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JONNEL LIWAG, ALONDRA CORTEZ,
MARITZA MEDINA, JASPREET KAUR,
LEXUS TORREA BUTLER, JASON
TANG, DEJA CUNNINGHAM, and
PHYLLIS JOHNSON, individually, and on
behalf of all other aggrieved employees

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

JONNEL LIWAG, an individual, on behalf of
herself and all other aggrieved employees; and
ALONDRA CORTEZ, an individual, on behalf
of herself and all other aggrieved employees;
MARITZA MEDINA, an individual, on behalf
of herself and all other aggrieved employees;
JASPREET KAUR, an individual, on behalf of
herself and all other aggrieved employees;
LEXUS TORREA BUTLER, an individual, on
behalf of herself and all other aggrieved
employees; JASON TANG, an individual, on
behalf of himself and all other aggrieved
employees; DEJA CUNNINGHAM, an
individual, on behalf of herself and all other
aggrieved employees; and PHYLLIS
JOHNSON, an individual, on behalf of herself
and all other aggrieved employees;

Plaintiffs,

vs.

LONGWOOD MANAGEMENT LLC, a
California limited liability company;
NORTHRIDGE CARE CENTER LLC, a
California limited liability company; PARK
ANAHEIM HEALTH CARE, LLC, a California
limited liability company; PICO RIVERA
HEALTHCARE LLC, a California limited

FILED
Superior Court of California
County of Los Angeles
05/07/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Osollo Deputy

CASE NO.: 24STCV07033

FIRST AMENDED COMPLAINT FOR:

1. Penalties Under the California Labor Code Private Attorneys General Act of 2004, as a Representative Action (California Labor Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

liability company; LONGWOOD
ENTERPRISES LLC, a California limited
liability company; BROADWAY MANOR
CARE CENTER LLC, a California limited
liability company; CRENSHAW NURSING
HOME, LLC, a California limited liability
company; S.G.V. HEALTHCARE, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

1 Plaintiffs JONNEL LIWAG (“PLAINTIFF LIWAG”), ALONDRA CORTEZ
2 (“PLAINTIFF CORTEZ”), MARITZA MEDINA (“PLAINTIFF MEDINA”), JASPREET
3 KAUR (“PLAINTIFF KAUR”), LEXUS TORREA BUTLER (“PLAINTIFF BULTLER”),
4 JASON TANG (“PLAINTIFF TANG”), DEJA CUNNINGHAM (“PLAINTIFF
5 CUNNINGHAM”), and PHYLLIS JOHNSON (“PLAINTIFF JOHNSON” and collectively with
6 PLAINTIFF LIWAG, PLAINTIFF CORTEZ, PLAINTIFF MEDINA, PLAINTIFF KAUR,
7 PLAINTIFF BUTLER, PLAINTIFF TANG, and PLAINTIFF CUNNINGHAM as
8 “PLAINTIFFS”), individually and on behalf of all other current and former non-exempt
9 employees of DEFENDANTS (as defined in Paragraph 1 below) who worked for
10 DEFENDANTS in the State of California at any time during the relevant statutory period
11 (“AGGRIEVED EMPLOYEES”), hereby allege as follows:

12 **INTRODUCTION**

13 1. PLAINTIFFS bring this action on behalf of themselves, the State of California,
14 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT LLC,
15 a California limited liability company; NORTHRIDGE CARE CENTER LLC, a California limited
16 liability company; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability
17 company; PICO RIVERA HEALTHCARE LLC, a California limited liability company;
18 LONGWOOD ENTERPRISES LLC, a California limited liability company; BROADWAY
19 MANOR CARE CENTER LLC, a California limited liability company; CRENSHAW NURSING
20 HOME, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California
21 corporation; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to recover
22 penalties arising from unpaid wages earned and due, including but not limited to unpaid and
23 illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay all
24 wages due to discharged or quitting employees, failure to provide accurate itemized wage
25 statements, failure to timely pay wages during employment, failure to indemnify employees for
26 necessary expenditures and/or losses incurred in discharging their duties.

27 **JURISDICTION AND VENUE**

28 2. The Superior Court of the State of California has jurisdiction in this matter because

1 PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens
2 and residents of, and/or regularly conduct business in, California. Further, no federal question is
3 at issue because the claims are based solely on California law.

