MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
mmattern@maternlawgroup.com
DALIA KHALILI (SBN 253840)
dkhalili@maternlawgroup.com
MATTHEW W. GORDON (SBN 267971)
mgordon@maternlawgroup.com
VANESSA M. RODRIGUEZ (SBN 316382)
vrodriguez@maternlawgroup.com
2101 E. El Segundo Boulevard, Suite 403
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JONNEL LIWAG, an individual, on behalf of himself and all other aggrieved employees; et al.,

Plaintiffs,

vs.

LONGWOOD MANAGEMENT LLC, a California limited liability company; et al.,

Defendants.

CASE NO.: 24STCV07033

[Assigned for all purposes to the Honorable Joseph Lipner, Dept. 72]

DECLARATION OF DALIA KHALILI IN SUPPORT OF JOINT STIPULATION RE: PAGA SETTLEMENT

Complaint Filed: March 20, 2024
FAC Filed: May 7, 2024
Trial Date: March 30, 2026

DECLARATION OF DALIA KHALILI

I, DALIA KHALILI, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am a Shareholder and the Chief Operating Officer of Matern Law Group, PC ("MLG"), counsel of record for Plaintiffs Jonnel Liwag, Alondra Cortez, Maritza Medina, Lexus Torrea Butler, Jason Tang, and Phyllis Johnson ("Plaintiffs") in the above-entitled action, *Liwag, et al. v. Longwood Management Corp, et. al.,* Los Angeles County Superior Court, Case No. 24STCV07033 (the "Action"). This declaration is based on my personal firsthand knowledge, unless another source of information or belief clearly appears from the context, and as to all such matters I believe them to be true. If called as a witness, I could and would readily and competently testify to all matters stated in this declaration.

2. I submit this declaration in support of the Joint Stipulation Re: PAGA Settlement.

Background

3. Defendants Northridge Care Center LLC dba Northridge Care Center, Park Anaheim Health Care LLC dba Park Anaheim Healthcare Center, Pico Rivera Healthcare LLC dba Pico Rivera Healthcare Center, Crenshaw Nursing Home LLC, S.G.V. Healthcare, Inc. dba Live Oak Rehabilitation Center, and Broadway Manor Care Center LLC ("Defendants") operate skilled nursing home facilities located throughout California.

4. On November 30, 2023, pursuant to Labor Code § 2699.3, on behalf of Plaintiffs Liwag, Cortez, and Medina, my office gave written notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendants of the specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations. My office mailed Plaintiffs Tang's, Butler's, and Johnson's LWDA letters to Defendants on February 23, 2024. My office mailed an amended LWDA letter for Plaintiff Butler to Defendants on February 27, 2024. A true and correct copy of Plaintiffs' LWDA letters is attached hereto as **Exhibit 1**.

5. Plaintiffs' operative complaint alleges one cause of action for penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") based upon

Defendants' alleged failure to, inter alia, provide legally compliant meal periods, provide legally compliant rest periods, pay overtime and minimum wages, pay all wages due to discharged and quitting employees, maintain required records, furnish accurate itemized wage statements, and indemnify employees for necessary expenditures incurred in discharge of their duties.

Discovery and Investigation

6. Prior to mediation, Defendants provided Plaintiffs with a random sampling of timekeeping and payroll records constituting approximately 15% of aggrieved employees for the period from January 14, 2023 through May 30, 2024, including time records for approximately 5,553 pay periods. Defendants also provided Plaintiffs with all relevant written wage and hour policies. The parties retained an expert to conduct an analysis and extrapolation of this data for missed, short, and late meal periods. The data expert also analyzed this data sample for overtime and rounding issues. My office's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130. Accordingly, Plaintiffs' counsel was able to act intelligently and effectively in negotiating the proposed Settlement.

Settlement Negotiations

7. On August 5, 2024, the parties participated in an all-day mediation with mediator Kevin Barnes. Mediation was unsuccessful and the parties continued to actively litigate the case until reaching a settlement on June 27, 2025.

8. On November 17, 2025, the parties fully executed the PAGA Settlement Agreement ("Settlement" or "Agreement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 2**.

9. The settlement discussions were hard-fought and conducted at arm's length between experienced counsel while being fully informed of the relative strengths of the claims and the defenses thereto, and the Settlement is the result of an informed analysis of Defendants' potential liability exposure in relation to the costs and risks associated with continued litigation. The parties went into the mediation willing to explore the potential for a settlement of the lawsuit, but Plaintiffs were also prepared to litigate their position through trial and appeal if a

settlement was not reached. As the August 5, 2024 mediation was unsuccessful, the parties continued to litigate the Action until June 27, 2025 while continuing to engage in settlement discussions.

Amount in Controversy and Risks Associated with Proceeding with the Action

10. The PAGA Period means the period from January 14, 2023 through September 2, 2025.

11. Defendants represent that there are approximately 1,931 Covered Employees who worked a total of 42,628 PAGA Pay Periods. My office calculates the maximum potential civil penalties against Defendants to be approximately $6,174,913.20. This amount will be the maximum exposure in an "everything goes right" scenario if the case proceeded to trial on behalf of these Covered Employees with no reduction of penalties by the Court. This estimate is based on an analysis of the random sample of timekeeping and payroll data produced by Defendants prior to mediation. A detailed explanation of my office's valuation is set forth below:

Failure to Provide Meal Periods (Labor Code §§ 512, 226.7):

$100 per employee x 42,628 PAGA pay periods x 31.9% violation rate = **$1,359,833.20**

Failure to Provide Rest Periods (Labor Code § 226.7):

$100 per employee x 42,628 PAGA pay periods x 25% violation rate = **$1,065,700**

Failure to Pay Overtime Wages (Labor Code § 510):

$100 per employee x 42,628 PAGA pay periods x 2% violation rate = **$85,256**

Failure to Pay Minimum Wages (Labor Code § 1194):

$100 per employee x 42,628 PAGA pay periods x 10% violation rate = **$426,280**

Failure to Furnish Accurate Itemized Wage Statements (Labor Code § 226(a)):

$100 per employee x 42,628 PAGA pay periods x 40% violation rate = **$1,705,120**

Failure to Indemnify for Necessary Business Expenses (Labor Code § 2802):

$100 per employee x 42,628 PAGA pay periods x 33% violation rate = **$1,406,724**

Failure to Pay All Wages to Terminated/Quitting Employees (Labor Code § 203):

$100 per employee x 1,260 PAGA pay periods = **$126,000**

TOTAL POTENTIAL LIABILITY = $6,174,913.20

12. In reaching the Settlement, my office looked at various factors, including significant risks in proceeding with litigation. My office recognizes that proving liability and PAGA penalties at trial would be an expensive, time-consuming, and extremely uncertain proposition. Moreover, continued litigation would very likely reduce and substantially delay any recovery to the state and the Covered Employees. Even if Plaintiffs were to obtain a favorable judgment at trial, Defendants would likely appeal the judgment, which would further delay any recovery. Additionally, this area of the law is constantly evolving, creating uncertainty for employees.

13. My office also considered the reality that courts have discretion to substantially reduce any award of civil penalties on the grounds that "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory," pursuant to Labor Code § 2699(e)(2).

14. Further, while Plaintiffs and MLG remain confident in the merits of the case, a legitimate controversy exists as to each predicate Labor Code claim. For example, Plaintiffs contend that, due to Defendants' practices, Covered Employees did not regularly receive timely, uninterrupted meal and rest periods and were not paid all wages owed. On the other hand, Defendants contends that Covered Employees received meal and rest periods and were paid for all hours worked. Defendants further contend that they maintained lawful meal and rest break policies. As a result, Defendants contend that, throughout the PAGA Period, they complied with applicable California law. Many of the claims are based on anecdotal evidence and Defendants contended that trying a case with this number of aggrieved employees would be unmanageable, also increasing the risk to Plaintiffs in proceeding.

15. In evaluating the claims and the proposed settlement, my firm took these factors into consideration, as well as Defendants' defenses to the underlying causes of action, the unsettled state of the law, and the risks and costs of continued litigation. The Settlement obviates

all of these risks.

16. Indeed, because of the proposed Settlement, the State of California and the Covered Employees will receive timely relief and avoid the risk of an unfavorable judgment. The Net Settlement Amount is currently estimated to be $120,870.58, if the Court approves the amounts requested for the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiffs Payment, and the Administration Expenses Payment:

	$ 270,000.00	Gross Settlement Amount
-	$ 90,000.00	PAGA Counsel Fees Payment
-	$ 15,129.42	PAGA Counsel Litigation Expenses Payment
-	$ 30,000.00	PAGA Plaintiffs Payment ($5,000 for 6 Plaintiffs)
-	$ 14,000.00	Administration Expenses Payment
=	**$ 120,870.58**	**Net Settlement Amount (PAGA Penalties)**

Based thereon, the LWDA will receive $90,652.94 as 75 percent of the PAGA Penalties to assist with the enforcement of labor laws. The Settlement also provides an adequate benefit to Covered Employees, who will share $30,217.65 as 25 percent of the PAGA Penalties. It is currently estimated that each Covered Employee, on average, will receive an Individual PAGA Payment of approximately $15.65 as part of the Settlement, which is based on Defendants' representation that there are 1,931 Covered Employees who worked a total of 42,628 PAGA Pay Periods. Furthermore, the Gross Settlement Amount of $270,000.00 is significant enough to deter Defendants from future violations, creating a disincentive for Defendants to engage in unlawful business practices.

17. Considering the risks of continued litigation, the burdens of proof necessary to establish liability, the unsettled state of the law, the possibility that the Court would reduce an award of civil penalties, and the probability of appeal of a favorable judgment, it is clear that the non-reversionary settlement amount of $270,000.00 is fair, adequate, and reasonable in light of PAGA's purpose to remediate present labor law violations, to deter future violations, and to maximize enforcement of the California Labor Code. Although Plaintiffs and my office were prepared to continue to litigate through trial and a possible appeal, we support the proposed Settlement as being in the best interests of Covered Employees and the State of California.

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PAGA Plaintiffs Payment

18. The Settlement provides for a $5,000 PAGA Plaintiffs Payment for Plaintiffs. This award is intended to recognize Plaintiffs' substantial efforts and risks in assisting with the prosecution of the Action on behalf of Covered Employees and the State of California. I believe that the requested PAGA Plaintiffs Payment is fair and reasonable. Plaintiffs have cooperated with my office and have put a significant amount of time and effort into this litigation to protect the interests of Covered Employees and the State of California and to prosecute their claims, including: remaining in regular and consistent contact with my office throughout the litigation; collecting and providing my office with relevant documents in their possession; discussing their work experiences with my office; discussing mediation; discussing their written discovery responses with my office; and reviewing the Settlement documents.

19. Plaintiffs have also provided valuable information regarding the claims including, but not limited to, noncompliant meal periods and rest periods, unpaid overtime, noncompliant wage statements, and unreimbursed business expenses. Plaintiffs have kept informed of the developments in this action and have informed my office of relevant information. The information provided by Plaintiffs was instrumental in attempting to establish the wage and hour violations alleged in this action, and the recovery provided for in the Settlement would not have been possible to obtain without Plaintiffs' participation.

20. Plaintiffs faced many risks in pursuing this case as a representative action. Because of Plaintiff's efforts, 1,931 Covered Employees will now participate in a settlement and recover payment for wage violations they may never have known about on their own or been willing to pursue on their own. If each Covered Employee attempted to pursue their legal remedies individually, each person would have been required to expend a significant amount of their own time and monetary resources. Few individuals are willing to diligently act as a representative and assume the substantial risk should the employer prevail. As such, if Plaintiffs would not have prevailed in this case, they could have been subjected to a cost award in the amount of several thousands of dollars. Additionally, as a result of filing a representative action against their former employers, Plaintiffs may face reputational risk among potential future

employers that could adversely impact their future job opportunities because they may be viewed as litigious by certain prospective employers. This is a significant concern.

21. The Action would not have been possible without the aid of Plaintiffs, who put their own time and effort into the litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of Covered Employees and the State of California. Indeed, by actively pursuing this action, Plaintiffs furthered California's public policy goal of enforcing the State's wage and hour laws. *See Sav-On Drug Stores, Inc. v. Superior* Court (2004) 34 Cal. 4th 319, 340 (recognizing the "clear public policy" that is specifically directed at the enforcement of California wage laws). The result of the Settlement is very good and will provide substantial monetary compensation to Covered Employees, and the requested PAGA Plaintiffs Payment does not significantly reduce the total amount of the settlement fund. Thus, the requested PAGA Plaintiffs Payment of $5,000.00 to each Plaintiff, for a total of $30,000.00 is a reasonable sum to compensate Plaintiffs for the risks and efforts in bringing this lawsuit.

22. Finally, Plaintiffs have agreed to a general release of all claims against Defendants and a waiver of California Civil Code § 1542.

23. For these reasons, I believe that a $5,000.00 PAGA Plaintiffs Payment to Plaintiffs is fair and reasonable.

Attorneys' Fees

24. The Settlement provides for attorneys' fees to PAGA Counsel in an amount up to one-third of the Gross Settlement Amount, for a maximum fee award of $90,000.00. Based on my extensive experience in wage and hour class actions, I believe this request is reasonable. The fee percentage requested is less than that charged by my office for other employment cases and it is in line with the one-third recovery that was recognized as standard for class actions in *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545. Furthermore, MLG invested significant time and resources into the case with payment deferred to the end of the case, and then, of course, contingent on the outcome. The efforts of MLG have resulted in substantial benefits to the State of California and Covered Employees in the form of a significant settlement fund established to compensate Covered Employees for the alleged wage and hour violations. On

information and belief, without the efforts of MLG, the claims alleged in the Actions would likely have gone without remedy.

25. The efforts expended by my firm in the lawsuit thus far include, but are not limited to, the following: interviews with Plaintiffs and review of documents provided by Plaintiffs; drafting and sending PAGA notice letters to the LWDA; drafting and filing the complaint and first amended complaint; attending status conferences and drafting status conference statements; meeting and conferring with defense counsel to obtain relevant documents and information; drafting a motion to quash; drafting a motion for leave to amend; drafting a motion to compel; communicating with Plaintiffs regularly regarding the status of the case; retaining an expert in data analysis to analyze the data sample provided by Defendants for mediation; reviewing Defendants' written policies; conducting legal research regarding Defendants' wage and hour practices; working with the data expert to develop a damages analysis; drafting a mediation brief; preparing for and attending mediation with mediator Kevin Barnes; preparing for a defending a deposition for a plaintiff that has since been dismissed; drafting, negotiating, and revising the Settlement; and working on a joint stipulation regarding the Settlement and drafting documents in support of the same.

26. The amount of requested attorneys' fees is also reasonable based upon PAGA Counsel's lodestar. As of the filing date, MLG's lodestar for the Action, not including my hours, is **$267,887.50**, which is based upon **268 attorney hours** and **193.3 support staff hours** at customary hourly rates. All of the hours were reasonable and necessary to achieve the excellent result on behalf of the State of California and Covered Employees. This amount does not include an estimate of the time MLG will invest to complete this case following approval and does not include the time that I spent on this case. Based upon my experience, I estimate that MLG will spend another 10-20 hours on this case, including monitoring the settlement administration process and answering questions from Covered Employees and the settlement administrator. We expect to have Covered Employees calling our office to inquire about the settlement payments and to ask for further information. MLG also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

27. The regular and customary practice at MLG is for all attorneys to maintain electronic time records setting forth the amount of time spent (rounded to the nearest one-tenth of an hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues followed this practice throughout this litigation. To calculate my firm's lodestar for the Action, my bookkeeping department retrieved all of the attorney and support staff time records associated with the case. My office reviewed those records and exercised billing judgment in eliminating any time entries that may have been duplicative or inefficient. For example, my office excluded the time of all attorneys and support staff who billed fewer than 5 hours on the case. A table summarizing MLG's lodestar is as follows:

Name	Year Admitted	Hours	Rate	Fees
Attorneys				
Matthew W. Gordon	2009	26.7	$975.00	$26,032.50
Julia Z. Wells	2017	6.90	$775.00	$5,347.50
Vanessa M. Rodriguez	2017	200.0	$775.00	$155,000.00
Sean Hardy	2016	5.4	$775.00	$4,185.00
Margaret Crowley	2024	29.0	$500.00	$14,500.00
Support Staff				
Hannah Ahn	N/A	49.8	$325.00	$16,185.00
Michelle Hemer	N/A	71.40	$325.00	$23,205.00
Jasmin Hidalgo	N/A	72.10	$325.00	$23,432.50
TOTAL LODESTAR:		**461.30**		**$267,887.50**

28. MLG is a 23-attorney law firm that is actively and continuously practicing in employment litigation, almost exclusively, representing employees in both individual and class actions in both state and federal courts throughout California.

29. MLG is qualified to handle this litigation because the firm is experienced in litigating Labor Code violations in both individual actions, class actions, and PAGA actions. MLG has handled, and is currently handling, numerous wage and hour class action lawsuits.

30. MLG has been counsel in a number of cases which resulted in published appellate victories including two of the leading "me-too" witness cases in California, *Pantoja v. Anton* (2011) 198 Cal.App.4th 87 and *Meeks v. AutoZone, Inc.* (2018) 24 Cal.App.5th 855. Recently, MLG obtained the published reversal of an adverse judgment in a PAGA bench trial, *Zuniga v.*

Alexandria Care Center, LLC (2021) 67 Cal.App.5th 871. Other published appellate victories include *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277; *Julian v. Glenair* (2017) 17 Cal.App.5th 853; *Ventura v. ABM Industries, Inc.* (2012) 212 Cal.App.4th 258; *Franco v. Arakelian Enterprises, Inc.* (2012) 211 Cal.App.4th 314; *Fuentes v. AutoZone, Inc.* (2011) 200 Cal.App.4th 1221; *Gutierrez v. California Commerce Club* (2010) 187 Cal.App.4th 969; *Franco v. Athens Disposal Company, Inc.* (2009) 171 Cal.App.4th 1277. Unpublished appellate successes include *Christman v. Apple Am. Grp. II, LLC,* No. B271937, 2017 WL 4402124 (Cal. Ct. App. Oct. 4, 2017); *Pauley v. CF Entm't,* No. 14-55131, 2016 WL 1169425 (9th Cir. Mar. 25, 2016) (two related appeals); *Pauley v. CF Entm't,* No. 17-56057, 2019 WL 2089930 (9th Cir. May 13, 2019) (three related appeals)*; Navarro v. 4 Earth Farms, Inc.,* No. B28485, 2019 WL 493781 (Cal. Ct. App. Feb. 8, 2019); *Soto v. Superior Court of San Bernardino Cty.,* No. E071920, 2019 WL 4254631 (Cal. Ct. App. Sept. 9, 2019) (writ issued), and *Rojas v. Glenair, Inc.,* No. B302402, 2020 WL 4435156, (Cal. Ct. App. Aug. 3, 2020) review den. (Nov. 10, 2020). The California Supreme Court granted MLG's request for depublication of three opinions detrimental to workers: *Cacho v. Eurostar, Inc.*, No. S260295, *Starks v. Vortex Industries, Inc.*, No S264854 and *Salazar v. See's Candy Shops, Inc.*, No. S269268.

31. In 1992, Matthew J. Matern founded the general partnership that later became known as Rastegar & Matern, Attorneys at Law, A Professional Corporation. In 2012, Mr. Matern founded the Law Offices of Matthew J. Matern, which changed its name to Matern Law Group in January 2014, and then to Matern Law Group, PC in May 2016. Since 1992, Mr. Matern has been heavily, successfully, and continuously involved in active litigation and trial work, including extensive work in employment litigation and wage and hour class actions.

32. Over the course of Mr. Matern's career, he has served as plaintiff's counsel in over 150 putative class and representative action settlements, with many of them settling in the seven-figure range, including settlements in the amount of $140 million, $50 million, $26 million, $19.9 million, and $18 million. Mr. Matern has represented clients in numerous wage and hour class action lawsuits that settled with per-class-member recoveries in a range similar to the anticipated per-class-member recovery in this case. Mr. Matern has represented clients in

numerous wage and hour class action lawsuits that settled with per-class-member recoveries in a range similar to the anticipated per-class-member recovery in the instant case.

33. Of the 23 attorneys at MLG, Mr. Matern is the attorney with the most active trial and pretrial calendar. Mr. Matern has personally tried approximately 25 cases, including approximately 20 jury trials.

