of them, were members of and
8 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
9 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
10 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
11 Classes.

12 **COMMON FACTUAL ALLEGATIONS**

13 14. Defendant provides an inpatient skilled nursing facility and offers physical,
14 occupational, and speech therapy rehabilitation services on-site.

15 15. Defendant employed Plaintiff as a non-exempt employee with the title of “Registered
16 Nurse.” Plaintiff began working for Defendant on June 13, 2023. Plaintiff and other non-exempt
17 employees (including, but not limited to, Certified Nursing Assistant, Rehabilitation Assistant,
18 Physical Therapist, and all other non-exempt positions) were responsible for all aspects of
19 Defendant’s business in California. However, in these roles, Plaintiff and non-exempt employees
20 were often not afforded all protections and rights conferred under the California Labor Code and
21 applicable wage orders.

22 16. First, at all relevant times, Plaintiff and other non-exempt employees were denied
23 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
24 Defendant’s uniform meal period policies/practices, operational requirements/staffing shortages, and
25 work demands, Plaintiff and other non-exempt employees often could not take timely and
26 uninterrupted net 30-minute first meal periods before the end of the fifth hour of work.

27 17. In addition, for each missed or non-compliant meal period, Defendant failed and
28 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period

1 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
2 5th 858 and Labor Code § 226.7.

3 18. Accordingly, due to Defendant’s uniform meal period policies/practices, non-exempt
4 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
5 226.7, 510, 516, and applicable Wage Orders.

6 19. Moreover, at all relevant times, Plaintiff and other non-exempt employees were not
7 provided with all uninterrupted 10-minute rest periods for every four hours worked, or major fraction
8 thereof due to Defendant’s uniform rest period policies/practices, staffing shortages, and work
9 demands. As a result, other non-exempt employees were and are often unable to take a net 10-minute
10 duty-free rest period for every major fraction of four hours worked. This includes a second rest period
11 for shifts in excess of 7.0 hours.

12 20. By not relieving all non-exempt employees of all duties during rest periods, Defendant
13 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
14 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
15 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,
16 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-
17 duty rest period to employees who worked as security guards and further explained: “that employers
18 [must] relinquish any control over how employees spend their break time and relieve their employees
19 of all duties.” *Id.* at 273. Each time non-exempt employees could not take a compliant rest period,
20 Defendant failed and continues to fail to adequately pay rest period premium payments at the “regular
21 rate of pay” as required by Labor Code § 226.7.

22 21. Accordingly, due to Defendant’s uniform rest period policies/practices, non-exempt
23 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
24 512, and applicable Wage Orders.

25 22. As a result of Defendant’s failure to pay Plaintiff and other non-exempt employees for
26 meal and rest period premiums at the “regular rate of pay,” Defendant issued wage statements that
27 failed to accurately identify the gross wages earned, the total hours worked, the net wages earned,
28 and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code

1 § 226(a)(1, 2, 5, and 9).

2 23. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
3 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
4 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
5 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
6 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

7 24. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
8 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant violations of
9 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
10 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code
11 §§ 226(e).

12 25. Finally, because Defendant failed to pay meal and rest period premiums at the “regular
13 rate of pay,” Defendant also failed and continues to fail to pay the non-exempt employees all wages
14 owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, non-
15 exempt employees would be entitled to recover penalties under Labor Code §§ 201-203.

16 **CLASS ACTION ALLEGATIONS**

17 26. Plaintiff brings this action on behalf of herself and the following Classes pursuant to §
18 382 of the Code of Civil Procedure:

19 All current or former non-exempt hourly employees who work or worked
20 for Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (“the Class”);

21 All current or former non-exempt hourly employees who worked for
22 Defendant in California and worked overtime hours during at least one shift
23 during the four years immediately preceding the filing of the Complaint
through the date of trial. (“the Overtime Subclass”);

24 All employees who work or worked for Defendant in California during the
25 one year immediately preceding the filing of the Complaint through the date
of trial. (“Wage Statement Subclass”)

26 All employees who work or worked for Defendant in California and who
27 left their employment during the three years immediately preceding the
28 filing of the Complaint through the date of trial. (“the Waiting Time Penalty

Subclass”)
(collectively “the Classes”)

27. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendant’s employment and payroll records.

28. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

1. Whether Defendant provided legally compliant meal and rest periods to members of the Class;
2. Whether Defendant allowed and permitted Plaintiff and the Class to take legally compliant meal periods or pay premium wages at the “regular rate of pay” in lieu thereof;
3. Whether Defendant allowed and permitted Plaintiff and the Class to take legally compliant rest periods or pay premium wages at the “regular rate of pay” in lieu thereof;
4. Whether Defendant furnished legally compliant wage statements to members of the Wage Statement Subclass pursuant to Labor Code § 226(a); and
5. Whether the timing and amount of payment of final wages to members of the Waiting Time Penalty Subclass at the time of separation from employment were unlawful.

29. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendant’s policies and/or practices applicable to each individual class member, such as, without limitation, Defendant’s failure to provide all compliant meal and rest periods or premiums at the “regular rate of pay” in lieu thereof, Defendant’s failure to provide accurate itemized wage statements, and Defendant’s failure to pay for all wages due upon separation of employment. As such, the common questions predominate

1 over individual questions concerning each class member's showing as to her or his eligibility for
2 recovery or the amount of her or his damages.

3 30. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
4 Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s)
5 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
6 Plaintiff, like the members of the Classes was deprived of meal and rest period premium wages, was
7 subject to Defendant's uniform meal and rest period policies/practices, was not provided accurate
8 itemized wage statements, and was not timely paid all wages owed upon separation of employment.

9 31. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
10 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
11 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
12 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
13 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
14 members of the Classes.

15 32. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
16 important public interest in establishing minimum working conditions and standards in California.
17 These laws and labor standards protect the average working employee from exploitation by
18 employers who have the responsibility to follow the laws and who may seek to take advantage of
19 superior economic and bargaining power in setting onerous terms and conditions of employment. The
20 nature of this action and the format of laws available to Plaintiff and members of the Classes make
21 the class action format a particularly efficient and appropriate procedure to redress the violations
22 alleged herein. If each employee were required to file an individual lawsuit, Defendant would
23 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited
24 resources of each individual plaintiff with their vastly superior financial and legal resources.

25 33. Moreover, requiring each member of the Classes to pursue an individual remedy would
26 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
27 against their former and/or current employer for real and justifiable fear of retaliation and permanent
28 damages to their careers at subsequent employment. Further, the prosecution of separate actions by

1 the individual class members, even if possible, would create a substantial risk of inconsistent or
2 varying verdicts or adjudications with respect to the individual class members against Defendant
3 herein; and which would establish potentially incompatible standards of conduct for Defendant;
4 and/or legal determinations with respect to individual class members which would, as a practical
5 matter, be dispositive of the interest of the other class members not parties to adjudications or which
6 would substantially impair or impede the ability of the class members to protect their interests.
7 Further, the claims of the individual members of the class are not sufficiently large to warrant
8 vigorous individual prosecution considering all of the concomitant costs and expenses attending
9 thereto. As such, the Classes identified in Paragraph 33 are maintainable as Classes under § 382 of
10 the Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**

12 **MEAL PERIOD VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

14 34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
16 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
17 and members of the Class, with all required meal periods in accordance with the mandates of the
18 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
19 Allegations section of this Complaint.

20 36. Despite Defendant's violations, Defendant have not paid an additional hour of pay at
21 the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay
22 for each violation, in accordance with California Labor Code § 226.7.

23 37. As a result, Defendant is responsible for paying premium compensation for meal
24 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
25 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

26 **SECOND CAUSE OF ACTION**

27 **REST PERIOD VIOLATIONS**

28 **(AGAINST ALL DEFENDANTS)**

38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

39. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

40. Due to their unlawful rest period policy/practices and operational requirements/work demands, Defendant did not authorize and permit Plaintiff and members of the Class to take all rest periods to which they were legally entitled.

41. Despite Defendant's violations, Defendant have not paid an additional hour of pay at the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay for each violation, in accordance with California Labor Code § 226.7.

42. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

44. Labor Code 226(a) states in pertinent part the following:

“(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to her or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of her or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly

1 rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee.”

3 45. As set forth above, during the Class Period, Defendant issued and continues to issue
4 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
5 which are inadequate under Labor Code Section 226(a).

6 46. As a result of Defendant’s failure to pay Plaintiff and the Wage Statement Subclass
7 for all missed meal and rest period premiums at the appropriate legal rate, Defendant failed to include
8 required information on Plaintiff and the Wage Statement Subclass’ wage statements, including, but
9 not limited to, the gross wages earned, the net wages earned in violation of Labor Code section
10 226(a)(1,2,5, and 9).

11 47. Defendant’s failure to comply with section 226(a) of the Labor Code was knowing
12 and intentional.