4 3. Venue is proper in this judicial district and the County of Los Angeles, California
5 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
6 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS' unlawful actions
7 and omissions, as set forth herein, occurred in the County of Los Angeles.

8 **PARTIES**

9 4. PLAINTIFFS are citizens and residents of the State of California. At times
10 material to this complaint, PLAINTIFFS were employed by DEFENDANTS in the State of
11 California as a non-exempt employee.

12 5. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
13 MANAGEMENT LLC is, and at all times relevant hereto was, a limited liability company
14 organized and existing under the laws of the State of California. PLAINTIFFS are further
15 informed and believe, and thereon allege, that LONGWOOD MANAGEMENT LLC is
16 authorized to conduct business in the State of California, and does conduct business in the State
17 of California. Specifically, upon information and belief, LONGWOOD MANAGEMENT LLC
18 maintains offices and conducts business in the County of Los Angeles, State of California.

19 6. PLAINTIFFS are informed and believe, and thereon allege, that NORTHRIDGE
20 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability company
21 organized and existing under the laws of the State of California. PLAINTIFFS are further
22 informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is
23 authorized to conduct business in the State of California, and does conduct business in the State
24 of California. Specifically, upon information and belief, NORTHRIDGE CARE CENTER LLC
25 maintains offices and conducts business in the County of Los Angeles, State of California.

26 7. PLAINTIFFS are informed and believe, and thereon allege, that PARK
27 ANAHEIM HEALTH CARE, LLC is, and at all times relevant hereto was, a limited liability
28 corporation organized and existing under the laws of the State of California. PLAINTIFFS are

1 further informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC
2 is authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, PARK ANAHEIM HEALTH CARE,
4 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

5 8. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
6 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
7 organized and existing under the laws of the State of California. PLAINTIFFS are further
8 informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is authorized
9 to conduct business in the State of California, and does conduct business in the State of
10 California. Specifically, upon information and belief, PICO RIVERA HEALTHCARE LLC
11 maintains offices and conducts business in the County of Los Angeles, State of California.

12 9. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
13 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
14 organized and existing under the laws of the State of California. PLAINTIFFS are further
15 informed and believe, and thereon allege, that LONGWOOD ENTERPRISES LLC is authorized
16 to conduct business in the State of California, and does conduct business in the State of
17 California. Specifically, upon information and belief, LONGWOOD ENTERPRISES LLC
18 maintains offices and conducts business in the County of Los Angeles, State of California.

19 10. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY
20 MANOR CARE CENTER LLC is, and at all times relevant hereto was, a limited liability
21 company organized and existing under the laws of the State of California. PLAINTIFFS are
22 further informed and believe, and thereon allege, that BROADWAY MANOR CARE CENTER
23 LLC is authorized to conduct business in the State of California, and does conduct business in the
24 State of California. Specifically, upon information and belief, BROADWAY MANOR CARE
25 CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of
26 California.

27 11. PLAINTIFFS are informed and believe, and thereon allege, that CRENSHAW
28 NURSING HOME, LLC is, and at all times relevant hereto was, a limited liability company

1 organized and existing under the laws of the State of California. PLAINTIFFS are further
2 informed and believe, and thereon allege, that CRENSHAW NURSING HOME, LLC is
3 authorized to conduct business in the State of California, and does conduct business in the State
4 of California. Specifically, upon information and belief, CRENSHAW NURSING HOME, LLC
5 maintains offices and conducts business in the County of Los Angeles, State of California.

6 12. PLAINTIFFS are informed and believe, and thereon allege, that S.G.V.
7 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
8 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
9 and thereon allege, that S.G.V. HEALTHCARE, INC. is authorized to conduct business in the
10 State of California, and does conduct business in the State of California. Specifically, upon
11 information and belief, S.G.V. HEALTHCARE, INC. maintains offices and conducts business in
12 the County of Los Angeles, State of California.

13 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
14 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious
15 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
16 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
17 that PLAINTIFFS and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged
18 herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFFS will
19 seek leave of the court to amend this complaint to allege the true names and capacities of such
20 DOE defendants when ascertained.

21 14. At all relevant times herein, DEFENDANTS were the joint employers of
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,
23 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,
24 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
25 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
26 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
27 co-defendant, and each was the alter ego of the other.

28 15. Upon information and belief, at all relevant times herein, DEFENDANTS had an

1 interrelation of operations, common management, centralized control of labor relations, and
2 common ownership and financial control.