34. Mr. Matern's work has led him to be recognized as a Southern California Super Lawyer every year since 2009.

35. I am a 2007 graduate of UC College of the Law San Francisco (formerly known as UC Hastings College of the Law) and received my undergraduate degree from UCLA. I have been an active member of the California State Bar in good standing since December 2007 and am admitted to practice law before this Court. I have been practicing law at both MLG and, formerly, at Rastegar & Matern, since May of 2008. I have over sixteen years of experience handling plaintiff's side wage and hour class action cases and individual employment cases, and have been appointed Class Counsel in numerous cases in state and federal courts in California.

36. I have prevailed in both bench and jury trials on employment matters that I first-chaired. Most noteworthy was a $2,500,000 judgment in a sexual harassment case that I obtained on behalf of two plaintiffs. *Juana Barba v. Blue Boys, Inc.*, Los Angeles County Superior Court, Case Number BC352054.

37. I have been recognized as a Southern California Super Lawyer Rising Star every year from 2015 through 2021 and was included on the Southern California Rising Stars' Up-and-Coming 50 Women List for 2020 and 2021, as well as the Southern California Rising Stars' Up-and-Coming 100 List for 2021. I was also recognized as a Southern California Super Lawyer for every year since 2023.

38. Several highly effective and well-reputed MLG attorneys actively participated in this litigation. Those attorneys include, but are not limited to, the attorneys listed below.

39. Matthew W. Gordon is a partner and shareholder at MLG. Mr. Gordon graduated *summa cum laude* from Princeton University in 1995 and he was elected to Phi Beta Kappa. He received his J.D. from the University of California, Los Angeles School of Law in 2009. He

became a member of the State Bar of California in December 2009, and he has been an active member in good standing continuously since then. Mr. Gordon has concentrated his practice exclusively in employment litigation since he was admitted to the Bar. He has worked on numerous contested motions for class certification in wage and hour cases and obtained approval of dozens of class action and PAGA settlements. Mr. Gordon has argued two appeals in the California Courts of Appeal, both of which resulted in decisions advancing workers' rights, including *Eda Sanchez Olivares v. Fountain Valley Regional Hospital and Medical Center*, No. G053514, 2018 WL 330134 (Cal. Ct. App. Jan. 9, 2018)), a case in which the Court of Appeal affirmed the denial of a motion to compel arbitration of a wage and hour class action, and *Tellez v. Rich Voss Trucking, Inc.* (2015) 240 Cal.App.4th 1052, a published opinion reversing the trial court's order denying class certification. Mr. Gordon was selected to the Southern California Rising Stars list in 2016, 2017, 2018, and 2019. Mr. Gordon was selected to Southern California Super Lawyers in 2024 and 2025. Based on his skill and experience, Mr. Gordon's 2025 hourly billing rate of $975 is reasonable.

40. Senior Associate Julia Z. Wells received her undergraduate degree from the University of Wisconsin-Madison in 2013 and graduated *cum laude* from the University of Wisconsin Law School in May 2016. Ms. Wells was admitted to the Wisconsin State Bar in August 2016 and the California State Bar in February 2017. Ms. Wells focuses her practice exclusively in employment litigation. Ms. Wells has handled numerous wage-and-hour class and representative actions, and also represents employees in single-plaintiff disputes. Ms. Wells has been appointed to serve as Class Counsel in multiple certified wage and hour class action cases in both state and federal courts. Ms. Wells has successfully written and argued motions for class certification, opposed numerous motions for summary judgment and other dispositive motions, and has successfully argued before the California Court of Appeal. Ms. Wells has experience serving as first-chair counsel during jury trial, bench trial and arbitration. In 2020 and from 2022-2025, Ms. Wells has been selected as a Southern California Rising Star by Super Lawyers. Based on her skill and experience, Ms. Wells' 2025 hourly billing rate of $775 is reasonable.

41. Vanessa M. Rodriguez is an associate attorney at MLG. Ms. Rodriguez received

her undergraduate degree from the University of Wisconsin-Madison in 2013, graduating *cum laude*, and graduated from the University of Wisconsin Law School in 2017. Ms. Rodriguez was admitted to the Wisconsin State Bar in May 2017 and the California State Bar in November 2017. Since gaining admission to the California Bar, Ms. Rodriguez has focused her practice exclusively in employment litigation. She has handled numerous wage-and-hour cases and also represents employees in single-plaintiff disputes. Ms. Rodriguez successfully second chaired a sexual harassment trial in November 2021, securing a $445,000 verdict in favor of her client, and settled a wage and hour class and representative action for $50 million in 2022. Ms. Rodriguez authored "The Compelling Evidence of 'Me Too,'" which was published in the Los Angeles Lawyer in September 2019 (Volume 42, No. 6, pp. 26-30) and "The $7 Million Reason to Pay Attention to the Fair Employment and Housing Act," which was published in the Daily Journal on April 11, 2024 (p. 5). Ms. Rodriguez was selected to the Southern California Rising Stars list from 2021 to 2025. Based on her skill and experience, Ms. Rodriguez's 2025 hourly billing rate of $775.00 is reasonable.

42. Sean Hardy is a former Associate Attorney who graduated from Whittier Law School in 2016 and earned his B.A. degree in 2012 from University of California, Irvine. Mr. Hardy has been an active member of the California State Bar since 2016. While in law school, Mr. Hardy was on the Dean's List for Academic Achievement and was awarded the CALI Award for Academic Excellence for receiving the highest grade in his Remedies class. Mr. Hardy's practice focuses on plaintiff's-side employment litigation. He has extensive experience representing employees in single-plaintiff disputes, and he has handled numerous wage and hour cases. Based on his skill and experience, Mr. Hardy's 2025 hourly billing rate of $775.00 is reasonable.

43. Margaret Crowley is a former associate attorney of MLG. Ms. Crowley received her undergraduate degree from the University of California, Davis in 2020 and graduated from the University of California, College of the Law, San Francisco (formerly UC Hastings) in 2024. While in law school, Ms. Crowley served as the Symposium Editor of the UC Law SF Communications & Entertainment Journal. She received the CALI Excellence for the Future

Award for the highest grade in Employment Law and earned Honorable Mention for Best Oral Argument in Legal Research & Writing II. Ms. Crowley was admitted to the State Bar of California in December 2024. Ms. Crowley clerked for plaintiff-side employment law firms and during her time with MLG, Ms. Crowley handled wage and hour class and representative actions as well as employees in single-plaintiff disputes. Based on her skill and experience, Ms. Crowley's 2025 hourly billing rate of $500.00 is reasonable.

44. The following MLG support staff members worked on this case:

A. Hannah Ahn has been employed by MLG as a legal assistant since 2013. She received her B.A. degree in English in 2005 from the University of California at Riverside. Ms. Ahn has substantial experience preparing documents for filing in state and federal trial and appellate courts, drafting and responding to discovery, and preparing for trial. Ms. Ahn has attended and assisted attorneys at trial and has experience running trial software. She is knowledgeable about Westlaw and proficient in a broad range of office software including Microsoft Word, Adobe Acrobat, Excel, PowerPoint and ProLaw. She has led training sessions for MLG's administrative staff, including Pro Law, opening civil cases and filing federal complaints, discovery and office policies and procedures.

B. Jasmin Hidalgo has been a legal assistant at MLG since April 2022. She received her B.S. in Business Administration, Option: Business Law from California State University, Northridge. Ms. Hidalgo has substantial experience preparing documents for filing in state and federal courts, as well as drafting and responding to discovery and preparing pretrial documents. Ms. Hidalgo has experience running trial software, such as Trial Director. She is knowledgeable about Westlaw and proficient in a broad range of office software including Microsoft Word, Adobe Acrobat, Excel, PowerPoint, Litify (Salesforce), and ProLaw. Ms. Hidalgo is bilingual and translates documents and interprets for MLG's Spanish speaking clients.

C. Michelle Hemer was a former legal assistant at MLG from August 2023 to June 2025. She received her B.A. in Political Science in 2023 from California State University, Los Angeles. Ms. Hemer has substantial experience preparing documents for filing in state and

federal courts, as well as drafting and responding to discovery and preparing pretrial documents. Ms. Hemer is knowledgeable about Westlaw and proficient in a broad range of office software including Microsoft Word, Adobe Acrobat, Excel, PowerPoint, and ProLaw. Ms. Hemer is bilingual and translated documents and interpreted for MLG's Spanish speaking clients.

45. The current billing rate for all of the MLG support staff members above is $325, which I believe is reasonable based on their skill and experience. *See In re Linkedin User Priv. Litig.*, 309 F.R.D. 573, 591 (N.D. Cal. 2015) (reasonable rate for litigation support staff from $150 to $240 in 2015); *Cabrales v. BAE Sys. San Diego Ship Repair, Inc.*, No. 21-CV-02122-AJB-DDL, 2025 WL 2098757, at *13-14 (S.D. Cal. July 25, 2025) (approving an hourly rate of $325 for support staff members).

46. My office requests the foregoing billable rates be applied in this case, as the rates are more than reasonable in the Southern California legal market for attorneys who handle complex class actions and PAGA actions involving hundreds of employees. Throughout my practice as an attorney, I have become familiar with customary billing rates for attorneys of comparable background, training, and experience as mine in California federal and state courts. I have obtained knowledge of the prevailing hourly rates in the community for work of a similar nature and complexity to the work in this case from a variety of sources, including: (a) my communications with other employment law attorneys about their rates; (b) my familiarity with fee applications and orders in other cases; (c) my independent research and knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity with rates charged in other law firms; and (d) my independent reading and research of legal newspapers, journals, and treatises regarding law firms' billing rates. Based on this information, I believe that MLG's current rates are fully consistent with the market rate for attorneys with comparable expertise, experience, and qualifications.

47. The hourly rates for MLG attorneys are commensurate with MLG's experience in litigating complex cases. Indeed, MLG has been awarded fees by various courts based on MLG's historical rates, including in the following cases:

A. On July 25, 2025, Judge Anthony J. Battaglia issued an order granting final approval of a wage and hour class action settlement and finding that MLG's "hourly rates ranging from $1,025 to $1,200 for partners and senior attorneys, $500 to $995 for associates, and $325 for legal assistants" are "reasonable for the district" *Cabrales v. BAE Sys. San Diego Ship Repair, Inc.*, No. 21-CV-02122-AJB-DDL, 2025 WL 2098757, at *13-14 (S.D. Cal. July 25, 2025) (awarding fees in the amount of one-third of the gross settlement amount).

B. In *Morgan v. Rohr, Inc., et al*., United States District Court for the Southern District of California, Case No. 3:20-CV-00574-GPC-AHG, Judge Gonzalo P. Curiel issued an order granting final approval of a class action settlement and attorneys' fees to MLG, finding MLG's "hourly rates are reasonable and in line with rates prevailing in the community for attorneys of comparable skill, experience, and reputation" and approving the following attorneys' 2025 rates: Matthew J. Matern: $1,200; Matthew W. Gordon: $975; Julia Wells: $775; Vanessa M. Rodriguez: $775; legal assistants: $325.

C. In *Saflor v. Esa Management, LLC*, United States District Court for the Northern District of California, Case No. 22-cv-05800-AGT, Judge Alex G. Tse found that MLG's requested attorneys' fees are "reasonable based on Class Counsel's lodestar" and approved the following attorneys' 2024 hourly rates: Matthew J. Matern: $1,075; Matthew W. Gordon: $925; and Dalia Khalili: $975.

D. In *Reyna v. Westrock Company,* United States District Court for the Northern District of California Case No. 5:20-cv-01666-BLF, Judge Beth Labson Freeman approved the following MLG attorneys' 2024 hourly rates: Matthew J. Matern: $1,125; Debra J. Tauger: $1,050; and Julia Z. Wells: $725.

E. In *Ordones Socop v. Miracle Mile Properties, LP,* Los Angeles County Superior Court Case No. 21STCV32715, Judge Laura A. Seigle found that MLG's attorneys' "hourly rates are reasonable and in line with rates prevailing in the community" and approved the following attorneys' 2024 hourly rates: Matthew W. Gordon: $925 and Erin R. Hutchins: $550.

F. In *Reyes v. Map Cargo Global Logistics,* Los Angeles County Superior Court, Case No. 19STCV06474, Judge Kenneth R. Freeman found that MLG's requested fees are

"reasonable under the lodestar method" and approved the following MLG attorneys' 2024 hourly rates: Dalia Khalili: $975.

G. In *Tovar v. Western University of Health Sciences,* Los Angeles County Superior Court, Case No. 19STCV23464, Judge Kenneth R. Freeman approved MLG's attorney fee request with a 3.82 multiplier and approved the following MLG attorneys' 2024 hourly rates: Matthew J. Matern: $1,125; Debra J. Tauger: $1,050; and Julia Z. Wells: $725.

H. In *Escamilla v. Ono Hawaiian BBQ*, Los Angeles County Superior Court, Case No. BC651992, the court awarded MLG attorneys' fees based on a lodestar crosscheck, based in part on the following 2023 hourly rates: Matthew J. Matern: $1,075; Matthew W. Gordon: $875; Vanessa M. Rodriguez: $675.

48. MLG's hourly rates are also in line with the rates approved in other cases. *See Roberti v. OSI Sys., Inc.,* No. CV1309174MWFMRW, 2015 WL 8329916, at *7 (C.D. Cal. Dec. 8, 2015) (finding rates between $525 and $975 per hour reasonable); *Rodriguez v. County of Los Angeles,* 96 F.Supp.3d 1012, 1023 (C.D. Cal. 2014) (approving attorney rates in 2014 from $500 to $975); *Perfect 10, Inc. v. Giganews, Inc*., No. CV 11-07098-AB SHX, 2015 WL 1746484, at *15-18 (C.D. Cal. Mar. 24, 2015), *aff'd*, 847 F.3d 657 (9th Cir. 2017) (finding hourly rates of $825-$930 for a senior partner, $350-$690 for associates, and $290 and $240 for support staff—for work performed in 2011 and 2014—to be reasonable and prevailing market rates at that time).

49. Additionally, several courts have awarded MLG attorneys' fees in similar cases based upon the common fund method:

A. In 2025, Magistrate Judge Alex G. Tse of the United States District Court for the Northern District of California awarded MLG attorney fees of one-third of the Gross Settlement Amount in *Saflor v. ESA Management, LLC*, Case No. 22-cv-05800-AGT, finding that the fees requested were "reasonable as a percentage of the common fund."

B. In 2025, in the matter of *Tovar v. Western University of Health Sciences,* Los Angeles County Superior Court Case No. 19STCV23464, Judge Kenneth R. Freeman approved MLG's attorney fee request of one-third "under the common fund doctrine."

C. In 2025, Judge J. Omar Rodriguez of the San Benito County Superior Court

granted MLG's attorney fee request for "one-third of the Gross Settlement Amount under the common fund doctrine" in *Avena v. Pacific Scientific Energetic Materials Company (California) LLC,* Case No. CU-20-00062.

D. In 2024, in the matter of *Quezada v. Shock Doctor, Inc.*, Orange County Superior Court Case No. 30-2018-01027519-CU-OE-CXC, Judge McCormick awarded Class Counsel one-third of the maximum settlement amount, find that "the requested fees are reasonable under the common fund . . . and lodestar method[s]."

E. In 2024, in the matter of *Salcedo v. Dynamic Nursing Serv.*, LASC Case No. BC488516, the Court awarded MLG's attorney fee request of one-third of the Maximum Settlement Amount.

F. In 2023, in the matter of *Gamboa v. Nelson Name Plate Co.*, LASC Case No. BC658201, the Court awarded MLG's attorney fee request of one-third of the Maximum Settlement Amount.

G. In 2023, in the matter of *Hinojosa v. Permanent General*, Santa Barbara Superior Court Case No. CIVSB2135124, the Court awarded MLG's attorney fee request of one-third of the Maximum Settlement Amount.

H. In 2022, in the matter of *Diaz v. First Class Vending Inc.*, LASC Case No. BC651276, the Court awarded MLG's attorney fee request of one-third of the Maximum Settlement Amount, finding that it is "reasonable under the common fund method."

I. Similarly, in 2022 in the matter of *King v. Great American Chicken Corp.*, LASC Case No. BC646358, the court also awarded MLG one-third of the Maximum Settlement Amount, finding the fee request "reasonable under the common fund method" because "the number of hours Class Counsel spent prosecuting this Action is reasonable."

J. In 2021, in the matter of *Petrelli v. Bakkavor Foods USA, Inc.,* LASC Case No. BC595726, Judge Carolyn B. Kuhl awarded MLG's attorney fee request of one-third of the Maximum Settlement Amount, finding that it is "reasonable under the common fund method."

K. In 2020, in the matter of *Lenard v. Buy Buy Baby, Inc.,* LASC Case No. BC647134, Judge Maren E. Nelson awarded MLG's attorney fee request for one-third of the

Maximum Settlement Amount, stating that the request "is reasonable under the common fund method."

50. MLG also bears the risk of taking whatever actions are necessary if Defendants fail to pay. In two recent cases, my firm spent over 500 hours post-final approval in efforts to collect on behalf of the class.

51. MLG took the action on a contingent basis and has put a substantial amount of time and energy into representing Plaintiffs for nearly five years while receiving no payment. The risk was significant given that, if the case was unsuccessful, MLG would not have received any compensation for the time spent litigating it. The significant outlay of monetary and personnel resources has been completely at risk and wholly dependent upon obtaining a substantial recovery for Covered Employees and the State of California. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, MLG represents its employment law clients on a contingency-fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases.

52. The efforts of my firm have resulted in substantial benefits to the State of California and Covered Employees in the form of a settlement fund established to penalize Defendants for the alleged violations, to deter future violations, to assist the LWDA with the enforcement of state labor laws, and to compensate Covered Employees for, among other things, noncompliant meal and rest periods and overtime wages.

53. Based on the contingent risk, the significant benefit conferred on Covered Employees and State of California as a result of the settlement, the skill displayed by MLG in achieving a substantial settlement, and the quality of its representation, an award of attorneys' fees in the amount of $90,000.00 is reasonable and appropriate in this Action. Without MLG's tenacious efforts, this exceptional outcome would not have been achieved.

54. I am not aware of any conflicts of interest between MLG and Covered Employees.

MLG's Requested Costs are Reasonable

55. The Settlement provides for reimbursement of Plaintiffs' Counsel's costs and expenses not to exceed $20,000.00. MLG's current litigation costs amount to **$15,129.42**. All of

these costs are those which a fee-paying client would ordinarily have to pay, were necessary to prosecute the Action, and were incurred for the benefit of Covered Employees and the State of California. The following table shows a breakdown of the costs incurred by MLG to date in this case:

Cost Description	Amount
Court Costs / Filing Fees / Service	$3,603.98
Postage	$1,882.03
Court Reporters / Videographer	$ 4,412.40
Meals / Mileage / Parking	$164.61
Mediation Fees	$3,750.00
Investigation Services	$945.70
Research Services	$370.70
Total MLG Costs:	**$15,129.42**

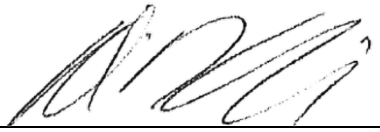
Settlement Administrator

56. The parties have agreed to use CPT Group, Inc. ("CPT") as the third-party Settlement Administrator. CPT provided my office with a not-to-exceed estimate of $14,000.00, a true and correct copy of which is attached hereto as **Exhibit 3**. No one at MLG has any financial interest in or otherwise has a relationship with CPT which would create a conflict of interest. Given the number of Covered Employees and the scope of the duties to be performed by CPT, I believe that the Settlement Administration Costs are reasonable and should be approved.

Submission of Proposed Settlement Agreement to LWDA

57. On November 17, 2025, my office submitted a copy of the proposed Settlement to the LWDA through their online portal. Attached hereto as **Exhibit 4** is a true and correct copy of the November 17, 2025 auto-reply email from the California LWDA DIR PAGA Unit, confirming receipt of our submission of the proposed Settlement Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 18, 2025 at Redondo Beach, California.