13 48. As a result of Defendant’s issuance of inaccurate itemized wage statements to Plaintiff
14 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
15 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
16 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
17 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant
18 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

19 **FOURTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 **(AGAINST ALL DEFENDANTS)**

22 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 50. The actionable period for this cause of action is three years before the filing of this
24 Complaint through the present and ongoing until the violation is corrected or the class is certified.

25 51. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing
26 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
27 around the time that their employment is or was terminated or ended.

28 52. Labor Code § 203 provides that if an employer willfully fails to pay compensation

1 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the
2 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

3 53. Defendant willfully failed to pay the Waiting Time Subclass for all meal and rest
4 period premiums at the “regular rate of pay” before or upon termination or separation from
5 employment with Defendant as required by Labor Code §§ 201 and 202.

6 54. As a result, Defendant is liable to the Waiting Time Subclass for waiting time
7 penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant
8 to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon
9 termination entitles an employee to recover waiting time penalties).

10 **FIFTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(AGAINST ALL DEFENDANTS)**

13 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 56. Defendant has engaged and continues to engage in unfair and/or unlawful business
15 practices in California in violation of California Business and Professions Code § 17200 *et seq.* by
16 failing to provide all legally required meal and rest periods or pay premium payments at the “regular
17 rate of pay” in lieu thereof, by failing to provide accurate wage statements, and by failing to pay all
18 earned wages at the time of separation from employment.

19 57. Defendant’s utilization of these unfair and/or unlawful business practices deprived
20 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
21 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
22 Defendant’s competitors who have been and/or are currently employing workers and attempting to
23 do so in honest compliance with applicable wage and hour laws.

24 58. Because Plaintiff is a victim of Defendant’s unfair and/or unlawful conduct alleged
25 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
26 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
27 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

28 ///

59. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

60. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendant's current hourly non-exempt employees and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

62. Defendant have committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other similarly aggrieved employees, brings this PAGA representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

- a. Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their statutorily-mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;
- b. Failing to authorize and permit Plaintiff and other similarly Aggrieved employees with all of their statutorily-mandated rest periods in violation of Labor Code §§ 226.7 and 516.
- c. Failing to furnish Plaintiff and other similarly situated employees with complete, accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders; and

1 d. Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
2 and applicable Wage Orders.

3 63. On or about December 21, 2023, Plaintiff notified Defendant Spring Hill Manor
4 Convalescent and Rehabilitation Hospital, Inc. and the California Labor and Workforce Development
5 Agency (“LWDA”) via certified mail of Defendant’s violations of the California Labor Code § 2698
6 et seq., with respect to violations of the California Labor Code identified in Paragraph 103 (a)-(g).
7 Now that the sixty-five days have passed from Plaintiff notifying Defendant of these violations,
8 Plaintiff has exhausted his administrative requirements for bringing a claim under the Private
9 Attorneys General Act with respect to these violations.

10 64. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
12 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys’ fees and costs, which he
13 is entitled to receive under California Labor Code § 2699.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff prays for judgment for herself and for all others on whose behalf
16 this suit is brought against Defendant, as follows:

- 17 1. For an order certifying the proposed Classes;
- 18 2. For an order appointing Plaintiff as representative of the Classes;
- 19 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 20 4. Upon the First Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198 and
22 reasonable attorneys’ fees and costs;
- 23 5. Upon the First Cause of Action, for compensatory, consequential, general and
24 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 25 6. Upon the Second Cause of Action, for compensatory, consequential, general and
26 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 27 7. Upon the Third Cause of Action, penalties pursuant to Labor Code § 226(a), and
28 reasonable costs and attorneys’ fees;

1 8. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
2 Labor Code §§ 201-203;

3 9. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
4 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
5 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

6 10. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other similarly
7 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
8 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
9 subsequent violation per employee per pay period for those violations of the Labor Code for which
10 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
11 costs;

12 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
13 § 218.6 and Civil Code §§ 3287 and 3289;

14 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
15 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

16 13. For such other relief that the Court may deem just and proper.

17
18 Dated: April 10, 2024

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

19
20
21 By: _____

22 Joshua Falakassa, Esq.

23 Mehrdad Bokhour, Esq.

24 Attorneys for Plaintiff and the Putative Classes
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On April 17, 2024, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Emily Patajo
emily.patajo@akerman.com
Matthew Gurnick
matthew.gurnick@akerman.com
AKERMAN LLP
601 W. Fifth Street, Suite 300
Los Angeles, California 90071

Attorneys for Defendant
SPRING HILL MANOR CONVALESCENT
AND REHABILITATION HOSPITAL, INC.

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 17, 2024, in Los Angeles, California.

/s/ Cynthia Garcia
Cynthia Garcia