3 16. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
4 MANAGEMENT LLC exercised financial control over Defendants NORTHRIDGE CARE
5 CENTER LLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC;
6 LONGWOOD ENTERPRISES LLC; BROADWAY MANOR CARE CENTER LLC;
7 CRENSHAW NURSING HOME, LLC; and S.G.V. HEALTHCARE, INC.

8 17. Upon information and belief, Defendant LONGWOOD MANAGEMENT LLC
9 exercised control over the wages, hours, and working conditions of Defendants NORTHRIDGE
10 CARE CENTER LLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA
11 HEALTHCARE LLC; LONGWOOD ENTERPRISES LLC; BROADWAY MANOR CARE
12 CENTER LLC; CRENSHAW NURSING HOME, LLC; and S.G.V. HEALTHCARE, INC's
13 employees by, *inter alia*, creating, implementing, and enforcing uniform wage and hour policies,
14 practices, and procedures at Defendants NORTHRIDGE CARE CENTER LLC; PARK
15 ANAHEIM HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC; LONGWOOD
16 ENTERPRISES LLC; BROADWAY MANOR CARE CENTER LLC; CRENSHAW NURSING
17 HOME, LLC; and S.G.V. HEALTHCARE, INC's facilities, including, but not limited to, the same
18 policies regarding meal periods, rest periods, overtime wages, off-the-clock work, wage
19 statements, and reimbursement for plaintiffs and other AGGRIEVED EMPLOYEES, the hours to
20 be worked by PLAINTIFFS and other AGGRIEVED EMPLOYEES, and the working conditions
21 that PLAINTIFFS and other AGGRIEVED EMPLOYEES would be subject to, such as off-the-
22 clock work and meal and rest period policies and practices that do not comply with California
23 law.

24 18. Upon information and belief, at all relevant times herein, DEFENDANTS shared
25 common management employees, owners, officers, and directors; DEFENDANTS used the same
26 employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and
27 hour policies, practices, and procedures at all of their facilities, including, but not limited to the
28 same policies regarding hiring, firing, and training employees; DEFENDANTS used the same

1 employment application at all of their facilities; DEFENDANTS used the same new hire packets
2 and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other
3 AGGRIEVED EMPLOYEES to sign the same acknowledgments as part of PLAINTIFFS' and
4 other AGGRIEVED EMPLOYEES' onboarding process; and DEFENDANTS used the same
5 arbitration agreement at all of their facilities. Upon information and belief, at all relevant times
6 herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information
7 and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets.
8 Upon information and belief, at all relevant times herein, DEFENDANTS received goods and
9 services, such as medical supplies, from the same businesses. Upon information and belief, at all
10 relevant times herein, DEFENDANTS shared the same agents for service of process. Upon
11 information and belief, DEFENDANTS share the same legal counsel. Upon information and
12 belief, at all relevant times herein, DEFENDANTS shared the same medical provider network
13 and workers' compensation insurance. All DEFENDANTS shared the same corporate offices
14 located at 4032 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90010. All
15 DEFENDANTS share the same Chief Executive Officer and Chief Financial Officer, David
16 Friedman. All DEFENDANTS share the same Secretary, Aaron Friedman. All DEFENDANTS
17 share the same general counsel and agent for service of process, Douglas Loewy.

18 19. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
19 MANAGEMENT LLC provided administrative support services to Defendants NORTHRIDGE
20 CARE CENTER LLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA
21 HEALTHCARE LLC; LONGWOOD ENTERPRISES LLC; BROADWAY MANOR CARE
22 CENTER LLC; CRENSHAW NURSING HOME, LLC; and S.G.V. HEALTHCARE, INC.
23 including, but not limited to, payroll, human resources, bookkeeping, accounting, billing and
24 collections, property maintenance, legal consulting, and management services.

25 20. Upon information and belief, at all relevant times herein, DEFENDANTS had
26 such a unity of interest and ownership that their separate personalities no longer exist. An
27 inequitable result would follow if Defendant LONGWOOD MANAGEMENT LLC was not held
28 liable for the acts of Defendants NORTHRIDGE CARE CENTER LLC; PARK ANAHEIM

1 HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC; LONGWOOD ENTERPRISES
2 LLC; BROADWAY MANOR CARE CENTER LLC; CRENSHAW NURSING HOME, LLC;
3 and S.G.V. HEALTHCARE, INC.