DALIA KHALILI

EXHIBIT 1

MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

November 30, 2023

Via Online Submission
California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified U.S. Mail – Return Receipt Requested
Longwood Management LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Fl 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Alden Enterprises LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Fl 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Artesia Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Broadway Manor Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Burbank Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Burlington Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Normandie/Wilshire Retirement Hotel LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Casa Bonita Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Chino Valley Rehabilitation Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Colonial Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Norwalk Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Covina Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Laurel Wellness and Nursing Center, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Green Acres Lodge LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
S.G.V. Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
ICC Convalescent LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Longwood Manor Investments LP
c/o Jacob Friedman
4032 Wilshire Blvd., 6th Fl.
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Imperial Crest Healthcare Center, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Magnolia Gardens Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Montrose Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Monterey Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Northridge Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Shea Healthcare Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
JRB Investments LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Ability Homecare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd. 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Park Anaheim Health Care, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Coldwater Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Pico Rivera Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Studio City Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
San Gabriel Convalescent Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Sunnyview Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Canoga Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
View Park Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Tzippy Care LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6

Via Certified U.S. Mail – Return Receipt Requested
ADF Investments LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6

Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Hospice Cheer
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
IRA David Enterprises LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
San Dimas Retirement Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Crofton Manor Associates, L.P.
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Jonnel Liwag
Employers: Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Jonnel Liwag ("Mr. Liwag"), who was jointly employed by Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. (collectively, "Longwood Management"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, which Mr. Liwag alleges Longwood Management has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes the written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Longwood Management in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Longwood Management. Enclosed please find a draft of Mr. Liwag's civil complaint, which is incorporated by reference into this notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitting a $75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

This letter also serves as notice of Mr. Liwag's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Liwag's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Longwood Management's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of pay for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees, in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174

and 1174.5 and Wage Order No. 5-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Mr. Liwag on behalf of himself and all other similarly-situated current and former non-exempt employees of Longwood Management in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; employees were not paid proper minimum and overtime wages for all hours worked as required by California law; and employees' wage statements failed to contain the name of their employer and applicable rates of pay.[1] Employees' wage statements were further inaccurate and failed to comply with California law given the overtime, meal period, and rest period violations and Longwood Management's failure to compensate its employees fully, as set forth above. In short, Longwood Management's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Mr. Liwag and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. Longwood Management failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Mr. Liwag's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Longwood Management consistently failed to provide Mr. Liwag and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Mr. Liwag and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Mr. Liwag and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

understaffed, Mr. Liwag's and other aggrieved employees' meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Coder § 226.7 and Wage Order No. 5-2001 by failing to compensate Mr. Liwag and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of pay for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Mr. Liwag and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. Longwood Management failed to authorize and permit its employees to take required rest periods. Specifically, Longwood Management maintained a policy or practice of not authorizing and permitting Mr. Liwag and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Longwood Management consistently failed to authorize and permit Mr. Liwag and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Mr. Liwag's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Mr. Liwag and other aggrieved employees to stop their rest breaks and assist their co-workers. When Mr. Liwag and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Mr. Liwag and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Mr. Liwag and other aggrieved employees to remain on its premises during their rest breaks.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Mr. Liwag and other aggrieved employees one additional hour of pay at each employee's regular rate of pay for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

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

Mr. Liwag and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. Longwood Management failed to pay Mr. Liwag and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Liwag

and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Mr. Liwag and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Mr. Liwag and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Liwag and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Mr. Liwag and other aggrieved employees; failing to properly maintain Mr. Liwag's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Mr. Liwag and other aggrieved employees for each pay period; and other methods to be discovered.

Longwood Management's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Liwag and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Longwood Management failed to compensate Mr. Liwag and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Mr. Liwag and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Liwag and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Mr. Liwag and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Liwag and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Mr. Liwag and other aggrieved employees; failing to properly maintain Mr. Liwag's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Mr. Liwag and other aggrieved employees for each pay period; and other methods to be discovered. Longwood Management also failed to calculate the regular rate of pay for overtime purposes for Mr. Liwag and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Mr. Liwag and other aggrieved employees for all wages earned and all

hours worked. Longwood Management's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Longwood Management failed to pay Mr. Liwag and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Mr. Liwag and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Liwag and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation, and required Mr. Liwag and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Mr. Liwag and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Mr. Liwag and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Longwood Management knew it was required to pay overtime wages, yet on many occasions failed to pay Mr. Liwag and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Longwood Management willfully failed to pay accrued wages and other compensation to Mr. Liwag and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Mr. Liwag and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Liwag and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation and through required meal breaks without compensation and failed to pay Mr. Liwag and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Longwood Management failed and continues to fail to pay the full earned and unpaid wages due to Mr. Liwag and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) requires every employer to furnish each of its employees an accurate itemized wage 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, (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 his 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 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Longwood Management failed to provide Mr. Liwag and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Mr. Liwag and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a) and Wage Order No. 5-2001, § 7.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, the wage statements provided to Mr. Liwag and other aggrieved employees failed to show the correct gross wages earned and net wages earned, in violation of Labor Code § 226(a)(1) and 226(a)(5). In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Mr. Liwag and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Mr. Liwag and other aggrieved employees failed to show the correct gross wages earned, net wages earned, and total hours worked, in violation of Labor Code § 226(a)(1), 226(a)(2), and 226(a)(5). Longwood Management also did not properly calculate the regular rate of pay of Mr. Liwag and other

aggrieved employees, as explained above. As a result, Mr. Liwag's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

Failure to Maintain Required Records

Longwood Management failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Mr. Liwag and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the regular rate of pay of aggrieved employees. Longwood Management also did not properly calculate the regular rate of pay of Mr. Liwag and other aggrieved employees.

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

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Longwood Management failed to indemnify Mr. Liwag and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Longwood Management, including but not limited to expenses for gait belts, shoes, scrubs, personal cell phones, and other employment-related expenses, in violation of Labor Code § 2802.

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This notice is hereby given to Longwood Management and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Longwood Management, or any related or alter-ego company, corporation,

partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

At all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the joint employers of Mr. Liwag and other aggrieved employees. At all relevant times herein Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement

Center LLC; and Crofton Manor Associates, L.P. were completely dominated by each other and each was the alter ego of the other.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

Upon information and belief, at all relevant times herein, Longwood Management LLC was the parent corporation of and exercised financial control Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview

Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared common management employees, owners, officers, and directors; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employee handbook at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employment application at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care

Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same new hire packets and orientation process at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. required Mr. Liwag and other aggrieved employees to sign the same acknowledgments as part of Mr. Liwag and other aggrieved employees' onboarding process; and Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same arbitration agreement at all of their facilities.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial

Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. commingled funds and other assets. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge

Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same agents for service of process. Upon information and belief, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. share the same legal counsel. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same medical provider network and workers' compensation insurance.

Upon information and belief, at all relevant times herein, Longwood Management LLC provided administrative support services to Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio

City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Longwood Management LLC was not held liable for the acts of Defendants Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability

Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. exercised control over the wages, hours, and/or working conditions of Mr. Liwag and other aggrieved employees.

Upon information and belief, at all relevant times herein, Defendant Longwood Management LLC retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of Mr. Liwag and other aggrieved employees.

Upon information and belief, at all relevant times herein, Mr. Liwag's and other aggrieved employees' hiring documents stated that Mr. Liwag and other aggrieved employees were employees of Longwood Management LLC Upon information and belief, at all relevant times herein, Mr. Liwag's and other aggrieved employees' background check results were sent to Longwood Management LLC.

At all relevant times herein, Mr. Liwag and other aggrieved employees were employed by Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Mr. Liwag and other

aggrieved employees all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly compensate Mr. Liwag and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

Mr. Liwag is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., each acting as agents and/or employees, and/or under the direction and control of each other and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Mr. Liwag's reasonable attempt to settle his dispute with Longwood Management prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Longwood Management of Mr. Liwag's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Mr. Liwag's demands.

Demand is hereby made that Longwood Management shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Longwood Management shall pay Mr. Liwag and all other similarly-situated persons employed by Longwood Management at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Longwood Management shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Longwood Management shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the and the number of employees who were required to pay for gait belts, shoes, scrubs, personal cell phones, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Longwood Management shall pay each employee one hour of pay at the regular rate of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Longwood Management also shall pay each employee one hour of pay at his or her regular rate of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Longwood Management shall reimburse those employees who were forced to pay for any business expenses incurred for Longwood Management benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Longwood Management shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Longwood Management shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Longwood Management shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq*., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Longwood Management require additional information regarding Mr. Liwag's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

Vanessa M. Rodriguez

Vanessa M. Rodriguez

Encl. [Draft] Complaint

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
MATTHEW W. GORDON (SBN 267971)
VANESSA M. RODRIGUEZ (SBN 316382)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs
JONNEL LIWAG, ALONDRA CORTEZ, MARITZA MEDINA, and JASPREET KAUR, 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; and JASPREET KAUR, an individual, on behalf of herself and all other aggrieved employees;

Plaintiffs,

vs.

LONGWOOD MANAGEMENT LLC, a California corporation; ALDEN ENTERPRISES LLC, a California corporation; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE CENTER LLC, a California corporation; BURBANK HEALTHCARE LLC, a California corporation; BURLINGTON CONVALESCENT HOSPITAL LLC, a California corporation; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a California corporation; CASA BONITA CONVALESCENT HOSPITAL LLC, a California corporation; CHINO VALLEY REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California corporation;

CASE NO.:

[DRAFT] 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

GREEN ACRES LODGE, INC., a California corporation; ICC CONVALESCENT LLC, a California corporation; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK HEALTHCARE LLC, a California corporation; LAUREL WELLNESS AND NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER LLC, a California corporation; JRB INVESTMENTS LLC, a California corporation; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE LLC, a California corporation; SAN GABRIEL CONVALESCENT CENTER LLC, a California corporation; SHEA HEALTHCARE CENTER LLC, a California corporation; ABILITY HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California corporation; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California corporation; VIEW PARK CONVALESCENT HOSPITAL LLC, a California corporation; CANOGA HEALTHCARE LLC, a California corporation; TZIPPY CARE LLC., a California corporation; HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES LLC, a California corporation; ADF INVESTMENTS LLC, a California corporation; SAN DIMAS RETIREMENT CENTER LLC, a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California limited partnership; and DOES 1 through 50, inclusive,

Defendants.

PLAINTIFF JONNEL LIWAG ("PLAINTIFF LIWAG"), ALONDRA CORTEZ ("PLAINTIFF CORTEZ"), MARITZA MEDINA ("PLAINTIFF MEDINA"), and JASPREET KAUR ("PLAINTIFF KAUR" and collectively with PLAINTIFF LIWAG, PLAINTIFF CORTEZ, and PLAINTIFF MEDINA as "PLAINTIFFS"), individually and on behalf of all other current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1 below) who worked for DEFENDANTS in the State of California at any time during the relevant statutory period ("AGGRIEVED EMPLOYEES"), hereby allege as follows:

INTRODUCTION

1. PLAINTIFFS bring this action on behalf of themselves, the State of California, and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT LLC, a California corporation; ALDEN ENTERPRISES LLC, a California corporation; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE CENTER LLC, a California corporation; BURBANK HEALTHCARE LLC, a California corporation; BURLINGTON CONVALESCENT HOSPITAL LLC, a California corporation; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a California corporation; CASA BONITA CONVALESCENT HOSPITAL LLC, a California corporation; CHINO VALLEY REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California corporation; GREEN ACRES LODGE, INC., a California corporation; ICC CONVALESCENT LLC, a California corporation; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK HEALTHCARE LLC, a California corporation; LAUREL WELLNESS AND NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER LLC, a California corporation; JRB INVESTMENTS LLC, a California corporation; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability company; PICO RIVERA

HEALTHCARE LLC, a California corporation; SAN GABRIEL CONVALESCENT CENTER LLC, a California corporation; SHEA HEALTHCARE CENTER LLC, a California corporation; ABILITY HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California corporation; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California corporation; VIEW PARK CONVALESCENT HOSPITAL LLC, a California corporation; CANOGA HEALTHCARE LLC, a California corporation; TZIPPY CARE LLC., a California corporation; HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES LLC, a California corporation; ADF INVESTMENTS LLC, a California corporation; SAN DIMAS RETIREMENT CENTER LLC, a California corporation; CROFTON MANOR ASSOCIATES, L.P.,; and DOES 1 through 50, inclusive, (collectively, "DEFENDANTS") to recover penalties arising from unpaid wages earned and due, including but not limited to unpaid and illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages due to discharged or quitting employees, failure to maintain required records, failure to provide accurate itemized wage statements, failure to timely pay wages during employment, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties.

JURISDICTION AND VENUE

2. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens and residents of, and/or regularly conduct business in, California. Further, no federal question is at issue because the claims are based solely on California law.

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

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PARTIES

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

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

6. PLAINTIFFS are informed and believe, and thereon allege, that ALDEN ENTERPRISES LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that ALDEN ENTERPRISES LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, ALDEN ENTERPRISES LLC maintains offices and conducts business in the County of Los Angeles, State of California.

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

8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY MANOR CARE CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and

believe, and thereon allege, that BROADWAY MANOR CARE CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, BROADWAY MANOR CARE CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

9. PLAINTIFFS are informed and believe, and thereon allege, that BURBANK HEALTHCARE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that BURBANK HEALTHCARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, BURBANK HEALTHCARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

10. PLAINTIFFS are informed and believe, and thereon allege, that BURLINGTON CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that BURLINGTON CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, BURLINGTON CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

11. PLAINTIFFS are informed and believe, and thereon allege, that NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, NORMANDIE/WILSHIRE RETIREMENT HOTEL, LLC, maintains offices and conducts business in the County of Los Angeles, State of California.

12. PLAINTIFFS are informed and believe, and thereon allege, that CASA BONITA

CONVALESCENT HOSPITALLLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that CASA BONITA CONVALESCENT HOSPITAL, LLC, is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CASA BONITA CONVALESCENT HOSPITALLLC, maintains offices and conducts business in the County of Los Angeles, State of California.

13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CHINO VALLEY REHABILITATION CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

14. PLAINTIFFS are informed and believe, and thereon allege, that COLONIAL CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that COLONIAL CARE CENTER, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, COLONIAL CARE CENTER, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business

in the County of Los Angeles, State of California.

16. PLAINTIFFS are informed and believe, and thereon allege, that GREEN ACRES LODGE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that GREEN ACRES LODGE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, GREEN ACRES LODGE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

17. PLAINTIFFS are informed and believe, and thereon allege, that ICC CONVALESCENT LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that ICC CONVALESCENT LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, ICC CONVALESCENT LLC maintains offices and conducts business in the County of Los Angeles, State of California.

18. PLAINTIFFS are informed and believe, and thereon allege, that IMPERIAL CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in the County of Los Angeles, State of California.

19. PLAINTIFFS are informed and believe, and thereon allege, that NORWALK HEALTHCARE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that NORWALK HEALTHCARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon

information and belief, NORWALK HEALTHCARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

20. PLAINTIFFS are informed and believe, and thereon allege, that LAUREL WELLNESS AND NURSING CENTER, LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that LAUREL WELLNESS AND NURSING CENTER, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, LAUREL WELLNESS AND NURSING CENTER, LLC maintains offices and conducts business in the County of Los Angeles, State of California.

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

22. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is, and at all times relevant hereto was, a limited partnership organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, LONGWOOD MANOR INVESTMENTS LP maintains offices and conducts business in the County of Los Angeles, State of California.

23. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are

further informed and believe, and thereon allege, that MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

24. PLAINTIFFS are informed and believe, and thereon allege, that MONTEREY CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that MONTEREY CARE CENTER, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, MONTEREY CARE CENTER, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

25. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that MONTROSE HEALTHCARE, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, MONTROSE HEALTHCARE, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

26. PLAINTIFFS are informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, NORTHRIDGE CARE CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

27. PLAINTIFFS are informed and believe, and thereon allege, that JRB INVESTMENTS LLC is, and at all times relevant hereto was, a corporation organized and

existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that JRB INVESTMENTS LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, JRB INVESTMENTS LLC maintains offices and conducts business in the County of Los Angeles, State of California.

28. PLAINTIFFS are informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, PARK ANAHEIM HEALTH CARE, LLC maintains offices and conducts business in the County of Los Angeles, State of California.

29. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, PICO RIVERA HEALTHCARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

30. PLAINTIFFS are informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, SAN GABRIEL CONVALESCENT CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

31. PLAINTIFFS are informed and believe, and thereon allege, that SHEA

HEALTHCARE CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that SHEA HEALTHCARE CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, SHEA HEALTHCARE CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

32. PLAINTIFFS are informed and believe, and thereon allege, that ABILITY HOMECARE, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that ABILITY HOMECARE, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, ABILITY HOMECARE, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

33. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

34. PLAINTIFFS are informed and believe, and thereon allege, that STUDIO CITY CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that STUDIO CITY CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, STUDIO CITY CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

35. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, SUNNYVIEW CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

36. PLAINTIFFS are informed and believe, and thereon allege, that VIEW PARK CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that VIEW PARK CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, VIEW PARK CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

37. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA HEALTHCARE LL is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that CANOGA HEALTHCARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CANOGA HEALTHCARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

38. PLAINTIFFS are informed and believe, and thereon allege, that TZIPPY CARE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that TZIPPY CARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, TZIPPY

CARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

39. PLAINTIFFS are informed and believe, and thereon allege, that HOSPICE CHEER is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that HOSPICE CHEER is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, HOSPICE CHEER maintains offices and conducts business in the County of Los Angeles, State of California.

40. PLAINTIFFS are informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, IRA DAVID ENTERPRISES LLC maintains offices and conducts business in the County of Los Angeles, State of California.

41. PLAINTIFFS are informed and believe, and thereon allege, that ADF INVESTMENTS LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that ADF INVESTMENTS LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, ADF INVESTMENTS LLC maintains offices and conducts business in the County of Los Angeles, State of California.

42. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California.

Specifically, upon information and belief, SAN DIMAS RETIREMENT CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

43. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. is, and at all times relevant hereto was, a limited partnership organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CROFTON MANOR ASSOCIATES, L.P. maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

46. Upon information and belief, at all relevant times herein, DEFENDANTS had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

47. Upon information and belief, at all relevant times herein, Defendant LONGWOOD

MANAGEMENT LLC was the parent corporation of and exercised financial control over Defendants ALDEN ENTERPRISES LLC.; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE CENTER LLC.; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA CARE CENTER. INC.; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC; MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTSLLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA HEALTHCARE CENTER, LLC, ABILITY HOMECARE, INC.; COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER LLC; AND CROFTON MANOR ASSOCIATES, L.P.

48. Upon information and belief, DEFENDANTS exercised control over PLAINTIFFS' and other AGGRIEVED EMPLOYEES' wages, hours, and working conditions by, *inter alia*, jointly creating, implementing, and enforcing uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding meal periods and rest periods, the wages to be paid to PLAINTIFFS and other AGGRIEVED EMPLOYEES, the hours to be worked by PLAINTIFFS and other AGGRIEVED EMPLOYEES, and the working conditions that PLAINTIFFS and other AGGRIEVED EMPLOYEES would be subject to, such as off-the-clock work and meal and rest period policies and practices that do not comply with California law.

49. Upon information and belief, at all relevant times herein, DEFENDANTS shared common management employees, owners, officers, and directors; DEFENDANTS used the same employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; DEFENDANTS used the same employment application at all of their facilities; DEFENDANTS used the same new hire packets and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to sign the same acknowledgments as part of PLAINTIFFS' and other AGGRIEVED EMPLOYEES' onboarding process; and DEFENDANTS used the same arbitration agreement at all of their facilities. Upon information and belief, at all relevant times herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets. Upon information and belief, at all relevant times herein, DEFENDANTS received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, DEFENDANTS shared the same agents for service of process. Upon information and belief, DEFENDANTS share the same legal counsel. Upon information and belief, at all relevant times herein, DEFENDANTS shared the same medical provider network and workers' compensation insurance. All DEFENDANTS shared the same corporate offices located at 4032 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90010. All DEFENDANTS share the same Chief Executive Officer and Chief Financial Officer, David Friedman. All DEFENDANTS share the same Secretary, Aaron Friedman. All DEFENDANTS share the same general counsel and agent for service of process, Douglas Loewy.

50. Upon information and belief, at all relevant times herein, Defendant LONGWOOD MANAGEMENT LLC provided administrative support services to Defendants ALDEN ENTERPRISES LLC.; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE CENTER LLC.; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC;

COLONIAL CARE CENTER, INC.; COVINA CARE CENTER. INC.; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC; MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTSLLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA HEALTHCARE CENTER, LLC, ABILITY HOMECARE, INC.; COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER LLC; AND CROFTON MANOR ASSOCIATES, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

51. Upon information and belief, at all relevant times herein, DEFENDANTS had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Defendant LONGWOOD MANAGEMENT LLC was not held liable for the acts of Defendants ALDEN ENTERPRISES LLC.; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE CENTER LLC.; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA CARE CENTER. INC.; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC;

MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTSLLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA HEALTHCARE CENTER, LLC, ABILITY HOMECARE, INC.; COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER LLC; AND CROFTON MANOR ASSOCIATES, L.P.

52. Upon information and belief, at all relevant times herein, DEFENDANTS exercised control over the wages, hours, and/or working conditions of PLAINTIFFS and other AGGRIEVED EMPLOYEES.

53. Upon information and belief, at all relevant times herein, DEFENDANTS retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of PLAINTIFFS and other AGGRIEVED EMPLOYEES.

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

55. PLAINTIFF LIWAG worked for DEFENDANTS at their Northridge Care Center facility, located at 7836 Reseda Boulevard, Reseda, California 91335. The entities listed on PLAINTIFF LIWAG's earning statements were "NORTHRIDGE CARE CENTER, INC. DBA NORTHRIDGE CARE CENTER," "NORTHRIDGE CARE CENTER INC DBA NORTHRIDGE CARE CENTER," and "NORTHRIDGE CARE CENTER LLC DBA NORTHRIDGE CARE CENTER". Accordingly, PLAINTIFF LIWAG was directly employed by

Defendant NORTHRIDGE CARE CENTER, INC.

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

57. PLAINTIFF MEDINA worked for DEFENDANTS at their Pico Rivera Healthcare Center facility, located at 9140 Verner Street, Pico Rivera, California 90660. The entity listed on PLAINTIFF MEDINA's earning statements was "PICO RIVERA HEALTHCARE LLC DBA PICO RIVERA HEALTHCARE CENTER". Accordingly, PLAINTIFF MEDINA was directly employed by Defendant PICO RIVERA HEALTHCARE, INC.

58. PLAINTIFF KAUR worked for DEFENDANTS at their Pico Rivera Healthcare Center facility, located at 9140 Verner Street, Pico Rivera, California 90660. The entity listed on PLAINTIFF KAUR's earning statements was "PICO RIVERA HEALTHCARE LLC DBA PICO RIVERA HEALTHCARE CENTER". The legal name of the hiring employer listed on the notice provided to PLAINTIFF KAUR, pursuant to Labor Code § 2810.5, was "Pico Rivera Healthcare, Inc." Accordingly, PLAINTIFF KAUR was directly employed by Defendant PICO RIVERA HEALTHCARE, INC.

59. Upon information and belief, DEFENDANTS jointly entered into a settlement agreement with the Department of Justice for their alleged joint violation of the False Claims Act, which included allegations of jointly submitting false claims to Medicare for rehabilitation therapy services that were not reasonable or necessary. The settlement resolved allegations that Defendant LONGWOOD MANAGEMENT LLC submitted false claims for rehabilitation therapy by engaging in a systematic effort to increase Medicare billings. Defendant LONGWOOD MANAGEMENT LLC allegedly knowingly submitted or caused the submission of false and fraudulent claims to Medicare for medically unreasonable and unnecessary Ultra High levels of

rehabilitation therapy for Medicare Part A residents. Defendant LONGWOOD MANAGEMENT LLC allegedly pressured therapists to increase the amount of therapy provided to patients to meet pre-planned targets for Medicare revenue. The settlement covers conduct that occurred at facilities operated by DEFENDANTS, including Defendants ARTESIA HEALTHCARE, INC., BURBANK HEALTHCARE LLC, MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, MONTROSE HEALTHCARE, INC., ABILITY HOMECARE, INC., CANOGA HEALTHCARE LLC, BURLINGTON CONVALESCENT HOSPITAL LLC, CHINO VALLEY REHABILITATION CENTER LLC, COLONIAL CARE CENTER, INC., COVINA CARE CENTER, INC., GREEN ACRES LODGE LLC, ICC CONVALESCENT LLC, IMPERIAL CREST HEALTHCARE CENTER, LLC, LAUREL WELLNESS AND NURSING CENTER, LLC, S.G.V. HEALTHCARE, INC., LONGWOOD MANOR INVESTMENTS LP, MONTEREY CARE CENTER, INC., NORWALK HEALTHCARE, INC., PARK ANAHEIM HEALTH CARE, LLC, PICO RIVERA HEALTHCARE LLC, SAN GABRIEL CONVALESCENT CENTER LLC, SHEA HEALTHCARE CENTER LLC, STUDIO CITY CONVALESCENT HOSPITAL LLC, SUNNYVIEW CONVALESCENT HOSPITAL LLC, VIEW PARK CONVALESCENT HOSPITAL LLC, and TZIPPY CARE LLC A true and correct copy of a Department of Justice press release regarding DEFENDANTS' settlement is attached hereto as **Exhibit A**.

60. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in

violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

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

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

PAGA REPRESENTATIVE ACTION ALLEGATIONS

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

64. Pursuant to Labor Code § 2699.3, PLAINTIFFS gave written notice by online filing on November 17, 2023 to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. Within sixty-five (65) calendar days of the November 17, 2023 postmark date of PLAINTIFFS' notice letters, the LWDA did not provide notice to PLAINTIFFS that it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFFS have complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

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FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

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

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

66. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

Failure to Provide Required Rest Periods

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

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

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

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Failure to Pay Overtime Wages

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

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

70. PLAINTIFFS and other AGGRIEVED EMPLOYEES are current and former non-exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001. At times relevant herein, DEFENDANTS failed to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, permitting or suffering PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to aggrieved employees; failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and other methods to be discovered.

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

Failure to Pay Minimum Wages

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

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

73. During the PENALTY PERIOD and in violation of California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all hours worked in a payroll period by, among other things: requiring, suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

Failure to Timely Pay Wages During Employment

[Cal. Labor Code § 204]

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

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

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

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

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

78. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

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

Failure to Furnish Accurate Itemized Wage Statements

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

80. At times relevant herein, DEFENDANTS routinely failed and continue to fail to provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and only the last four digits of his or her social security number or employee identification number, the name and address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable

hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001 § 7.

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

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

Failure to Maintain Required Records

[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]

83. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFFS and other AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

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

[Cal. Labor Code § 2802]

84. Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge

of her his or her duties, or of his or her obedience to the directions of the employer.

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

FIRST CAUSE OF ACTION

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

[Cal. Labor Code § 2698, *et seq*.]

(Against All DEFENDANTS)

86. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 86.

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

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

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

90. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically

provided, including but not limited to the following:

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

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

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

91. 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.

92. 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);

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

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

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

DATED: _____

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
JONNEL LIWAG, ALONDRA CORTEZ, MARITZA MEDINA, and JASPREET KAUR, individually, and on behalf of all other aggrieved employees

DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: _____

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
JONNEL LIWAG, ALONDRA CORTEZ, MARITZA MEDINA, and JASPREET KAUR, individually, and on behalf of all other aggrieved employees

EXHIBIT A

United States Department of Justice

THE UNITED STATES ATTORNEY'S OFFICE
CENTRAL DISTRICT of CALIFORNIA

U.S. Attorneys » Central District of California » News

Department of Justice

U.S. Attorney's Office

Central District of California

FOR IMMEDIATE RELEASE Monday, July 13, 2020

27 Skilled Nursing Facilities Controlled by Longwood Management Corp. to Pay $16.7 Million to Resolve Allegations of Inflated Medicare Bills

LOS ANGELES – Longwood Management Corporation and 27 affiliated skilled nursing facilities (Longwood) have agreed to resolve allegations that they violated the False Claims Act by submitting false claims to Medicare for rehabilitation therapy services that were not reasonable or necessary, the Department of Justice announced today. Longwood is headquartered in Los Angeles, and the 27 skilled nursing facilities are located in Southern California.

"Longwood's business plan called for substantial revenue from Medicare, and it pressured therapists to provide additional, unnecessary services when targets were not met," said United States Attorney Nick Hanna. "This case demonstrates the power of whistleblowers to shine a light on improper business practices and obtain significant recoveries on behalf of United States taxpayers."

"This settlement reflects the Department's continuing commitment to ensure that patients are receiving individualized healthcare services appropriate to their specific medical needs," said Acting Assistant Attorney General Ethan P. Davis for the Department of Justice's Civil Division. "When skilled nursing facilities provide rehabilitation therapy services based on maximizing revenue rather than the interests of their patients, we will hold them accountable."

The settlement resolves allegations that Longwood submitted false claims for rehabilitation therapy by engaging in a systematic effort to increase Medicare billings. Medicare reimburses skilled nursing facilities at a daily rate that reflects the skilled therapy and nursing needs of qualifying patients. The greater the patient's needs, the higher the level of Medicare reimbursement. The highest level of Medicare reimbursement for skilled nursing facilities is for "Ultra High" therapy patients, who require a minimum of 720 minutes of skilled therapy from two therapy disciplines (e.g., physical, occupational or speech therapy), one of which has to be provided five days a week.

Longwood allegedly knowingly submitted or caused the submission of false and fraudulent claims to Medicare for medically unreasonable and unnecessary Ultra High levels of rehabilitation therapy for Medicare Part A residents. Specifically, Longwood allegedly pressured therapists to increase the amount of therapy provided to patients to meet pre-planned targets for Medicare revenue. These targets were alleged

to have been set without regard to patients' individual therapy needs and could only be achieved by billing for a high percentage of patients at the Ultra High level.

The settlement covers conduct that occurred from May 1, 2008 through August 1, 2012 at six facilities: Alameda Care Center in Burbank, Burbank Rehabilitation Center, Magnolia Gardens Convalescent Hospital in Granada Hills, Montrose Healthcare Center, Sherman Oaks Health & Rehab Center, and West Hills Health & Rehab Center.

The settlement also covers conduct that occurred from January 1, 2006 through October 10, 2014 at 21 facilities: Burlington Convalescent Hospital in the Westlake District of Los Angeles, Chino Valley Rehabilitation Center LLC, Colonial Care Center in Long Beach, Covina Rehabilitation Center, Crenshaw Nursing Home, Green Acres Lodge in Rosemead, Imperial Care Center in Studio City, Imperial Crest Health Care Center in Hawthorne, Laurel Convalescent Hospital in Fontana, Live Oak Rehabilitation Center in San Gabriel, Longwood Manor Convalescent Hospital in the Mid-City District of Los Angeles, Monterey Care Center in Rosemead, Intercommunity Healthcare Center in Norwalk, Park Anaheim Healthcare Center, Pico Rivera Healthcare Center, San Gabriel Convalescent Center, Whittier Pacific Care Center, Studio City Rehabilitation Center, Sunnyview Care Center in the Pico Union District of Los Angeles, View Park Convalescent Center in Baldwin Hills, and Western Convalescent Hospital in the Jefferson Park District of Los Angeles.

Contemporaneous with the civil settlement, Longwood has entered into a five-year Corporate Integrity Agreement with the Department of Health and Human Services Office of Inspector General (HHS-OIG) that requires an independent review organization to annually assess the medical necessity and appropriateness of therapy services billed to Medicare.

"The government contended Longwood falsely claimed medically unreasonable and unnecessary levels of rehabilitation services at the expense of taxpayers," said Timothy B. DeFrancesca, Special Agent in Charge for the Office of Inspector General of the U.S. Department of Health and Human Services. "My agency's compliance agreement is designed to monitor claims to Medicare and prevent submission of false claims in the future."

The settlement partially resolves allegations brought in two lawsuits filed by whistleblowers under the *qui tam* provisions of the False Claims Act, which allows private parties to bring suit on behalf of the government and to share in any recovery. The whistleblowers – Judy Boyce, Benjamin Monsod and Keith Pennetti – will collectively receive $3,006,000 of the settlement proceeds.

The settlement was the result of a coordinated effort by the United States Attorney's Office for the Central District of California (Assistant United States Attorney John Lee of the Civil Fraud Section), the Civil Division of the Department of Justice, the United States Attorney's Office for the Northern District of Alabama, the U.S. Department of Health and Human Services Office of Inspector General, and the Defense Criminal Investigative Service.

The cases are captioned *United States ex rel. Pennetti v. Longwood Management Corp., et al.*, CV14-4133 (C.D. Cal.), and *United States ex rel. Boyce, Judy and Monsod, Benjamin v. Aegis Therapies, Inc., GGNSC Holdings LLC, and Longwood Management Corp.*, CV16-8050 (C.D. Cal.). The claims resolved by this agreement are allegations only and there has been no determination of liability.

Topic(s):
False Claims Act
Health Care Fraud

Component(s):
USAO - California, Central

Contact:
Thom Mrozek
Director of Media Relations
United States Attorney's Office
Central District of California (Los Angeles)
(213) 894-6947

Press Release Number:
20-123

Updated July 14, 2020

MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

November 30, 2023

Via Online Submission
California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified U.S. Mail – Return Receipt Requested
Longwood Management LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Fl 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Alden Enterprises LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Fl 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Artesia Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Broadway Manor Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Burbank Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Burlington Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Normandie/Wilshire Retirement Hotel LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Casa Bonita Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Chino Valley Rehabilitation Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Colonial Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Norwalk Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Covina Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Laurel Wellness and Nursing Center, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Green Acres Lodge LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
S.G.V. Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
ICC Convalescent LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Longwood Manor Investments LP
c/o Jacob Friedman
4032 Wilshire Blvd., 6th Fl.
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Imperial Crest Healthcare Center, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Magnolia Gardens Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Montrose Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Monterey Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Northridge Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Shea Healthcare Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
JRB Investments LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Ability Homecare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd. 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Park Anaheim Health Care, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Coldwater Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Pico Rivera Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Studio City Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
San Gabriel Convalescent Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Sunnyview Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Canoga Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
View Park Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Tzippy Care LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6

Via Certified U.S. Mail – Return Receipt Requested
ADF Investments LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6

Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Hospice Cheer
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
IRA David Enterprises LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
San Dimas Retirement Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Crofton Manor Associates, L.P.
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Alondra Cortez
Employers: Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Alondra Cortez ("Ms. Cortez"), who was jointly employed by Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. (collectively, "Longwood Management"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, which Ms. Cortez alleges Longwood Management has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes the written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Longwood Management in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Longwood Management. Enclosed please find a draft of Ms. Cortez's civil complaint, which is incorporated by reference into this notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitting a $75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

This letter also serves as notice of Ms. Cortez's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Cortez's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Longwood Management's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of pay for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees, in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174

and 1174.5 and Wage Order No. 5-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Ms. Cortez on behalf of herself and all other similarly-situated current and former non-exempt employees of Longwood Management in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; employees were not paid proper minimum and overtime wages for all hours worked as required by California law; and employees' wage statements failed to contain the name of their employer and applicable rates of pay.[1] Employees' wage statements were further inaccurate and failed to comply with California law given the overtime, meal period, and rest period violations and Longwood Management's failure to compensate its employees fully, as set forth above. In short, Longwood Management's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Cortez and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. Longwood Management failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Cortez's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Longwood Management consistently failed to provide Ms. Cortez and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Cortez and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Cortez and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

understaffed, Ms. Cortez's and other aggrieved employees' meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Coder § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Cortez and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of pay for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Cortez and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. Longwood Management failed to authorize and permit its employees to take required rest periods. Specifically, Longwood Management maintained a policy or practice of not authorizing and permitting Ms. Cortez and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Longwood Management consistently failed to authorize and permit Ms. Cortez and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Cortez's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Cortez and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Cortez and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Cortez and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Cortez and other aggrieved employees to remain on its premises during their rest breaks.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Cortez and other aggrieved employees one additional hour of pay at each employee's regular rate of pay for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

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

Ms. Cortez and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. Longwood Management failed to pay Ms. Cortez and other aggrieved employees minimum

wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Cortez and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Ms. Cortez and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Cortez and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Cortez and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Cortez and other aggrieved employees; failing to properly maintain Ms. Cortez's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Cortez and other aggrieved employees for each pay period; and other methods to be discovered.

Longwood Management's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Cortez and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Longwood Management failed to compensate Ms. Cortez and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Ms. Cortez and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Cortez and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Cortez and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Cortez and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Cortez and other aggrieved employees; failing to properly maintain Ms. Cortez's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Cortez and other aggrieved employees for each pay period; and other methods to be discovered. Longwood Management also failed to calculate the regular rate of pay for overtime purposes for Ms. Cortez and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Cortez and other aggrieved employees for all wages earned and all hours worked. Longwood Management's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Longwood Management failed to pay Ms. Cortez and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Cortez and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Cortez and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation, and required Ms. Cortez and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Cortez and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Ms. Cortez and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Longwood Management knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Cortez and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the

employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Longwood Management willfully failed to pay accrued wages and other compensation to Ms. Cortez and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Cortez and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Cortez and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation and through required meal breaks without compensation and failed to pay Ms. Cortez and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Longwood Management failed and continues to fail to pay the full earned and unpaid wages due to Ms. Cortez and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) requires every employer to furnish each of its employees an accurate itemized wage 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, (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 his 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 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Longwood Management failed to provide Ms. Cortez and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Cortez and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a) and Wage Order No. 5-2001, § 7.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, the wage statements provided to Ms. Cortez and other aggrieved employees failed to show the correct gross wages earned and net wages earned, in violation of Labor Code § 226(a)(1) and 226(a)(5). In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Cortez and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Ms. Cortez and other aggrieved employees failed to show the correct gross wages earned, net wages earned, and

total hours worked, in violation of Labor Code § 226(a)(1), 226(a)(2), and 226(a)(5). Longwood Management also did not properly calculate the regular rate of pay of Ms. Cortez and other aggrieved employees, as explained above. As a result, Ms. Cortez's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

Failure to Maintain Required Records

Longwood Management failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Cortez and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the regular rate of pay of aggrieved employees. Longwood Management also did not properly calculate the regular rate of pay of Ms. Cortez and other aggrieved employees.

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

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Longwood Management failed to indemnify Ms. Cortez and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Longwood Management, including but not limited to expenses for gait belts, shoes, scrubs, personal cell phones, and other employment-related expenses, in violation of Labor Code § 2802.

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This notice is hereby given to Longwood Management and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Longwood Management, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

At all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the joint employers of Ms. Cortez and other aggrieved employees. At all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care

LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were completely dominated by each other and each was the alter ego of the other.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview

Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared common management employees, owners, officers, and directors; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employee handbook at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employment application at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care

Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same new hire packets and orientation process at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. required Ms. Cortez and other aggrieved employees to sign the same acknowledgments as part of Ms. Cortez and other aggrieved employees' onboarding process; and Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same arbitration agreement at all of their facilities.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial

Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. commingled funds and other assets. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge

Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same agents for service of process. Upon information and belief, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. share the same legal counsel. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same medical provider network and workers' compensation insurance.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview

Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Longwood Management LLC was not held liable for the acts of Defendants Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview

Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. exercised control over the wages, hours, and/or working conditions of Ms. Cortez and other aggrieved employees.

Upon information and belief, at all relevant times herein, Defendant Longwood Management LLC retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of Ms. Cortez and other aggrieved employees.

Upon information and belief, at all relevant times herein, Ms. Cortez's and other aggrieved employees' hiring documents stated that Ms. Cortez and other aggrieved employees were employees of Longwood Management LLC. Upon information and belief, at all relevant times herein, Ms. Cortez's and other aggrieved employees' background check results were sent to Longwood Management LLC.

At all relevant times herein, Ms. Cortez and other aggrieved employees were employed by Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Ms. Cortez and other aggrieved employees all wages earned and due, through methods and schemes which include, but

are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly compensate Ms. Cortez and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

Ms. Cortez is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., each acting as agents and/or employees, and/or under the direction and control of each other and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Cortez's reasonable attempt to settle her dispute with Longwood Management prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Longwood Management of Ms. Cortez's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Cortez's demands.

Demand is hereby made that Longwood Management shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Longwood Management shall pay Ms. Cortez and all other similarly-situated persons employed by Longwood Management at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Longwood Management shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Longwood Management shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the and the number of employees who were required to pay for gait belts, shoes, scrubs, personal cell phones, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Longwood Management shall pay each employee one hour of pay at the regular rate of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Longwood Management also shall pay each employee one hour of pay at his or her regular rate of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Longwood Management shall reimburse those employees who were forced to pay for any business expenses incurred for Longwood Management benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Longwood Management shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Longwood Management shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Longwood Management shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq*., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Longwood Management require additional information regarding Ms. Cortez's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

Vanessa M. Rodriguez

Vanessa M. Rodriguez

Encl. [Draft] Complaint

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
MATTHEW W. GORDON (SBN 267971)
VANESSA M. RODRIGUEZ (SBN 316382)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs
JONNEL LIWAG, ALONDRA CORTEZ, MARITZA MEDINA, and JASPREET KAUR, 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; and JASPREET KAUR, an individual, on behalf of herself and all other aggrieved employees;

Plaintiffs,

vs.