4 21. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
5 AGGRIEVED EMPLOYEES' hiring documents stated that PLAINTIFFS and other
6 AGGRIEVED EMPLOYEES were employees of Defendant LONGWOOD MANAGEMENT
7 LLC. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
8 AGGRIEVED EMPLOYEES' background check results were sent to Defendant LONGWOOD
9 MANAGEMENT LLC.

10 22. PLAINTIFF LIWAG worked for DEFENDANTS at their Northridge Care Center
11 facility, located at 7836 Reseda Boulevard, Reseda, California 91335. The entities listed on
12 PLAINTIFF LIWAG's earning statements were "NORTHRIDGE CARE CENTER, INC. DBA
13 NORTHRIDGE CARE CENTER," "NORTHRIDGE CARE CENTER INC DBA
14 NORTHRIDGE CARE CENTER," and "NORTHRIDGE CARE CENTER LLC DBA
15 NORTHRIDGE CARE CENTER". The legal name of the hiring employer listed on the notice
16 provided to PLAINTIFF LIWAG, pursuant to Labor Code § 2810.5, was "Northridge Care Center,
17 Inc." Accordingly, PLAINTIFF LIWAG was directly employed by Defendant NORTHRIDGE
18 CARE CENTER, INC.

19 23. PLAINTIFF CORTEZ worked for DEFENDANTS at their Park Anaheim
20 Healthcare Center facility, located at 3435 West Ball Road, Anaheim, California 92804. The
21 entity listed on PLAINTIFF CORTEZ's earning statements was "PARK ANAHEIM HEALTH
22 CARE LLC DBA PARK ANAHEIM HEALTHCARE CENTER". The legal name of the hiring
23 employer listed on the notice provided to PLAINTIFF CORTEZ, pursuant to Labor Code § 2810.5,
24 was "Park Anaheim Health Care, LLC." Accordingly, PLAINTIFF CORTEZ was directly
25 employed by Defendant PARK ANAHEIM HEALTH CARE, LLC.

26 24. PLAINTIFF MEDINA worked for DEFENDANTS at their Pico Rivera Healthcare
27 Center facility, located at 9140 Verner Street, Pico Rivera, California 90660. The entity listed on
28 PLAINTIFF MEDINA's earning statements was "PICO RIVERA HEALTHCARE LLC DBA

1 PICO RIVERA HEALTHCARE CENTER.” Accordingly, PLAINTIFF MEDINA was directly
2 employed by Defendant PICO RIVERA HEALTHCARE, INC.

3 25. PLAINTIFF KAUR worked for DEFENDANTS at their Pico Rivera Healthcare
4 Center facility, located at 911900 S. Longwood, Los Angeles, California 90016. The entity listed
5 on PLAINTIFF KAUR’s earning statements was “PICO RIVERA HEALTHCARE LLC DBA
6 PICO RIVERA HEALTHCARE CENTER.” The legal name of the hiring employer listed on the
7 notice provided to PLAINTIFF KAUR, pursuant to Labor Code § 2810.5, was “Pico Rivera
8 Healthcare, Inc.” Accordingly, PLAINTIFF KAUR was directly employed by Defendant PICO
9 RIVERA HEALTHCARE, INC.

10 26. PLAINTIFF BUTLER worked for DEFENDANTS at their Crenshaw Nursing
11 Home facility, located at 9140 Verner Street, Pico Rivera, California 90660. The entity listed on
12 PLAINTIFF BUTLER’s earning statements was “CRENSHAW ENTERPRISES INC DBA
13 CRENSHAW NURSING HOME”. Accordingly, PLAINTIFF BUTLER was directly employed
14 by Defendant CRENSHAW NURSING HOME LLC.

15 27. PLAINTIFF TANG worked for DEFENDANTS at their Live Oak Rehabilitation
16 Center facility, located at 537 W. Live Oak, San Gabriel, California 91776. The entity listed on
17 PLAINTIFF TANG’s earning statements was “SGV HEALTHCARE INC DBA LIVE OAK
18 REHABILITATION CENTER”. The legal name of the hiring employer listed on the notice
19 provided to PLAINTIFF TANG, pursuant to Labor Code § 2810.5, was “SGV Healthcare, Inc.”
20 Accordingly, PLAINTIFF TANG was directly employed by Defendant S.G.V. HEALTHCARE,
21 INC.

22 28. PLAINTIFF CUNNINGHAM worked for DEFENDANTS at their Longwood
23 Manor Health Center facility, located at 4853 W. Washington Blvd., Los Angeles, California
24 90016. The entities listed on PLAINTIFF CUNNINGHAM’s earning statements were
25 “LONGWOOD ENTERPRISES INC DBA LONGWOOD MANOR CONVALESCENT
26 HOSPITAL,” “LONGWOOD ENTERPRISES LLC DBA LONGWOOD MANOR
27 CONVALESCENT HOSPITAL”, and “FACILITIES PAYROLL SERVICES LONGWOOD
28 MANOR CONV HOSPITAL.” The legal name of the hiring employer listed on the notice

1 provided to PLAINTIFF CUNNINGHAM, pursuant to Labor Code § 2810.5, was “Longwood
2 Enterprises, Inc.” Accordingly, PLAINTIFF CUNNINGHAM was directly employed by
3 Defendant LONGWOOD ENTERPRISES LLC.

4 29. PLAINTIFF JOHNSON worked for DEFENDANTS at their Broadway Manor
5 Care Center facility, located at 605 W. Broadway, Glendale, California 91204. The entity listed
6 on PLAINTIFF JOHNSON’s earning statements was “BROADWAY MANOR CARE CENTER
7 INC DBA BROADWAY MANOR CARE CENTER”. The legal name of the hiring employer
8 listed on the notice provided to PLAINTIFF JOHNSON, pursuant to Labor Code § 2810.5, was
9 “Broadway Manor Care Center, Inc.” Accordingly, PLAINTIFF JOHNSON was directly
10 employed by Defendant BROADWAY MANOR CARE CENTER, LLC.

11 30. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
12 were employed by DEFENDANTS under employment agreements that were partly written, partly
13 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
14 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
15 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
16 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
17 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
18 rest period premium payments; failing to properly maintain records; failing to provide accurate
19 itemized statements for each pay period; failing to timely pay wages during employment; failing
20 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
21 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
22 violation of the California Labor Code (“Labor Code”) and the applicable Industrial Welfare
23 Commission (“IWC”) Wage Order.

24 31. PLAINTIFFS are informed and believe, and thereon allege, that each and every
25 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
26 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
27 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
28 and scope of said agency, employment and/or direction and control.

1 32. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
2 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
3 provision regulating minimum wages or hours and days of work in any order of the Industrial
4 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 33. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
7 Labor Code §§ 2698-2699.5, PLAINTIFFS bring this action on behalf of themselves and all
8 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
9 relevant statutory period.

10 34. Pursuant to Labor Code § 2699.3, PLAINTIFFS LIWAG, CORTEZ, KAUR, and
11 MEDINA gave written notice by online filing on November 30, 2023 to the California Labor and
12 Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the
13 specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated,
14 including the facts and theories to support the alleged violations. Within sixty-five (65) calendar
15 days of the November 30, 2023 postmark date of PLAINTIFF LIWAG’s, PLAINTIFF
16 CORTEZ’s, PLAINTIFF KAUR’s, and PLAINTIFF MEDINA’s notice letters, the LWDA did
17 not provide notice to PLAINTIFFS LIWAG, CORTEZ, KAUR, or MEDINA that it intends to
18 investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five
19 (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the
20 time limited for the commencement of this civil action. Therefore, PLAINTIFFS LIWAG,
21 CORTEZ, KAUR, and MEDINA have complied with all of the requirements set forth in
22 California Labor Code § 2699.3 to commence a representative action under PAGA.

23 35. Pursuant to Labor Code § 2699.3, PLAINTIFFS BUTLER, TANG,
24 CUNNINGHAM, and JOHNSON gave written notice by online filing on February 23, 2024 to
25 the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to
26 DEFENDANTS of the specific provisions of the Labor Code and IWC Wage Orders alleged to
27 have been violated, including the facts and theories to support the alleged violations. Within
28 sixty-five (65) calendar days of the February 23, 2024 postmark date of PLAINTIFFS

1 BUTLER's, TANG's, CUNNINGHAM's, and JOHNSON's notice letters, the LWDA did not
2 provide notice to PLAINTIFFS BUTLER, TANG, CUNNINGHAM, or JOHNSON that it intends
3 to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five
4 (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the
5 time limited for the commencement of this civil action. Therefore, PLAINTIFFS BUTLER,
6 TANG, CUNNINGHAM, and JOHNSON have complied with all of the requirements set forth in
7 California Labor Code § 2699.3 to commence a representative action under PAGA.