LONGWOOD MANAGEMENT LLC, a California corporation; ALDEN ENTERPRISES LLC, a California corporation; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE CENTER LLC, a California corporation; BURBANK HEALTHCARE LLC, a California corporation; BURLINGTON CONVALESCENT HOSPITAL LLC, a California corporation; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a California corporation; CASA BONITA CONVALESCENT HOSPITAL LLC, a California corporation; CHINO VALLEY REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California corporation;

CASE NO.:

[DRAFT] 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

GREEN ACRES LODGE, INC., a California corporation; ICC CONVALESCENT LLC, a California corporation; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK HEALTHCARE LLC, a California corporation; LAUREL WELLNESS AND NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER LLC, a California corporation; JRB INVESTMENTS LLC, a California corporation; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE LLC, a California corporation; SAN GABRIEL CONVALESCENT CENTER LLC, a California corporation; SHEA HEALTHCARE CENTER LLC, a California corporation; ABILITY HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California corporation; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California corporation; VIEW PARK CONVALESCENT HOSPITAL LLC, a California corporation; CANOGA HEALTHCARE LLC, a California corporation; TZIPPY CARE LLC., a California corporation; HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES LLC, a California corporation; ADF INVESTMENTS LLC, a California corporation; SAN DIMAS RETIREMENT CENTER LLC, a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California limited partnership; and DOES 1 through 50, inclusive,

Defendants.

PLAINTIFF JONNEL LIWAG ("PLAINTIFF LIWAG"), ALONDRA CORTEZ ("PLAINTIFF CORTEZ"), MARITZA MEDINA ("PLAINTIFF MEDINA"), and JASPREET KAUR ("PLAINTIFF KAUR" and collectively with PLAINTIFF LIWAG, PLAINTIFF CORTEZ, and PLAINTIFF MEDINA as "PLAINTIFFS"), individually and on behalf of all other current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1 below) who worked for DEFENDANTS in the State of California at any time during the relevant statutory period ("AGGRIEVED EMPLOYEES"), hereby allege as follows:

INTRODUCTION

1. PLAINTIFFS bring this action on behalf of themselves, the State of California, and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT LLC, a California corporation; ALDEN ENTERPRISES LLC, a California corporation; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE CENTER LLC, a California corporation; BURBANK HEALTHCARE LLC, a California corporation; BURLINGTON CONVALESCENT HOSPITAL LLC, a California corporation; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a California corporation; CASA BONITA CONVALESCENT HOSPITAL LLC, a California corporation; CHINO VALLEY REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California corporation; GREEN ACRES LODGE, INC., a California corporation; ICC CONVALESCENT LLC, a California corporation; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK HEALTHCARE LLC, a California corporation; LAUREL WELLNESS AND NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER LLC, a California corporation; JRB INVESTMENTS LLC, a California corporation; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability company; PICO RIVERA

HEALTHCARE LLC, a California corporation; SAN GABRIEL CONVALESCENT CENTER LLC, a California corporation; SHEA HEALTHCARE CENTER LLC, a California corporation; ABILITY HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California corporation; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California corporation; VIEW PARK CONVALESCENT HOSPITAL LLC, a California corporation; CANOGA HEALTHCARE LLC, a California corporation; TZIPPY CARE LLC., a California corporation; HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES LLC, a California corporation; ADF INVESTMENTS LLC, a California corporation; SAN DIMAS RETIREMENT CENTER LLC, a California corporation; CROFTON MANOR ASSOCIATES, L.P.,; and DOES 1 through 50, inclusive, (collectively, "DEFENDANTS") to recover penalties arising from unpaid wages earned and due, including but not limited to unpaid and illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages due to discharged or quitting employees, failure to maintain required records, failure to provide accurate itemized wage statements, failure to timely pay wages during employment, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties.

JURISDICTION AND VENUE

2. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens and residents of, and/or regularly conduct business in, California. Further, no federal question is at issue because the claims are based solely on California law.

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

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PARTIES

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

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

6. PLAINTIFFS are informed and believe, and thereon allege, that ALDEN ENTERPRISES LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that ALDEN ENTERPRISES LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, ALDEN ENTERPRISES LLC maintains offices and conducts business in the County of Los Angeles, State of California.

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

8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY MANOR CARE CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and

believe, and thereon allege, that BROADWAY MANOR CARE CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, BROADWAY MANOR CARE CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

9. PLAINTIFFS are informed and believe, and thereon allege, that BURBANK HEALTHCARE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that BURBANK HEALTHCARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, BURBANK HEALTHCARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

10. PLAINTIFFS are informed and believe, and thereon allege, that BURLINGTON CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that BURLINGTON CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, BURLINGTON CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

11. PLAINTIFFS are informed and believe, and thereon allege, that NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, NORMANDIE/WILSHIRE RETIREMENT HOTEL, LLC, maintains offices and conducts business in the County of Los Angeles, State of California.

12. PLAINTIFFS are informed and believe, and thereon allege, that CASA BONITA

CONVALESCENT HOSPITALLLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that CASA BONITA CONVALESCENT HOSPITAL, LLC, is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CASA BONITA CONVALESCENT HOSPITALLLC, maintains offices and conducts business in the County of Los Angeles, State of California.

13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CHINO VALLEY REHABILITATION CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

14. PLAINTIFFS are informed and believe, and thereon allege, that COLONIAL CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that COLONIAL CARE CENTER, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, COLONIAL CARE CENTER, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business

in the County of Los Angeles, State of California.

16. PLAINTIFFS are informed and believe, and thereon allege, that GREEN ACRES LODGE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that GREEN ACRES LODGE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, GREEN ACRES LODGE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

17. PLAINTIFFS are informed and believe, and thereon allege, that ICC CONVALESCENT LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that ICC CONVALESCENT LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, ICC CONVALESCENT LLC maintains offices and conducts business in the County of Los Angeles, State of California.

18. PLAINTIFFS are informed and believe, and thereon allege, that IMPERIAL CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in the County of Los Angeles, State of California.

19. PLAINTIFFS are informed and believe, and thereon allege, that NORWALK HEALTHCARE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that NORWALK HEALTHCARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon

information and belief, NORWALK HEALTHCARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

20. PLAINTIFFS are informed and believe, and thereon allege, that LAUREL WELLNESS AND NURSING CENTER, LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that LAUREL WELLNESS AND NURSING CENTER, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, LAUREL WELLNESS AND NURSING CENTER, LLC maintains offices and conducts business in the County of Los Angeles, State of California.

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

22. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is, and at all times relevant hereto was, a limited partnership organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, LONGWOOD MANOR INVESTMENTS LP maintains offices and conducts business in the County of Los Angeles, State of California.

23. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are

further informed and believe, and thereon allege, that MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

24. PLAINTIFFS are informed and believe, and thereon allege, that MONTEREY CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that MONTEREY CARE CENTER, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, MONTEREY CARE CENTER, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

25. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that MONTROSE HEALTHCARE, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, MONTROSE HEALTHCARE, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

26. PLAINTIFFS are informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, NORTHRIDGE CARE CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

27. PLAINTIFFS are informed and believe, and thereon allege, that JRB INVESTMENTS LLC is, and at all times relevant hereto was, a corporation organized and

existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that JRB INVESTMENTS LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, JRB INVESTMENTS LLC maintains offices and conducts business in the County of Los Angeles, State of California.

28. PLAINTIFFS are informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, PARK ANAHEIM HEALTH CARE, LLC maintains offices and conducts business in the County of Los Angeles, State of California.

29. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, PICO RIVERA HEALTHCARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

30. PLAINTIFFS are informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, SAN GABRIEL CONVALESCENT CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

31. PLAINTIFFS are informed and believe, and thereon allege, that SHEA

HEALTHCARE CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that SHEA HEALTHCARE CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, SHEA HEALTHCARE CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

32. PLAINTIFFS are informed and believe, and thereon allege, that ABILITY HOMECARE, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that ABILITY HOMECARE, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, ABILITY HOMECARE, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

33. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

34. PLAINTIFFS are informed and believe, and thereon allege, that STUDIO CITY CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that STUDIO CITY CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, STUDIO CITY CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

35. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, SUNNYVIEW CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

36. PLAINTIFFS are informed and believe, and thereon allege, that VIEW PARK CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that VIEW PARK CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, VIEW PARK CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of Los Angeles, State of California.

37. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA HEALTHCARE LL is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that CANOGA HEALTHCARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CANOGA HEALTHCARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

38. PLAINTIFFS are informed and believe, and thereon allege, that TZIPPY CARE LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that TZIPPY CARE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, TZIPPY

CARE LLC maintains offices and conducts business in the County of Los Angeles, State of California.

39. PLAINTIFFS are informed and believe, and thereon allege, that HOSPICE CHEER is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that HOSPICE CHEER is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, HOSPICE CHEER maintains offices and conducts business in the County of Los Angeles, State of California.

40. PLAINTIFFS are informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, IRA DAVID ENTERPRISES LLC maintains offices and conducts business in the County of Los Angeles, State of California.

41. PLAINTIFFS are informed and believe, and thereon allege, that ADF INVESTMENTS LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that ADF INVESTMENTS LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, ADF INVESTMENTS LLC maintains offices and conducts business in the County of Los Angeles, State of California.

42. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER LLC is authorized to conduct business in the State of California, and does conduct business in the State of California.

Specifically, upon information and belief, SAN DIMAS RETIREMENT CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of California.

43. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. is, and at all times relevant hereto was, a limited partnership organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CROFTON MANOR ASSOCIATES, L.P. maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

46. Upon information and belief, at all relevant times herein, DEFENDANTS had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

47. Upon information and belief, at all relevant times herein, Defendant LONGWOOD

MANAGEMENT LLC was the parent corporation of and exercised financial control over Defendants ALDEN ENTERPRISES LLC.; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE CENTER LLC.; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA CARE CENTER. INC.; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC; MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTSLLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA HEALTHCARE CENTER, LLC, ABILITY HOMECARE, INC.; COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER LLC; AND CROFTON MANOR ASSOCIATES, L.P.

48. Upon information and belief, DEFENDANTS exercised control over PLAINTIFFS' and other AGGRIEVED EMPLOYEES' wages, hours, and working conditions by, *inter alia*, jointly creating, implementing, and enforcing uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding meal periods and rest periods, the wages to be paid to PLAINTIFFS and other AGGRIEVED EMPLOYEES, the hours to be worked by PLAINTIFFS and other AGGRIEVED EMPLOYEES, and the working conditions that PLAINTIFFS and other AGGRIEVED EMPLOYEES would be subject to, such as off-the-clock work and meal and rest period policies and practices that do not comply with California law.

49. Upon information and belief, at all relevant times herein, DEFENDANTS shared common management employees, owners, officers, and directors; DEFENDANTS used the same employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; DEFENDANTS used the same employment application at all of their facilities; DEFENDANTS used the same new hire packets and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to sign the same acknowledgments as part of PLAINTIFFS' and other AGGRIEVED EMPLOYEES' onboarding process; and DEFENDANTS used the same arbitration agreement at all of their facilities. Upon information and belief, at all relevant times herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets. Upon information and belief, at all relevant times herein, DEFENDANTS received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, DEFENDANTS shared the same agents for service of process. Upon information and belief, DEFENDANTS share the same legal counsel. Upon information and belief, at all relevant times herein, DEFENDANTS shared the same medical provider network and workers' compensation insurance. All DEFENDANTS shared the same corporate offices located at 4032 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90010. All DEFENDANTS share the same Chief Executive Officer and Chief Financial Officer, David Friedman. All DEFENDANTS share the same Secretary, Aaron Friedman. All DEFENDANTS share the same general counsel and agent for service of process, Douglas Loewy.

50. Upon information and belief, at all relevant times herein, Defendant LONGWOOD MANAGEMENT LLC provided administrative support services to Defendants ALDEN ENTERPRISES LLC.; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE CENTER LLC.; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC;

COLONIAL CARE CENTER, INC.; COVINA CARE CENTER. INC.; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC; MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTSLLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA HEALTHCARE CENTER, LLC, ABILITY HOMECARE, INC.; COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER LLC; AND CROFTON MANOR ASSOCIATES, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

51. Upon information and belief, at all relevant times herein, DEFENDANTS had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Defendant LONGWOOD MANAGEMENT LLC was not held liable for the acts of Defendants ALDEN ENTERPRISES LLC.; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE CENTER LLC.; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA CARE CENTER. INC.; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC;

MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTSLLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA HEALTHCARE CENTER, LLC, ABILITY HOMECARE, INC.; COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER LLC; AND CROFTON MANOR ASSOCIATES, L.P.

52. Upon information and belief, at all relevant times herein, DEFENDANTS exercised control over the wages, hours, and/or working conditions of PLAINTIFFS and other AGGRIEVED EMPLOYEES.

53. Upon information and belief, at all relevant times herein, DEFENDANTS retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of PLAINTIFFS and other AGGRIEVED EMPLOYEES.

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

55. PLAINTIFF LIWAG worked for DEFENDANTS at their Northridge Care Center facility, located at 7836 Reseda Boulevard, Reseda, California 91335. The entities listed on PLAINTIFF LIWAG's earning statements were "NORTHRIDGE CARE CENTER, INC. DBA NORTHRIDGE CARE CENTER," "NORTHRIDGE CARE CENTER INC DBA NORTHRIDGE CARE CENTER," and "NORTHRIDGE CARE CENTER LLC DBA NORTHRIDGE CARE CENTER". Accordingly, PLAINTIFF LIWAG was directly employed by

Defendant NORTHRIDGE CARE CENTER, INC.

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

57. PLAINTIFF MEDINA worked for DEFENDANTS at their Pico Rivera Healthcare Center facility, located at 9140 Verner Street, Pico Rivera, California 90660. The entity listed on PLAINTIFF MEDINA's earning statements was "PICO RIVERA HEALTHCARE LLC DBA PICO RIVERA HEALTHCARE CENTER". Accordingly, PLAINTIFF MEDINA was directly employed by Defendant PICO RIVERA HEALTHCARE, INC.

58. PLAINTIFF KAUR worked for DEFENDANTS at their Pico Rivera Healthcare Center facility, located at 9140 Verner Street, Pico Rivera, California 90660. The entity listed on PLAINTIFF KAUR's earning statements was "PICO RIVERA HEALTHCARE LLC DBA PICO RIVERA HEALTHCARE CENTER". The legal name of the hiring employer listed on the notice provided to PLAINTIFF KAUR, pursuant to Labor Code § 2810.5, was "Pico Rivera Healthcare, Inc." Accordingly, PLAINTIFF KAUR was directly employed by Defendant PICO RIVERA HEALTHCARE, INC.

59. Upon information and belief, DEFENDANTS jointly entered into a settlement agreement with the Department of Justice for their alleged joint violation of the False Claims Act, which included allegations of jointly submitting false claims to Medicare for rehabilitation therapy services that were not reasonable or necessary. The settlement resolved allegations that Defendant LONGWOOD MANAGEMENT LLC submitted false claims for rehabilitation therapy by engaging in a systematic effort to increase Medicare billings. Defendant LONGWOOD MANAGEMENT LLC allegedly knowingly submitted or caused the submission of false and fraudulent claims to Medicare for medically unreasonable and unnecessary Ultra High levels of

rehabilitation therapy for Medicare Part A residents. Defendant LONGWOOD MANAGEMENT LLC allegedly pressured therapists to increase the amount of therapy provided to patients to meet pre-planned targets for Medicare revenue. The settlement covers conduct that occurred at facilities operated by DEFENDANTS, including Defendants ARTESIA HEALTHCARE, INC., BURBANK HEALTHCARE LLC, MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, MONTROSE HEALTHCARE, INC., ABILITY HOMECARE, INC., CANOGA HEALTHCARE LLC, BURLINGTON CONVALESCENT HOSPITAL LLC, CHINO VALLEY REHABILITATION CENTER LLC, COLONIAL CARE CENTER, INC., COVINA CARE CENTER, INC., GREEN ACRES LODGE LLC, ICC CONVALESCENT LLC, IMPERIAL CREST HEALTHCARE CENTER, LLC, LAUREL WELLNESS AND NURSING CENTER, LLC, S.G.V. HEALTHCARE, INC., LONGWOOD MANOR INVESTMENTS LP, MONTEREY CARE CENTER, INC., NORWALK HEALTHCARE, INC., PARK ANAHEIM HEALTH CARE, LLC, PICO RIVERA HEALTHCARE LLC, SAN GABRIEL CONVALESCENT CENTER LLC, SHEA HEALTHCARE CENTER LLC, STUDIO CITY CONVALESCENT HOSPITAL LLC, SUNNYVIEW CONVALESCENT HOSPITAL LLC, VIEW PARK CONVALESCENT HOSPITAL LLC, and TZIPPY CARE LLC A true and correct copy of a Department of Justice press release regarding DEFENDANTS' settlement is attached hereto as **Exhibit A**.

60. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in

violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

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

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

PAGA REPRESENTATIVE ACTION ALLEGATIONS

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

64. Pursuant to Labor Code § 2699.3, PLAINTIFFS gave written notice by online filing on November 17, 2023 to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. Within sixty-five (65) calendar days of the November 17, 2023 postmark date of PLAINTIFFS' notice letters, the LWDA did not provide notice to PLAINTIFFS that it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFFS have complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

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FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

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

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

66. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

Failure to Provide Required Rest Periods

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

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

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

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Failure to Pay Overtime Wages

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

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

70. PLAINTIFFS and other AGGRIEVED EMPLOYEES are current and former non-exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001. At times relevant herein, DEFENDANTS failed to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, permitting or suffering PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to aggrieved employees; failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and other methods to be discovered.

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

Failure to Pay Minimum Wages

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

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

73. During the PENALTY PERIOD and in violation of California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all hours worked in a payroll period by, among other things: requiring, suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

Failure to Timely Pay Wages During Employment

[Cal. Labor Code § 204]

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

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

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

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

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

78. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

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

Failure to Furnish Accurate Itemized Wage Statements

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

80. At times relevant herein, DEFENDANTS routinely failed and continue to fail to provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and only the last four digits of his or her social security number or employee identification number, the name and address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable

hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001 § 7.

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

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

Failure to Maintain Required Records

[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]

83. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFFS and other AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

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

[Cal. Labor Code § 2802]

84. Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge

of her his or her duties, or of his or her obedience to the directions of the employer.

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

FIRST CAUSE OF ACTION

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

[Cal. Labor Code § 2698, *et seq*.]

(Against All DEFENDANTS)

86. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 86.

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

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

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

90. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically

provided, including but not limited to the following:

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

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

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

91. 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.

92. 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);

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

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

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

DATED: _____

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
JONNEL LIWAG, ALONDRA CORTEZ, MARITZA MEDINA, and JASPREET KAUR, individually, and on behalf of all other aggrieved employees

DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: _____

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
JONNEL LIWAG, ALONDRA CORTEZ, MARITZA MEDINA, and JASPREET KAUR, individually, and on behalf of all other aggrieved employees

EXHIBIT A

United States Department of Justice

THE UNITED STATES ATTORNEY'S OFFICE
CENTRAL DISTRICT of CALIFORNIA

U.S. Attorneys » Central District of California » News

Department of Justice

U.S. Attorney's Office

Central District of California

FOR IMMEDIATE RELEASE Monday, July 13, 2020

27 Skilled Nursing Facilities Controlled by Longwood Management Corp. to Pay $16.7 Million to Resolve Allegations of Inflated Medicare Bills

LOS ANGELES – Longwood Management Corporation and 27 affiliated skilled nursing facilities (Longwood) have agreed to resolve allegations that they violated the False Claims Act by submitting false claims to Medicare for rehabilitation therapy services that were not reasonable or necessary, the Department of Justice announced today. Longwood is headquartered in Los Angeles, and the 27 skilled nursing facilities are located in Southern California.

"Longwood's business plan called for substantial revenue from Medicare, and it pressured therapists to provide additional, unnecessary services when targets were not met," said United States Attorney Nick Hanna. "This case demonstrates the power of whistleblowers to shine a light on improper business practices and obtain significant recoveries on behalf of United States taxpayers."

"This settlement reflects the Department's continuing commitment to ensure that patients are receiving individualized healthcare services appropriate to their specific medical needs," said Acting Assistant Attorney General Ethan P. Davis for the Department of Justice's Civil Division. "When skilled nursing facilities provide rehabilitation therapy services based on maximizing revenue rather than the interests of their patients, we will hold them accountable."