8 36. Pursuant to Labor Code § 2699.3, PLAINTIFF BUTLER gave amended written
9 notice by online filing on February 27, 2024 to the California Labor and Workforce Development
10 Agency ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the
11 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
12 to support the alleged violations. Within sixty-five (65) calendar days of the February 27, 2024
13 postmark date of PLAINTIFF BUTLER's amended notice letter, the LWDA did not provide
14 notice to PLAINTIFF BUTLER that it intends to investigate the alleged violations. Pursuant to
15 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
16 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
17 civil action. Therefore, PLAINTIFF BUTLER has complied with all of the requirements set forth
18 in California Labor Code § 2699.3 to commence a representative action under PAGA.

19 **FACTUAL ALLEGATIONS**

20 **Failure to Provide Required Meal Periods**

21 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

22 37. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
23 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
24 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
25 30-minute meal period, or to work through them, and have failed to otherwise provide the
26 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
27 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

28 38. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage

1 Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other AGGRIEVED
2 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
3 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
4 workday that a meal period was not provided.

5 **Failure to Provide Required Rest Periods**

6 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

7 39. At all times relevant herein, as part of DEFENDANTS' illegal policies and
8 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
9 to provide rest periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES as required under
10 Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

11 40. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
12 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
13 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
14 hour of compensation at each employee's regular rate of pay for each workday that a rest period
15 was not provided.

16 **Failure to Pay Overtime Wages**

17 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

18 41. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
19 DEFENDANTS are required to compensate PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES for all overtime, which is calculated at one and one-half (1 ½) times the regular
21 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
22 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
23 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
24 excess of eight (8) hours on the seventh consecutive day of work in any workweek.

25 42. PLAINTIFFS and other AGGRIEVED EMPLOYEES are current and former non-
26 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
27 and IWC Wage Order No. 5-2001. At times relevant herein, DEFENDANTS failed to
28 compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all overtime hours worked

1 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
2 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
3 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring,
4 suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the
5 clock; requiring, permitting or suffering PLAINTIFFS and other AGGRIEVED EMPLOYEES to
6 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and
7 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
8 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
9 failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records;
10 failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and
11 other methods to be discovered.

12 43. DEFENDANTS have knowingly and willfully refused to perform their obligations
13 to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all wages earned and all
14 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-
15 2001, § 3.

16 **Failure to Pay Minimum Wages**

17 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

18 44. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
19 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
20 worked in a payroll period is unlawful.

21 45. During the PENALTY PERIOD and in violation of California Labor Code §§
22 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
23 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
24 hours worked in a payroll period by, among other things: requiring, suffering or permitting
25 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
26 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
27 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
28 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED

1 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
2 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

3 **Failure to Timely Pay Wages During Employment**

4 **[Cal. Labor Code § 204]**

5 46. Pursuant to California Labor Code § 204, for all labor performed between the 1st
6 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
7 employees between the 16th and 26th day of the month during which the labor was performed.
8 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
9 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
10 between the 1st and 10th day of the following calendar month. In addition, California Labor
11 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
12 paid no later than the payday of the next regular payroll period.

13 47. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
14 pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all the wages for labor performed by
15 the next regular payroll period as required by California Labor Code § 204.

16 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

17 **[Cal. Labor Code §§ 201, 202, 203]**

18 48. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
19 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
20 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
21 discharge are due and payable immediately.

22 49. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
23 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
24 employment, unless the employee provided 72 hours previous notice of his or her intention to
25 quit, in which case the employee is entitled to his or wages at the time of quitting.

26 50. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
27 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
28 employer is liable for waiting time penalties in the form of continued compensation to the

1 employee at the same rate for up to 30 workdays.

2 51. At times relevant herein, in violation of Labor Code §§ 201 and 202,
3 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
4 PLAINTIFFS and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
5 employment.

6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

8 52. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
9 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
10 wage statements in writing showing each employee's gross wages earned, total hours worked, the
11 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
12 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
13 employee is paid, the name of the employee and only the last four digits of his or her social
14 security number or employee identification number, the name and address of the legal entity or
15 entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable
16 hourly rates in effect during each pay period and the corresponding number of hours worked at
17 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
18 2001 § 7.