The settlement resolves allegations that Longwood submitted false claims for rehabilitation therapy by engaging in a systematic effort to increase Medicare billings. Medicare reimburses skilled nursing facilities at a daily rate that reflects the skilled therapy and nursing needs of qualifying patients. The greater the patient's needs, the higher the level of Medicare reimbursement. The highest level of Medicare reimbursement for skilled nursing facilities is for "Ultra High" therapy patients, who require a minimum of 720 minutes of skilled therapy from two therapy disciplines (e.g., physical, occupational or speech therapy), one of which has to be provided five days a week.

Longwood allegedly knowingly submitted or caused the submission of false and fraudulent claims to Medicare for medically unreasonable and unnecessary Ultra High levels of rehabilitation therapy for Medicare Part A residents. Specifically, Longwood allegedly pressured therapists to increase the amount of therapy provided to patients to meet pre-planned targets for Medicare revenue. These targets were alleged

to have been set without regard to patients' individual therapy needs and could only be achieved by billing for a high percentage of patients at the Ultra High level.

The settlement covers conduct that occurred from May 1, 2008 through August 1, 2012 at six facilities: Alameda Care Center in Burbank, Burbank Rehabilitation Center, Magnolia Gardens Convalescent Hospital in Granada Hills, Montrose Healthcare Center, Sherman Oaks Health & Rehab Center, and West Hills Health & Rehab Center.

The settlement also covers conduct that occurred from January 1, 2006 through October 10, 2014 at 21 facilities: Burlington Convalescent Hospital in the Westlake District of Los Angeles, Chino Valley Rehabilitation Center LLC, Colonial Care Center in Long Beach, Covina Rehabilitation Center, Crenshaw Nursing Home, Green Acres Lodge in Rosemead, Imperial Care Center in Studio City, Imperial Crest Health Care Center in Hawthorne, Laurel Convalescent Hospital in Fontana, Live Oak Rehabilitation Center in San Gabriel, Longwood Manor Convalescent Hospital in the Mid-City District of Los Angeles, Monterey Care Center in Rosemead, Intercommunity Healthcare Center in Norwalk, Park Anaheim Healthcare Center, Pico Rivera Healthcare Center, San Gabriel Convalescent Center, Whittier Pacific Care Center, Studio City Rehabilitation Center, Sunnyview Care Center in the Pico Union District of Los Angeles, View Park Convalescent Center in Baldwin Hills, and Western Convalescent Hospital in the Jefferson Park District of Los Angeles.

Contemporaneous with the civil settlement, Longwood has entered into a five-year Corporate Integrity Agreement with the Department of Health and Human Services Office of Inspector General (HHS-OIG) that requires an independent review organization to annually assess the medical necessity and appropriateness of therapy services billed to Medicare.

"The government contended Longwood falsely claimed medically unreasonable and unnecessary levels of rehabilitation services at the expense of taxpayers," said Timothy B. DeFrancesca, Special Agent in Charge for the Office of Inspector General of the U.S. Department of Health and Human Services. "My agency's compliance agreement is designed to monitor claims to Medicare and prevent submission of false claims in the future."

The settlement partially resolves allegations brought in two lawsuits filed by whistleblowers under the *qui tam* provisions of the False Claims Act, which allows private parties to bring suit on behalf of the government and to share in any recovery. The whistleblowers – Judy Boyce, Benjamin Monsod and Keith Pennetti – will collectively receive $3,006,000 of the settlement proceeds.

The settlement was the result of a coordinated effort by the United States Attorney's Office for the Central District of California (Assistant United States Attorney John Lee of the Civil Fraud Section), the Civil Division of the Department of Justice, the United States Attorney's Office for the Northern District of Alabama, the U.S. Department of Health and Human Services Office of Inspector General, and the Defense Criminal Investigative Service.

The cases are captioned *United States ex rel. Pennetti v. Longwood Management Corp., et al.*, CV14-4133 (C.D. Cal.), and *United States ex rel. Boyce, Judy and Monsod, Benjamin v. Aegis Therapies, Inc., GGNSC Holdings LLC, and Longwood Management Corp.*, CV16-8050 (C.D. Cal.). The claims resolved by this agreement are allegations only and there has been no determination of liability.

Topic(s):
False Claims Act
Health Care Fraud

Component(s):
USAO - California, Central

Contact:
Thom Mrozek
Director of Media Relations
United States Attorney's Office
Central District of California (Los Angeles)
(213) 894-6947

Press Release Number:
20-123

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MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

November 30, 2023

Via Online Submission
California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified U.S. Mail – Return Receipt Requested
Burbank Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Longwood Management LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Fl 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Burlington Convalescent Hospital, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Alden Enterprises LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Fl 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Normandie/Wilshire Retirement Hotel LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Artesia Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Casa Bonita Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Broadway Manor Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Chino Valley Rehabilitation Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Colonial Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Norwalk Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Covina Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Laurel Wellness and Nursing Center, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Green Acres Lodge LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
S.G.V. Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
ICC Convalescent LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Longwood Manor Investments LP
c/o Jacob Friedman
4032 Wilshire Blvd., 6th Fl.
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Imperial Crest Healthcare Center, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Magnolia Gardens Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Montrose Healthcare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Monterey Care Center, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Northridge Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Shea Healthcare Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
JRB Investments LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Ability Homecare, Inc.
c/o Douglas Loewy
4032 Wilshire Blvd. 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Park Anaheim Health Care, LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Coldwater Care Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Pico Rivera Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Studio City Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
San Gabriel Convalescent Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Sunnyview Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Canoga Healthcare LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
View Park Convalescent Hospital LLC
c/o Douglas Loewy
4032 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Tzippy Care LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6

Via Certified U.S. Mail – Return Receipt Requested
ADF Investments LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6

Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Hospice Cheer
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
IRA David Enterprises LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
San Dimas Retirement Center LLC
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Via Certified U.S. Mail – Return Receipt Requested
Crofton Manor Associates, L.P.
c/o Douglas Loewy
4032 Wilshire Blvd. Floor 6
Los Angeles, CA 90010

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Maritza Medina
Employers: Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Maritza Medina ("Ms. Medina"), who was jointly employed by Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. (collectively, "Longwood Management"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, which Ms. Medina alleges Longwood Management has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes the written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Longwood Management in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Longwood Management. Enclosed please find a draft of Ms. Medina's civil complaint, which is incorporated by reference into this notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitting a $75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

This letter also serves as notice of Ms. Medina's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Medina's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Longwood Management's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of pay for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees, in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174

and 1174.5 and Wage Order No. 5-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Ms. Medina on behalf of herself and all other similarly-situated current and former non-exempt employees of Longwood Management in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; employees were not paid proper minimum and overtime wages for all hours worked as required by California law; and employees' wage statements failed to contain the name of their employer and applicable rates of pay.[1] Employees' wage statements were further inaccurate and failed to comply with California law given the overtime, meal period, and rest period violations and Longwood Management's failure to compensate its employees fully, as set forth above. In short, Longwood Management's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Medina and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. Longwood Management failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Medina's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Longwood Management consistently failed to provide Ms. Medina and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Medina and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Medina and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

Management was understaffed, Ms. Medina's and other aggrieved employees' meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Coder § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Medina and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of pay for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Medina and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. Longwood Management failed to authorize and permit its employees to take required rest periods. Specifically, Longwood Management maintained a policy or practice of not authorizing and permitting Ms. Medina and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Longwood Management consistently failed to authorize and permit Ms. Medina and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Medina's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Medina and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Medina and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Medina and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Medina and other aggrieved employees to remain on its premises during their rest breaks.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Medina and other aggrieved employees one additional hour of pay at each employee's regular rate of pay for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

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

Ms. Medina and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. Longwood Management failed to pay Ms. Medina and other aggrieved employees minimum

wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Medina and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Ms. Medina and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Medina and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Medina and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Medina and other aggrieved employees; failing to properly maintain Ms. Medina's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Medina and other aggrieved employees for each pay period; and other methods to be discovered.

Longwood Management's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Medina and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Longwood Management failed to compensate Ms. Medina and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Ms. Medina and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Medina and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Medina and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Medina and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Medina and other aggrieved employees; failing to properly maintain Ms. Medina's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Medina and other aggrieved employees for each pay period; and other methods to be discovered. Longwood Management also failed to calculate the regular rate of pay for overtime purposes for Ms. Medina and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Medina and other aggrieved employees for all wages earned and all hours worked. Longwood Management's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Longwood Management failed to pay Ms. Medina and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Medina and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Medina and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation, and required Ms. Medina and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Medina and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Ms. Medina and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Longwood Management knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Medina and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the

employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Longwood Management willfully failed to pay accrued wages and other compensation to Ms. Medina and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Medina and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Medina and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation and through required meal breaks without compensation and failed to pay Ms. Medina and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Longwood Management failed and continues to fail to pay the full earned and unpaid wages due to Ms. Medina and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) requires every employer to furnish each of its employees an accurate itemized wage 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, (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 his 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 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Longwood Management failed to provide Ms. Medina and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Medina and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a) and Wage Order No. 5-2001, § 7.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, the wage statements provided to Ms. Medina and other aggrieved employees failed to show the correct gross wages earned and net wages earned, in violation of Labor Code § 226(a)(1) and 226(a)(5). In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Medina and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Ms. Medina and other aggrieved employees failed to show the correct gross wages earned, net wages earned, and

total hours worked, in violation of Labor Code § 226(a)(1), 226(a)(2), and 226(a)(5). Longwood Management also did not properly calculate the regular rate of pay of Ms. Medina and other aggrieved employees, as explained above. As a result, Ms. Medina's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

Failure to Maintain Required Records

Longwood Management failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Medina and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the regular rate of pay of aggrieved employees. Longwood Management also did not properly calculate the regular rate of pay of Ms. Medina and other aggrieved employees.

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

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Longwood Management failed to indemnify Ms. Medina and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Longwood Management, including but not limited to expenses for gait belts, shoes, scrubs, personal cell phones, and other employment-related expenses, in violation of Labor Code § 2802.

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This notice is hereby given to Longwood Management and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Longwood Management, or any related or alter-ego company, corporation,

partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

At all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the joint employers of Ms. Medina and other aggrieved employees. At all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement

Center LLC; and Crofton Manor Associates, L.P. were completely dominated by each other and each was the alter ego of the other.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

Upon information and belief, at all relevant times herein, Longwood Management LLC was the parent corporation of and exercised financial control over Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview

Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared common management employees, owners, officers, and directors; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employee handbook at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employment application at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care

Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same new hire packets and orientation process at all of their facilities; Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. required Ms. Medina and other aggrieved employees to sign the same acknowledgments as part of Ms. Medina and other aggrieved employees' onboarding process; and Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same arbitration agreement at all of their facilities.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial

Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. commingled funds and other assets. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge

Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same agents for service of process. Upon information and belief, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. share the same legal counsel. Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same medical provider network and workers' compensation insurance.

Upon information and belief, at all relevant times herein, Longwood Management LLC provided administrative support services to Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio

City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Longwood Management LLC was not held liable for the acts of Defendants Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability

Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. exercised control over the wages, hours, and/or working conditions of Ms. Medina and other aggrieved employees.

Upon information and belief, at all relevant times herein, Defendant Longwood Management LLC retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of Ms. Medina and other aggrieved employees.

Upon information and belief, at all relevant times herein, Ms. Medina's and other aggrieved employees' hiring documents stated that Ms. Medina and other aggrieved employees were employees of Longwood Management LLC Upon information and belief, at all relevant times herein, Ms. Medina's and other aggrieved employees' background check results were sent to Longwood Management LLC.

At all relevant times herein, Ms. Medina and other aggrieved employees were employed by Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Ms. Medina and other

aggrieved employees all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly compensate Ms. Medina and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

Ms. Medina is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Longwood Management LLC; Alden Enterprises LLC.; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC.; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center. Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center, LLC, Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; IRA David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., each acting as agents and/or employees, and/or under the direction and control of each other and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Medina's reasonable attempt to settle her dispute with Longwood Management prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Longwood Management of Ms. Medina's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Medina's demands.

Demand is hereby made that Longwood Management shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Longwood Management shall pay Ms. Medina and all other similarly-situated persons employed by Longwood Management at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Longwood Management shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Longwood Management shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the and the number of employees who were required to pay for gait belts, shoes, scrubs, personal cell phones, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Longwood Management shall pay each employee one hour of pay at the regular rate of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Longwood Management also shall pay each employee one hour of pay at his or her regular rate of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Longwood Management shall reimburse those employees who were forced to pay for any business expenses incurred for Longwood Management benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Longwood Management shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Longwood Management shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Longwood Management shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq*., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Longwood Management require additional information regarding Ms. Medina's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

Vanessa M. Rodriguez

Vanessa M. Rodriguez

Encl. [Draft] Complaint

MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

February 23, 2024

Via Online Submission
California Labor & Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail - Return Receipt Requested and Email
Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Email: leslieabbott@paulhastings.com
chrisjalian@paulhastings.com

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Jason Tang
Employers: Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC;

Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Jason Tang ("Mr. Tang"), who was jointly employed by Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. (collectively, "Longwood Management"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, which Mr. Tang alleges Longwood Management has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes the written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Longwood Management in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Longwood Management. Enclosed please find a draft of Mr. Tang's civil complaint, which is incorporated by reference into this notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitting a $75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

This letter also serves as notice of Mr. Tang's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files

and hard-copy documents that are related to Mr. Tang's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Longwood Management's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of pay for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees, in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Mr. Tang on behalf of himself and all other similarly-situated current and former non-exempt employees of Longwood Management in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; employees were not paid proper minimum and overtime wages for all hours worked as required by California law; and employees' wage statements failed to contain the name of their employer and applicable rates of pay.[1] Employees' wage statements were further inaccurate and failed to comply with California law given the overtime, meal period, and rest period violations and Longwood Management's failure to compensate its employees fully, as set forth above. In short, Longwood Management's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Mr. Tang and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. Longwood Management failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Mr. Tang's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Longwood Management consistently failed to provide Mr. Tang and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Mr. Tang and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Mr. Tang and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Mr. Tang's and other aggrieved employees' meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Coder § 226.7 and Wage Order No. 5-2001 by failing to compensate Mr. Tang and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of pay for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Mr. Tang and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. Longwood Management failed to authorize and permit its employees to take required rest periods. Specifically, Longwood Management maintained a policy or practice of not authorizing and permitting Mr. Tang and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Longwood Management consistently failed to authorize and permit Mr. Tang and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Mr. Tang's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Mr. Tang and other aggrieved employees to stop their rest breaks and assist their co-workers. When Mr. Tang and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Mr. Tang and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Mr. Tang and other aggrieved employees to remain on its premises during their rest breaks.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Mr. Tang and other aggrieved employees one additional hour of pay at each employee's regular rate of pay for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

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

Mr. Tang and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. Longwood Management failed to pay Mr. Tang and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Tang and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Mr. Tang and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Mr. Tang and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Tang and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Mr. Tang and other aggrieved employees; failing to properly maintain Mr. Tang's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Mr. Tang and other aggrieved employees for each pay period; and other methods to be discovered.

Longwood Management's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Tang and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Longwood Management failed to compensate Mr. Tang and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Mr. Tang and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Tang and

other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Mr. Tang and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Tang and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Mr. Tang and other aggrieved employees; failing to properly maintain Mr. Tang's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Mr. Tang and other aggrieved employees for each pay period; and other methods to be discovered. Longwood Management also failed to calculate the regular rate of pay for overtime purposes for Mr. Tang and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Mr. Tang and other aggrieved employees for all wages earned and all hours worked. Longwood Management's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Longwood Management failed to pay Mr. Tang and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Mr. Tang and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Tang and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation, and required Mr. Tang and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Mr. Tang and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Mr. Tang and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Longwood Management knew it was required to pay overtime wages, yet on many occasions failed to pay Mr. Tang and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Longwood Management willfully failed to pay accrued wages and other compensation to Mr. Tang and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Mr. Tang and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Tang and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation and through required meal breaks without compensation and failed to pay Mr. Tang and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Longwood Management failed and continues to fail to pay the full earned and unpaid wages due to Mr. Tang and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) requires every employer to furnish each of its employees an accurate itemized wage 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, (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 his 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 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Longwood Management failed to provide Mr. Tang and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Mr. Tang and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a) and Wage Order No. 5-2001, § 7.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, the wage statements provided to Mr. Tang and other aggrieved employees failed to show the correct gross wages earned and net wages earned, in violation of Labor Code § 226(a)(1) and 226(a)(5). In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Mr. Tang and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Mr. Tang and other aggrieved employees failed to show the correct gross wages earned, net wages earned, and total hours worked, in violation of Labor Code § 226(a)(1), 226(a)(2), and 226(a)(5). Longwood Management also did not properly calculate the regular rate of pay of Mr. Tang and other aggrieved employees, as explained above. As a result, Mr. Tang's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

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

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Longwood Management failed to indemnify Mr. Tang and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Longwood Management, including but not limited to expenses for gait belts, shoes, scrubs, personal cell phones, and other employment-related expenses, in violation of Labor Code § 2802.

***

This notice is hereby given to Longwood Management and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Longwood Management, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

At all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC;

ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.were the joint employers of Mr. Tang and other aggrieved employees. At all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were completely dominated by each other and each was the alter ego of the other.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw

Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared common management employees, owners, officers, and directors; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.;

Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employee handbook at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employment application at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V.

Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same new hire packets and orientation process at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. required Mr. Tang and other aggrieved employees to sign the same acknowledgments as part of Mr. Tang and other aggrieved employees' onboarding process; and Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same arbitration agreement at all of their facilities.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital

LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. commingled funds and other assets. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent

Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same agents for service of process. Upon information and belief, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. share the same legal counsel. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same medical provider network and workers' compensation insurance.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care

Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Longwood Management LLC was not held liable for the acts of Defendants Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital

LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. exercised control over the wages, hours, and/or working conditions of Mr. Tang and other aggrieved employees.

Upon information and belief, at all relevant times herein, Defendant Longwood Management LLC retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of Mr. Tang and other aggrieved employees.

Upon information and belief, at all relevant times herein, Mr. Tang's and other aggrieved employees' hiring documents stated that Mr. Tang and other aggrieved employees were employees of Longwood Management LLC. Upon information and belief, at all relevant times herein, Mr. Tang's and other aggrieved employees' background check results were sent to Longwood Management LLC.

At all relevant times herein, Mr. Tang and other aggrieved employees were employed by Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City

Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Mr. Tang and other aggrieved employees all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly compensate Mr. Tang and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

Mr. Tang is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., each acting as agents and/or employees, and/or under the direction and control of each other and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Mr. Tang's reasonable attempt to settle her dispute with Longwood Management prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Longwood Management of Mr. Tang's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Mr. Tang's demands.

Demand is hereby made that Longwood Management shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Longwood Management shall pay Mr. Tang and all other similarly-situated persons employed by Longwood Management at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Longwood Management shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Longwood Management shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the and the number of employees who were required to pay for gait belts, shoes, scrubs, personal cell phones, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Longwood Management shall pay each employee one hour of pay at the regular rate of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Longwood Management also shall pay each employee one hour of pay at his or her regular rate of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Longwood Management shall reimburse those employees who were forced to pay for any business expenses incurred for Longwood Management benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Longwood Management shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Longwood Management shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Longwood Management shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq*., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Longwood Management require additional information regarding Mr. Tang's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

Vanessa M. Rodriguez

Encl. [Draft] Complaint

Vanessa M. Rodriguez

MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

February 23, 2024

Via Online Submission
California Labor & Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail - Return Receipt Requested and Email
Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Email: leslieabbott@paulhastings.com
chrisjalian@paulhastings.com

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Lexus Torrea Butler
Employers: Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care

Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Lexus Torrea Butler ("Ms. Butler"), who was jointly employed by Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. (collectively, "Longwood Management"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, which Ms. Butler alleges Longwood Management has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes the written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Longwood Management in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Longwood Management. Enclosed please find a draft of Ms. Butler's civil complaint, which is incorporated by reference into this

notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitting a $75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

This letter also serves as notice of Ms. Butler's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Butler's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Longwood Management's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of pay for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees, in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Ms. Butler on behalf of herself and all other similarly-situated current and former non-exempt employees of Longwood Management in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; employees were not paid proper minimum and overtime wages for all hours worked as required by California law; and employees' wage statements failed to contain the name of their employer and applicable rates of pay.[1] Employees' wage statements were further inaccurate and failed to comply with California law given the overtime, meal period, and rest period violations and Longwood Management's failure to compensate its employees fully, as set forth above. In short, Longwood Management's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Butler and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. Longwood Management failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Butler's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Longwood Management consistently failed to provide Ms. Butler and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Butler and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Butler and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Butler's and other aggrieved employees' meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Coder § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Butler and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of pay for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Butler and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. Longwood Management failed to authorize and permit its employees to take required rest periods. Specifically, Longwood Management maintained a policy or practice of not authorizing and permitting Ms. Butler and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Longwood Management consistently failed to authorize and permit Ms. Butler and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Butler's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Butler and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Butler and other aggrieved employees

were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Butler and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Butler and other aggrieved employees to remain on its premises during their rest breaks.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Butler and other aggrieved employees one additional hour of pay at each employee's regular rate of pay for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

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

Ms. Butler and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. Longwood Management failed to pay Ms. Butler and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Butler and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Butler and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Butler and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Butler and other aggrieved employees; failing to properly maintain Ms. Butler's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Butler and other aggrieved employees for each pay period; and other methods to be discovered.