19 53. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
20 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
21 wage statements in accordance with Labor Code § 226(a).

22 54. At times relevant herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
23 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
24 wage statements as PLAINTIFFS and other AGGRIEVED EMPLOYEES could not promptly
25 and easily determine from the wage statement alone one or more of the following: the gross
26 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
27 address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED
28 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the

1 corresponding number of hours worked at each hourly rate.

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 55. Labor Code § 2802(a) requires an employer to indemnify an employee for all
6 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
7 of her his or her duties, or of his or her obedience to the directions of the employer.

8 56. At times relevant herein, DEFENDANTS failed to indemnify PLAINTIFFS and
9 other AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct
10 consequence of the discharge of their duties while working under the direction of
11 DEFENDANTS, including but not limited to expenses for personal cell phone usage and other
12 employment-related expenses, in violation of Labor Code § 2802.

13 **FIRST CAUSE OF ACTION**

14 **Representative Action for Penalties Under the Labor Code Private Attorneys General Act**
15 **of 2004**

16 **[Cal. Labor Code § 2698, *et seq.*]**

17 **(Against All DEFENDANTS)**

18 57. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
19 the allegations in paragraphs 1 through 56.

20 58. PLAINTIFFS are “AGGRIEVED EMPLOYEES” within the meaning of Labor
21 Code § 2699(c), and proper representatives to bring a civil action on behalf of themselves and
22 other current and former non-exempt employees of DEFENDANTS pursuant to the procedures
23 specified in Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
24 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
25 relevant period.

26 59. PLAINTIFFS seek to recover civil penalties through a representative action
27 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
28 Cal.4th 969. Thus, class certification is not required.

1 60. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
2 penalties from DEFENDANTS in a representative action for the violations set forth above,
3 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
4 512, 1174(d), 1194, 1197, 1198, and 2802.

5 61. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
6 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
7 provided, including but not limited to the following:

8 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
9 DEFENDANTS are subject to a civil penalty in the amount of one hundred
10 dollars (\$100) for the initial violation for each failure to pay each employee
11 and two hundred dollars (\$200) per employee for violations in subsequent
12 pay periods.

13 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
14 DEFENDANTS are subject to a civil penalty in the amount of two hundred
15 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
16 period where a violation occurs and one thousand dollars (\$1,000) per
17 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.

18 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
19 on behalf of an employer who violates, or causes to be violated, a section
20 of this chapter or any provision regulating hours and days of work in any
21 order of the Industrial Welfare Commission," including Labor Code §§ 510
22 and 512, shall be subject to a civil penalty, in addition to any other penalty
23 provided by law, of fifty dollars (\$50) for initial violations for each
24 underpaid employee for each pay period for which the employee was
25 underpaid and one hundred dollars (\$100) for each subsequent violation for
26 each underpaid employee for each pay period for which the employee was
27 underpaid. In addition, PLAINTIFFS seek civil penalties in the amount
28 sufficient to recover underpaid wages owed to AGGRIEVED

EMPLOYEES pursuant to Labor Code § 558(a).

d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).

e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

62. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one 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. PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

63. PLAINTIFFS additionally seek reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other AGGRIEVED EMPLOYEES, pray for relief against DEFENDANTS as follows:

1. For civil penalties according to proof, including but not limited to the amount of any underpaid wages of PLAINTIFFS and other AGGRIEVED EMPLOYEES and all penalties authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

1 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
2 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
3 judgment interest;

4 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
5 any other applicable provisions providing for attorney's fees and costs; and

6 4. For such further relief that the Court may deem just and proper.
7

8 DATED: May 7, 2024

Respectfully submitted,

9 MATERN LAW GROUP, PC

10 By: 
11

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13 MATTHEW W. GORDON
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15 Attorneys for Plaintiffs
16 JONNEL LIWAG, ALONDRA CORTEZ,
17 MARITZA MEDINA, JASPREET KAUR,
18 LEXUS TORREA BUTLER, JASON TANG,
19 DEJA CUNNINGHAM, and PHYLLIS
20 JOHNSON, individually, and on behalf of all
21 other aggrieved employees
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DATED: May 7, 2024

MATERN LAW GROUP, PC

Matthew W. Gordon

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