Longwood Management's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Butler and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Longwood Management failed to compensate Ms. Butler and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or

double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Ms. Butler and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Butler and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Butler and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Butler and other aggrieved employees; failing to properly maintain Ms. Butler's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Butler and other aggrieved employees for each pay period; and other methods to be discovered. Longwood Management also failed to calculate the regular rate of pay for overtime purposes for Ms. Butler and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Butler and other aggrieved employees for all wages earned and all hours worked. Longwood Management's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Longwood Management failed to pay Ms. Butler and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Butler and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation, and required Ms. Butler and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Butler and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Ms. Butler and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period

following the payroll period in which the overtime wages were earned. Longwood Management knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Butler and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Longwood Management willfully failed to pay accrued wages and other compensation to Ms. Butler and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Butler and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation and through required meal breaks without compensation and failed to pay Ms. Butler and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Longwood Management failed and continues to fail to pay the full earned and unpaid wages due to Ms. Butler and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) requires every employer to furnish each of its employees an accurate itemized wage 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, (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 his 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 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Longwood Management failed to provide Ms. Butler and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Butler and other aggrieved employees, and all applicable hourly rates in effect during each pay

period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a) and Wage Order No. 5-2001, § 7.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, the wage statements provided to Ms. Butler and other aggrieved employees failed to show the correct gross wages earned and net wages earned, in violation of Labor Code § 226(a)(1) and 226(a)(5). In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Ms. Butler and other aggrieved employees failed to show the correct gross wages earned, net wages earned, and total hours worked, in violation of Labor Code § 226(a)(1), 226(a)(2), and 226(a)(5). Longwood Management also did not properly calculate the regular rate of pay of Ms. Butler and other aggrieved employees, as explained above. As a result, Ms. Butler's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

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

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Longwood Management failed to indemnify Ms. Butler and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Longwood Management, including but not limited to expenses for gait belts, shoes, scrubs, personal cell phones, and other employment-related expenses, in violation of Labor Code § 2802.

***

This notice is hereby given to Longwood Management and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Longwood Management, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

At all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the joint employers of Ms. Butler and other aggrieved employees. At all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were completely dominated by each other and each was the alter ego of the other.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC;

and Crofton Manor Associates, L.P. shared common management employees, owners, officers, and directors; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employee handbook at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employment application at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor

Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same new hire packets and orientation process at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. required Ms. Butler and other aggrieved employees to sign the same acknowledgments as part of Ms. Butler and other aggrieved employees' onboarding process; and Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same arbitration agreement at all of their facilities.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC;

Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. commingled funds and other assets. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.;

Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same agents for service of process. Upon information and belief, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. share the same legal counsel. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same medical provider network and workers' compensation insurance.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare

Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino

Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. exercised control over the wages, hours, and/or working conditions of Ms. Butler and other aggrieved employees.

Upon information and belief, at all relevant times herein, Defendant Longwood Management LLC retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of Ms. Butler and other aggrieved employees.

Upon information and belief, at all relevant times herein, Ms. Butler's and other aggrieved employees' hiring documents stated that Ms. Butler and other aggrieved employees were employees of Longwood Management LLC. Upon information and belief, at all relevant times herein, Ms. Butler's and other aggrieved employees' background check results were sent to Longwood Management LLC.

At all relevant times herein, Ms. Butler and other aggrieved employees were employed by Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor

Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Ms. Butler and other aggrieved employees all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly compensate Ms. Butler and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

Ms. Butler is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., each acting as agents and/or employees, and/or under the direction and control of each other and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Butler's reasonable attempt to settle her dispute with Longwood Management prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Longwood Management of Ms. Butler's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Butler's demands.

Demand is hereby made that Longwood Management shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Longwood Management shall pay Ms. Butler and all other similarly-situated persons employed by Longwood Management at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Longwood Management shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Longwood Management shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the and the number of employees who were required to pay for gait belts, shoes, scrubs, personal cell phones, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Longwood Management shall pay each employee one hour of pay at the regular rate of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Longwood Management also shall pay each employee one hour of pay at his or her regular rate of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Longwood Management shall reimburse those employees who were forced to pay for any business expenses incurred for Longwood Management benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Longwood Management shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Longwood Management shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Longwood Management shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq*., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 5-2001, § 20.

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If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Longwood Management require additional information regarding Ms. Butler's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

Vanessa M. Rodriguez

Vanessa M. Rodriguez

Encl. [Draft] Complaint

MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

February 23, 2024

Via Online Submission
California Labor & Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail - Return Receipt Requested and Email
Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Email: leslieabbott@paulhastings.com
chrisjalian@paulhastings.com

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Phyllis Johnson
Employers: Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa

Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Phyllis Johnson ("Ms. Johnson"), who was jointly employed by Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. (collectively, "Longwood Management"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, which Ms. Johnson alleges Longwood Management has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes the written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Longwood Management in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Longwood Management. Enclosed please find a draft of Ms. Johnson's civil complaint, which is incorporated by reference into this notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitting a $75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

This letter also serves as notice of Ms. Johnson's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Johnson's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Longwood Management's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of pay for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees, in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Ms. Johnson on behalf of herself and all other similarly-situated current and former non-exempt employees of Longwood Management in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; employees were not paid proper minimum and overtime wages for all hours worked as required by California law; and employees' wage statements failed to contain the name of their employer and applicable rates of pay.[1] Employees' wage statements were further inaccurate and failed to comply with California law given the overtime, meal period, and rest period violations and Longwood Management's failure to compensate its employees fully, as set forth above. In short, Longwood Management's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Johnson and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. Longwood Management failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Johnson's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Longwood Management consistently failed to provide Ms. Johnson and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Johnson and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Johnson and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Johnson's and other aggrieved employees' meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Coder § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Johnson and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of pay for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Johnson and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. Longwood Management failed to authorize and permit its employees to take required rest periods. Specifically, Longwood Management maintained a policy or practice of not authorizing and permitting Ms. Johnson and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Longwood Management consistently failed to authorize and permit Ms. Johnson and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Johnson's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Johnson and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Johnson and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize

and permit Ms. Johnson and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Johnson and other aggrieved employees to remain on its premises during their rest breaks.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Johnson and other aggrieved employees one additional hour of pay at each employee's regular rate of pay for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

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

Ms. Johnson and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. Longwood Management failed to pay Ms. Johnson and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Johnson and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Ms. Johnson and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Johnson and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Johnson and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Johnson and other aggrieved employees; failing to properly maintain Ms. Johnson's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Johnson and other aggrieved employees for each pay period; and other methods to be discovered.

Longwood Management's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Johnson and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Longwood Management failed to compensate Ms. Johnson and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or

double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Ms. Johnson and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Johnson and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Johnson and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Johnson and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Johnson and other aggrieved employees; failing to properly maintain Ms. Johnson's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Johnson and other aggrieved employees for each pay period; and other methods to be discovered. Longwood Management also failed to calculate the regular rate of pay for overtime purposes for Ms. Johnson and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Johnson and other aggrieved employees for all wages earned and all hours worked. Longwood Management's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Longwood Management failed to pay Ms. Johnson and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Johnson and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Johnson and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation, and required Ms. Johnson and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Johnson and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Ms. Johnson and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period

following the payroll period in which the overtime wages were earned. Longwood Management knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Johnson and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Longwood Management willfully failed to pay accrued wages and other compensation to Ms. Johnson and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Johnson and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Johnson and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation and through required meal breaks without compensation and failed to pay Ms. Johnson and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Longwood Management failed and continues to fail to pay the full earned and unpaid wages due to Ms. Johnson and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) requires every employer to furnish each of its employees an accurate itemized wage 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, (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 his 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 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Longwood Management failed to provide Ms. Johnson and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Johnson and other aggrieved employees, and all applicable hourly rates in effect

during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a) and Wage Order No. 5-2001, § 7.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, the wage statements provided to Ms. Johnson and other aggrieved employees failed to show the correct gross wages earned and net wages earned, in violation of Labor Code § 226(a)(1) and 226(a)(5). In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Johnson and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Ms. Johnson and other aggrieved employees failed to show the correct gross wages earned, net wages earned, and total hours worked, in violation of Labor Code § 226(a)(1), 226(a)(2), and 226(a)(5). Longwood Management also did not properly calculate the regular rate of pay of Ms. Johnson and other aggrieved employees, as explained above. As a result, Ms. Johnson's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

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

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Longwood Management failed to indemnify Ms. Johnson and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Longwood Management, including but not limited to expenses for gait belts, shoes, scrubs, personal cell phones, and other employment-related expenses, in violation of Labor Code § 2802.

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This notice is hereby given to Longwood Management and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Longwood Management, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

At all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were completely dominated by each other and each was the alter ego of the other.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC;

and Crofton Manor Associates, L.P. had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared common management employees, owners, officers, and directors; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments

LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employee handbook at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employment application at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same new hire packets and orientation process at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises

LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. required Ms. Johnson and other aggrieved employees to sign the same acknowledgments as part of Ms. Johnson and other aggrieved employees' onboarding process; and Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same arbitration agreement at all of their facilities.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center

LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. commingled funds and other assets. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same agents for service of process. Upon information and belief, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.;

Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. share the same legal counsel. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same medical provider network and workers' compensation insurance.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor

Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Longwood Management LLC was not held liable for the acts of Defendants Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. exercised control over the wages, hours, and/or working conditions of Ms. Johnson and other aggrieved employees.

Upon information and belief, at all relevant times herein, Defendant Longwood Management LLC retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of Ms. Johnson and other aggrieved employees.

Upon information and belief, at all relevant times herein, Ms. Johnson's and other aggrieved employees' hiring documents stated that Ms. Johnson and other aggrieved employees were employees of Longwood Management LLC. Upon information and belief, at all relevant times herein, Ms. Johnson's and other aggrieved employees' background check results were sent to Longwood Management LLC.

At all relevant times herein, Ms. Johnson and other aggrieved employees were employed by Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Ms. Johnson and other aggrieved employees all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly

compensate Ms. Johnson and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

Ms. Johnson is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., each acting as agents and/or employees, and/or under the direction and control of each other and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Johnson's reasonable attempt to settle her dispute with Longwood Management prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Longwood Management of Ms. Johnson's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Johnson's demands.

Demand is hereby made that Longwood Management shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Longwood Management shall pay Ms. Johnson and all other similarly-situated persons employed by Longwood Management at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Longwood Management shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Longwood Management shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the and the number of employees who were required to pay for gait belts, shoes, scrubs, personal cell phones, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Longwood Management shall pay each employee one hour of pay at the regular rate of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Longwood Management also shall pay each employee one hour of pay at his or her regular rate of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Longwood Management shall reimburse those employees who were forced to pay for any business expenses incurred for Longwood Management benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Longwood Management shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Longwood Management shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Longwood Management shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq*., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Longwood Management require additional information regarding Ms. Johnson's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

Vanessa M. Rodriguez

Vanessa M. Rodriguez

Encl. [Draft] Complaint

MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

February 27, 2024

Via Online Submission
California Labor & Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail - Return Receipt Requested and Email
Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Email: leslieabbott@paulhastings.com
chrisjalian@paulhastings.com

Re: Amended Notice Pursuant to California Labor Code § 2699.3
LWDA Case No.: LWDA-CM-1012952-24
Employee: Lexus Torrea Butler

Employers: Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Lexus Torrea Butler ("Ms. Butler"), who was jointly employed by Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. (collectively, "Longwood Management"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, which Ms. Butler alleges Longwood Management has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes the written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Longwood Management in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against

Longwood Management. Enclosed please find a draft of Ms. Butler's civil complaint, which is incorporated by reference into this notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitted a $75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

This letter also serves as notice of Ms. Butler's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Butler's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Longwood Management's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of pay for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees, in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224. This notice amends the PAGA claim notice filed by Ms. Butler on February 23, 2024, LWDA Case No. LWDA-CM-1012952-24 to replace employer Crenshaw Enterprises, Inc. with Crenshaw Nursing Home LLC.

The allegations made by Ms. Butler on behalf of herself and all other similarly-situated current and former non-exempt employees of Longwood Management in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; employees were not paid proper minimum and overtime wages for all hours worked as required by California law; and employees' wage statements failed to contain the name of their employer and applicable rates of pay.[1] Employees' wage statements were further inaccurate and failed to comply with California law given the overtime, meal period, and rest period violations and Longwood Management's failure to compensate its employees fully, as set forth above. In short, Longwood Management's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Ms. Butler and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. Longwood Management failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Butler's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Longwood Management consistently failed to provide Ms. Butler and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Butler and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Butler and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Butler's and other aggrieved employees' meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Coder § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Butler and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of pay for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Butler and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. Longwood Management failed to authorize and permit its employees to take required rest periods. Specifically, Longwood Management maintained a policy or practice of not authorizing and permitting Ms. Butler and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Longwood Management consistently failed to authorize and permit Ms. Butler and other similarly-situated individuals to take rest breaks.

Because Longwood Management was understaffed, Ms. Butler's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Butler and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Butler and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Butler and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Butler and other aggrieved employees to remain on its premises during their rest breaks.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Butler and other aggrieved employees one additional hour of pay at each employee's regular rate of pay for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

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

Ms. Butler and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. Longwood Management failed to pay Ms. Butler and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Butler and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Butler and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Butler and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Butler and other aggrieved employees; failing to properly maintain Ms. Butler's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Butler and other aggrieved employees for each pay period; and other methods to be discovered.

Longwood Management's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Butler and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Longwood Management failed to compensate Ms. Butler and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Ms. Butler and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts; requiring, suffering or permitting Ms. Butler and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Butler and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Butler and other aggrieved employees; failing to properly maintain Ms. Butler's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Butler and other aggrieved employees for each pay period; and other methods to be discovered. Longwood Management also failed to calculate the regular rate of pay for overtime purposes for Ms. Butler and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Butler and other aggrieved employees for all wages earned and all hours worked. Longwood Management's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Longwood Management failed to pay Ms. Butler and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Butler and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation, and required Ms. Butler and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Butler and other aggrieved employees

premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Ms. Butler and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Longwood Management knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Butler and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

Longwood Management willfully failed to pay accrued wages and other compensation to Ms. Butler and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Butler and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, without compensation and through required meal breaks without compensation and failed to pay Ms. Butler and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Longwood Management failed and continues to fail to pay the full earned and unpaid wages due to Ms. Butler and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) requires every employer to furnish each of its employees an accurate itemized wage 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, (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 his 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 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Longwood Management failed to provide Ms. Butler and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Butler and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a) and Wage Order No. 5-2001, § 7.

Specifically, Longwood Management had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Longwood Management knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, the wage statements provided to Ms. Butler and other aggrieved employees failed to show the correct gross wages earned and net wages earned, in violation of Labor Code § 226(a)(1) and 226(a)(5). In addition, Longwood Management had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Butler and other similarly-situated individuals to undergo temperature checks both before clocking in for the start of their scheduled shifts and after clocking out at the end of their scheduled shifts, and was not properly compensating its employees for all hours worked, yet Longwood Management knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Ms. Butler and other aggrieved employees failed to show the correct gross wages earned, net wages earned, and total hours worked, in violation of Labor Code § 226(a)(1), 226(a)(2), and 226(a)(5). Longwood Management also did not properly calculate the regular rate of pay of Ms. Butler and other aggrieved employees, as explained above. As a result, Ms. Butler's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

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

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Longwood Management failed to indemnify Ms. Butler and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Longwood Management, including but not limited to expenses for gait belts, shoes, scrubs, personal cell phones, and other employment-related expenses, in violation of Labor Code § 2802.

***

This notice is hereby given to Longwood Management and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Longwood Management, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

At all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the joint employers of Ms. Butler and other aggrieved employees. At all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent

Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. were completely dominated by each other and each was the alter ego of the other.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had an interrelation of operations, common management, centralized control of labor relations, and common ownership and financial control.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V.

Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared common management employees, owners, officers, and directors; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employee handbook at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. implemented uniform wage and hour policies, practices, and procedures at all of their facilities, including, but not limited to the same policies regarding hiring, firing, and training employees; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim

Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same employment application at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same new hire packets and orientation process at all of their facilities; Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. required Ms. Butler and other aggrieved employees to sign the same acknowledgments as part of Ms. Butler and other aggrieved employees' onboarding process; and Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC;

View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. used the same arbitration agreement at all of their facilities.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared overhead costs, assets, and annual revenues. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. commingled funds and other assets. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises

LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. received goods and services, such as medical supplies, from the same businesses. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same agents for service of process. Upon information and belief, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. share the same legal counsel. Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. shared the same medical provider network and workers' compensation insurance.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. Upon information and belief, such administrative support services included, but were not limited to, bookkeeping and accounting, billing and collections, property maintenance, human resources, and legal consulting.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. had such a unity of interest and ownership that their separate personalities no longer exist. An inequitable result would follow if Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice

Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P.

Upon information and belief, at all relevant times herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. exercised control over the wages, hours, and/or working conditions of Ms. Butler and other aggrieved employees.

Upon information and belief, at all relevant times herein, Defendant Longwood Management LLC retained or assumed a general right of control over the hiring, direction, supervision, discipline, discharge, and day-to-day aspects of the working conditions of Ms. Butler and other aggrieved employees.

Upon information and belief, at all relevant times herein, Ms. Butler's and other aggrieved employees' hiring documents stated that Ms. Butler and other aggrieved employees were employees of Longwood Management LLC. Upon information and belief, at all relevant times herein, Ms. Butler's and other aggrieved employees' background check results were sent to Longwood Management LLC.

At all relevant times herein, Ms. Butler and other aggrieved employees were employed by Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P. under employment agreements that were partly written, partly oral, and partly implied. In perpetrating

the acts and omissions alleged herein, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Ms. Butler and other aggrieved employees all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and rest period premium payments; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay wages during employment; failing to properly compensate Ms. Butler and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

Ms. Butler is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Longwood Management LLC; Longwood Enterprises LLC; Alden Enterprises LLC; Artesia Healthcare, Inc.; Broadway Manor Care Center LLC; Burbank Healthcare LLC; Burlington Convalescent Hospital LLC; Normandie/Wilshire Retirement Hotel LLC; Casa Bonita Convalescent Hospital LLC; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Nursing Home LLC; Green Acres Lodge LLC; ICC Convalescent LLC; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare LLC; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments L.P.; Magnolia Gardens Convalescent Hospital LLC; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center LLC.; JRB Investments LLC; Park Anaheim Health Care, LLC; Pico Rivera Healthcare LLC; San Gabriel Convalescent Center LLC; Shea Healthcare Center LLC; Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital LLC; Sunnyview Convalescent Hospital LLC; View Park Convalescent Hospital LLC; Canoga Healthcare LLC; Tzippy Care LLC; Hospice Cheer; Ira David Enterprises LLC; ADF Investments LLC; San Dimas Retirement Center LLC; and Crofton Manor Associates, L.P., each acting as agents and/or employees, and/or under the direction and control of each other and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Butler's reasonable attempt to settle her dispute with Longwood Management prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Longwood Management of Ms. Butler's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Butler's demands.

Demand is hereby made that Longwood Management shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Longwood Management shall pay Ms. Butler and all other similarly-situated persons employed by Longwood Management at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Longwood Management shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Longwood Management shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the and the number of employees who were required to pay for gait belts, shoes, scrubs, personal cell phones, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Longwood Management shall pay each employee one hour of pay at the regular rate of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Longwood Management also shall pay each employee one hour of pay at his or her regular rate of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Longwood Management shall reimburse those employees who were forced to pay for any business expenses incurred for Longwood Management benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Longwood Management shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Longwood Management shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Longwood Management shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq*., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or Longwood Management require additional information regarding Ms. Butler's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

Vanessa M. Rodriguez

Encl. [Draft] Complaint

Vanessa M. Rodriguez

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Jonnel Liwag, Alondra Cortez, Maritza Medina, Lexus Torrea Butler, Jason Tang, and Phyllis Johnson ("Plaintiffs") and Defendants Northridge Care Center LLC dba Northridge Care Center, Park Anaheim Health Care LLC dba Park Anaheim Healthcare Center, Pico Rivera Healthcare LLC dba Pico Rivera Healthcare Center, Crenshaw Nursing Home LLC, S.G.V. Healthcare, Inc. dba Live Oak Rehabilitation Center, and Broadway Manor Care Center LLC ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendants captioned *Jonnel Liwag, et al., v. Longwood Management LLC, et al.*, Case No. 24STCV07033 initiated on March 20, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, and the PAGA Notices Plaintiffs and PAGA Counsel submitted to LWDA.

1.2 "Administrator" means CPT Group, Inc. ("CPT"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.5 "Court" means the Superior Court of California, County of Los Angeles.

1.6 "Covered Employee" means a person employed by and who performed work in at least one pay period at one or more Defendants in a non-exempt, hourly position during the applicable PAGA Period.

1.7 "Covered Employee Data" means Covered Employee identifying information in Defendants' possession including the Covered Employee's name, last-known mailing address, Social Security number and number of applicable PAGA Pay Periods.

1.8 "Covered Employee Address Search" means the Administrator's investigation and search for current Covered Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Covered Employees.

1.9 "Defense Counsel" means Paul Hastings LLP, and Leslie Abbott, Chris Jalian, Shera Kwak, and Aja Nunn.

1.10 “Effective Date” means the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (a) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (b) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (c) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Judgment is no longer subject to further judicial review.

1.11 “Gross Settlement Amount” means $270,000.00 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiffs Payment, and the Administrator’s Expenses Payment.

1.12 “Individual PAGA Payment” means the Covered Employee’s pro rata share of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Covered Employee worked during the PAGA Period.

1.13 “Judgment” means the judgment entered by the Court based upon approval of the Settlement.

1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15 “LWDA PAGA Payment” means the applicable percentage of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i) or (m), as applicable.

1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiffs Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount to be paid to Covered Employees as Individual PAGA Payments and the LWDA PAGA Payment, to be allocated pursuant to Section 1.24.

1.17 “PAGA Counsel” means Matern Law Group, PC, Matthew J. Matern, Matthew W. Gordon, and Vanessa M. Rodriguez, the attorneys representing the Plaintiffs in the Action.

1.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel from the Gross Settlement Amount for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, subject to court approval.

1.19 “PAGA Plaintiffs Payment” means the amount allocated to Plaintiffs from the Gross Settlement Amount for their respective service in this Action that is conditioned on their execution of this Agreement, and is subject to court approval. Any Plaintiff who fails to execute this Agreement forfeits his or her right to receive a PAGA Plaintiffs Payment.

1.20 “PAGA Pay Period” means any Pay Period during which a Covered Employee worked for one or more Defendants for at least one day in one pay period during the applicable PAGA Period.

1.21 “PAGA Period” means the period from January 14, 2023 through September 2, 2025.

1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.23 “PAGA Notice” means Plaintiffs’ respective letters to Defendants and the LWDA purporting to provide notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of PAGA claims during the PAGA Period.

1.25 “Plaintiffs” means Jonnel Liwag, Alondra Cortez, Maritza Medina, Lexus Torrea Butler, Jason Tang, and Phyllis Johnson.

1.26 “Released Claims” means Plaintiffs’ general release of claims as described in Paragraph 5 below.

1.27 “Released Cost Claims” means Defendants’ release of claims for ordinary costs against Plaintiffs as described in Paragraph 7 below.

1.28 “Released PAGA Claims” means Plaintiffs’ and PAGA Counsel’s release of claims as described in Paragraph 6 below.

1.29 “Released Parties” means Defendants and each of their respective current and former, direct and indirect parents, subsidiaries, brother-sister companies, management companies, administrative services companies, and all other affiliates and related partnerships, joint ventures, or other entities, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, owners, representatives, assigns, trustees, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under or in concert with any of the persons or entities listed in this section.

1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On March 20, 2024, Plaintiffs Liwag, Cortez, Medina (along with another named plaintiff, Kaur, who has since been dismissed) commenced this Action by filing a Complaint against Defendants. The Complaint purported to allege a single cause of action for civil penalties under PAGA arising from alleged failures to pay minimum and overtime wages, to provide meal and rest periods, to reimburse business expenses, to maintain required records, to provide accurate itemized wage statements, and to provide timely pay during employment and upon

termination. On May 7, 2024, Plaintiffs filed a First Amended Complaint ("FAC") adding plaintiffs Butler, Tang, and Johnson (along with another named plaintiff, Cunningham who has requested dismissal). The FAC is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability under PAGA and the underlying allegations on which the PAGA cause of action is based.

2.2 Plaintiffs purport to have given timely written notice to Defendants and the LWDA by sending their respective PAGA Notices pursuant to Labor Code section 2699.3(a).

2.3 On August 5, 2024, the Parties participated in an all-day mediation that did not result in a settlement. The Parties engaged in additional settlement discussions after the mediation.

2.4 The Parties have engaged in extensive formal and informal discovery.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $270,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33-1/3%) of the Gross Settlement Amount, which is currently estimated to be $90,000.00, and a PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. PAGA Counsel will file an application together with a supporting declaration for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To Plaintiffs: A PAGA Plaintiffs Payment not to exceed $5,000.00 each, conditioned on their respective execution of this Agreement, and subject to court

approval. Any Plaintiff who fails to execute this Agreement forfeits his or her right to receive a PAGA Plaintiffs Payment. If the Court approves a PAGA Plaintiffs Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 To the Administrator: The Parties agree that the Administrator shall be paid reasonable Administration Expenses in an amount to be approved by the Court. In the event the Administrator's proposed expenses are determined by the Parties, in good faith, to be unreasonable, the Parties will meet and confer regarding an alternative administrator, subject to Court approval.

3.2.4 To the LWDA and Covered Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 25% to the Covered Employees and 75% to the LWDA.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment for Covered Employees by (a) dividing the amount of the Covered Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Covered Employees during the PAGA Period, and (b) multiplying the result by each Covered Employee's number of PAGA Pay Periods. Covered Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Covered Employee Data. No later than 15 calendar days after the Effective Date, Defendants will deliver the Covered Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy rights, the Administrator must maintain the Covered Employee Data in confidence, use the Covered Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Covered Employee Data to Administrator employees who need access to the Covered Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Covered Employee Data omitted employee identifying information and to provide corrected or updated Covered Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Covered Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Covered Employee Data.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 15 calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks or wire funds for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses

Payment, the PAGA Counsel Fees Payment and Litigation Expenses Payment, and the PAGA Plaintiffs Payment. Disbursement of the PAGA Counsel Fees Payment and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator will mail the checks along with a short cover letter that identifies the respective Covered Employee's direct employer only, and not the other current or former defendants in this Action, and is subject to review and approval by the Court.

4.3.2 The Administrator must conduct a Covered Employee Address Search for all Covered Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Covered Employee Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

4.3.3 For any Covered Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Covered Employee.

4.3.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Covered Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, the Parties shall release the following claims:

5.1 Plaintiffs' Release. Plaintiffs each release (i.e., give up) all known and unknown claims that they have as of the time they sign this Agreement against the Released Parties. For example, they are releasing all common law contract, tort, or other claims they have or might have, as well as all claims they have or might have under the Worker Adjustment & Retraining Notification Act (the WARN Act), the Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans With Disabilities Act (ADA), the Employee Retirement Income Security Act of 1974 (ERISA), and any similar domestic or foreign laws, such as the California Fair Employment and Housing Act, California Labor Code Section 200 et seq., California Private Attorneys General Act (PAGA), California Business and Professions Code Section 17200, et seq., and any applicable California Industrial Welfare Commission order. Plaintiffs understand and agree that this release

is a good-faith compromise of disputed wage claims. However, Plaintiffs are not releasing (i) any of the few claims that the law does not permit them to release by private agreement, including claims for unemployment benefits, social security benefits, and workers' compensation benefits; (ii) vested benefits (except already-denied benefits) under any employee-benefit plan governed by ERISA; (iii) any right they have to be indemnified by the Company (other than their claim for expense reimbursement as alleged in the Operative Complaint and the PAGA Notices); or (iv) their right to enforce this Agreement.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Covered Employees: All Covered Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, during the PAGA Period based on the facts stated in the Operative Complaint and the PAGA Notices.

5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys' fees and litigation costs incurred in connection with the Action, with the exception of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

5.4 Release by Defendants: Defendants release all claims for attorneys' fees and costs against Plaintiffs and PAGA Counsel that Defendants incurred in connection with defending the Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a Stipulation and Proposed Approval Order or, if required by the Court, a Motion and Proposed Order, for approval of this Settlement within 28 calendar days of the execution of this Agreement.

6.1 PAGA Counsel's Responsibilities. Within 21 calendar days of the execution of this Agreement, PAGA Counsel will prepare and deliver to Defense Counsel for review all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft Stipulation and [Proposed] Order Granting Approval of PAGA Settlement; (ii) the Administrator's bid for administering the Settlement; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) a signed declaration from PAGA Counsel providing detailed support for its request for fees and expenses.

6.2 PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Stipulation and [Proposed] Order Granting Approval of PAGA Settlement (and supporting documents) no later than 28 calendar days after the full execution of this Agreement. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Stipulation and [Proposed] Approval Order and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT to serve as the Administrator. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. COVERED EMPLOYEE SIZE ESTIMATES. Based on their records, Defendants estimate that, as of the date of this Agreement, Covered Employees who worked a total of 41,156 PAGA Pay Periods.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such

motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits if any shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Covered Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Covered Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Covered Employee Data.

10.13 Enforcement Action. In the event that one or more of the Parties initiates any legal action or other proceeding against any other Party or Parties to enforce the terms of this Agreement or to declare rights and/or obligations under this Agreement, the successful party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

MATERN LAW GROUP, PC
Matthew J. Matern
Matthew W. Gordon
Vanessa M. Rodriguez
2101 E. El Segundo Boulevard, Suite 403
El Segundo, CA 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

To Defendants:
PAUL HASTINGS LLP
Leslie L. Abbott
Chris A. Jalian
Shera Y. Kwak
Aja S. Nunn
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Telephone: (213) 683-6000
Facsimile: (213) 627-0705

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement by the Parties' respective counsel, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that if the Court does not approve this Agreement, the Parties shall stipulate to request the Court to continue the trial to the first available date. The Parties further agree that Code of Civil Procedure section 583.330 applies to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process—i.e., the period from the date on which this Agreement is fully executed to the date on which the Court enters Judgment or the date on which the Court enters an order declining to grant approval of this Agreement..

PLAINTIFFS:

Name: Jonnel Liwag Date: 11/13/2025

Signature: jonnel liwag (Nov 13, 2025 15:37:16 PST)

Name: Alondra Cortez Date: 10/31/2025

Signature:
Alondra Cortez (Oct 31, 2025 16:41:32 PDT)

Name: Maritza Medina Date: _____

Signature: _____

Name: Lexus Torrea Butler Date: _____

Signature: _____

Name: Jason Tang Date: _____

Signature: _____

Name: Phyllis Johnson Date: _____

Signature: _____

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon Date: _____

Signature: _____

Name: Alondra Cortez Date: _____

Signature: _____

Name: Maritza Medina Date: 10/28/2025

Signature: Maritza Medina (Oct 28, 2025 23:25:18 PDT)

Name: Lexus Torrea Butler Date: _____

Signature: _____

Name: Jason Tang Date: _____

Signature: _____

Name: Phyllis Johnson Date: _____

Signature: _____

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon Date: _____

Signature: _____

Name: Alondra Cortez Date: _____

Signature: _____

Name: Maritza Medina Date: _____

Signature: _____

Name: Lexus Torrea Butler Date: 10/31/2025

Signature: Lexus Butler (Oct 31, 2025 23:25:34 PDT)

Name: Jason Tang Date: _____

Signature: _____

Name: Phyllis Johnson Date: _____

Signature: _____

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon Date: _____

Signature: _____

Name: Alondra Cortez Date: _____

Signature: _____

Name: Maritza Medina Date: _____

Signature: _____

Name: Lexus Torrea Butler Date: _____

Signature: _____

Name: Jason Tang Date: 10/28/2025

Signature: Jason Tang
Jason Tang (Oct 28, 2025 16:14:46 PDT)

Name: Phyllis Johnson Date: _____

Signature: _____

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon Date: _____

Signature: _____

Name: Alondra Cortez Date: _____

Signature: _____

Name: Maritza Medina Date: _____

Signature: _____

Name: Lexus Torrea Butler Date: _____

Signature: _____

Name: Jason Tang Date: _____

Signature: _____

Name: Phyllis Johnson Date: 10/31/2025

Signature: Phyllis Johnson
Phyllis Johnson (Oct 31, 2025 21:01:08 PDT)

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon Date: 11/13/2025

Signature: Matthew W. Gordon

DEFENDANTS:

Northridge Care Center LLC

Name: Christine Karapetian Date: 10/22/25

Signature:

Park Anaheim Health Care LLC

Name: _____ Date: _____

Signature: _____

Pico Rivera Healthcare LLC

Name: _____ Date: _____

Signature: _____

Crenshaw Nursing Home LLC

Name: _____ Date: _____

Signature: _____

S.G.V. Healthcare, Inc.

Name: _____ Date: _____

Signature: _____

DEFENDANTS:

Northridge Care Center LLC

Name: _____ Date: _____

Signature: _____

Park Anaheim Health Care LLC

Name: Caroline Crowell Date: 10/23/25

Signature:

Pico Rivera Healthcare LLC

Name: _____ Date: _____

Signature: _____

Crenshaw Nursing Home LLC

Name: _____ Date: _____

Signature: _____

S.G.V. Healthcare, Inc.

Name: _____ Date: _____

Signature: _____

DEFENDANTS:

Northridge Care Center LLC

Name: _____ Date: _____

Signature: _____

Park Anaheim Health Care LLC

Name: _____ Date: _____

Signature: _____

Pico Rivera Healthcare LLC

Name: Verna Lynn Nieva Date: 10/23/2025

Signature: _____

Crenshaw Nursing Home LLC

Name: _____ Date: _____

Signature: _____

S.G.V. Healthcare, Inc.

Name: _____ Date: _____

Signature: _____

DEFENDANTS:

Northridge Care Center LLC

Name: _____ Date: _____

Signature: _____

Park Anaheim Health Care LLC

Name: _____ Date: _____

Signature: _____

Pico Rivera Healthcare LLC

Name: _____ Date: _____

Signature: _____

Crenshaw Nursing Home LLC

Name: Michael Leonard Date: 10/22/2025

Signature: _____

S.G.V. Healthcare, Inc.

Name: _____ Date: _____

Signature: _____

DEFENDANTS:

Northridge Care Center LLC

Name: _____ Date: _____

Signature: _____

Park Anaheim Health Care LLC

Name: _____ Date: _____

Signature: _____

Pico Rivera Healthcare LLC

Name: _____ Date: _____

Signature: _____

Crenshaw Nursing Home LLC

Name: _____ Date: _____

Signature: _____

S.G.V. Healthcare, Inc.

Name: CHRIS TURNEY Date: 10-24-25

Signature: Chris Turney

Broadway Manor Care Center LLC

Name: Vera Ghazarian Date: 10/22/2025

Signature:

PAUL HASTINGS LLP:

Name: _____ Date: _____

Signature: _____

Broadway Manor Care Center LLC

Name: _____ Date: _____

Signature: _____

PAUL HASTINGS LLP:

Name: Chris A. Jalian Date: November 17, 2025

Signature:

EXHIBIT 3

CASE NAME: LIWAG v LONGWOOD, ET AL.

Requesting Attorney: Vanessa M. Rodriguez
Plaintiff or Defense: Plaintiff
Firm Name: Matern Law Group
Telephone: (310) 531-1923
Email: vrodriguez@maternlawgroup.com

Date: September 15, 2025
Prepared By: Timothy Phillips
50 Corporate Park, Irvine CA 92606
Tim@CPTGroup.com
Direct Number: (818) 415-2703
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Number of Aggrieved Employees:	2,000	**Check Reminder Postcard:**	No
Language Translation Services:	Yes	**Unclaimed Funds:**	SCO
Settlement Website:	No	**Postage Total:**	$1,685.86
Payment Option:	Check	**Grand Total:**	$20,514.86
Undeliverable Check Rate:	10%	**CPT'S DISCOUNTED FEE:**	**$14,000.00**

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the distribution proceeds. Each aggrieved employee will receive a unique mailing ID that will be utilized for all administrative purposes. CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. Notice to be translated into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	$95.00	7	$665.00
Project Manager: Format Documents	$95.00	1	$95.00
Programming: Data Base Setup	$150.00	7	$1,050.00
National Change of Address Search (NCOA)	$250.00	1	$250.00
XML Lex ID Skip Trace	$0.75	200	$150.00
Spanish Translation	$250.00	1	$250.00
		Sub Total:	**$2,460.00**

AGGRIEVED EMPLOYEE SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	$150.00	2	$300.00
Live Call Center Support Reps.	$3.00	400	$1,200.00
		Sub Total:	**$1,500.00**

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholding processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	$150.00	1	$150.00
Department Manager: Analysis & Reporting	$95.00	3	$285.00
IRS SSN Verification	$0.10	2,000	$200.00
		Sub Total:	**$635.00**

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon approval, CPT will perform the required payment calculations, and once approved by the parties, CPT will print a one-page notice and issue a (MICR) check to all eligible employees. CPT will also issue an IRS Form 1099 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	$150.00	3	$450.00
Project Supervisor: Review of Distribution	$150.00	6	$900.00
Project Manager: Correspondence w/Parties	$95.00	3	$285.00
Programming: Setup & Printing of Checks	$150.00	4	$600.00
Obtain EIN, Setup QSF/Bank Account	$150.00	3	$450.00
Print & Mail Notice, Checks & 1099	$2.75	2,000	$5,500.00
First-Class Postage (up to 1 oz.)*	$0.74	2,000	$1,480.00
Project Supervisor: Account Reconciliation	$150.00	6	$900.00
Update Undeliverable Checks Database	$0.50	200	$100.00
Clerical Staff	$60.00	1	$60.00
Skip Trace for Best Address	$0.75	200	$150.00
Remail Undeliverable Checks	$3.00	182	$546.00
First-Class Postage (up to 1 oz.)	$0.74	182	$134.68
Re-Issue Checks as Required	$5.00	80	$400.00
First-Class Postage (up to 1 oz.)	$0.74	80	$59.20
		Sub Total:	**$12,014.88**

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	$150.00	1	$150.00
Programming: Weekly & Final Reports	$150.00	2	$300.00
Project Supervisor: Final Declaration	$150.00	2	$300.00
Project Manager: Account Files Sent to Atty	$95.00	2	$190.00
CA Tax Preparation*	$600.00	1	$600.00
Annual Tax Reporting to IRS*	$1,000.00	1	$1,000.00
QSF Annual Tax Reporting	$500.00	1	$500.00
		Sub Total:	**$3,040.00**

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	$0.15	420	$63.00
Project Manager: Reporting & Remittance	$95.00	2	$190.00
Project Supervisor: Review of Report	$150.00	1	$150.00
Certified Mail Report to SCO	$11.98	1	$11.98
Add'l Account Recons	$150.00	3	$450.00
		Sub Total:	**$864.98**

Total Administration Costs:	**$20,514.86**
Courtesy Discount:	***-$6,514.86***
CPT'S DISCOUNTED FLAT FEE:	**$14,000.00**

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. ("**CPT**") to Client. Each of Client and CPT is a "**Party**" to this Agreement, and collectively, the "**Parties**".

1. Definitions.
   a) "**Affiliate**" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
   b) "**Agreement**" means these Terms and Conditions and the Bid.
   c) "**Applicable Laws**" means all applicable local, state and federal laws, ordinances, rules and regulations.
   d) "**Approved Bank**" means any financial institution that is insured by the Federal Deposit Insurance Corporation.
   e) "**Bid**" means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
   f) "**Case**" means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
   g) "**Class**" means Members and putative Members collectively.
   h) "**Client**" means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
   i) "**Confidential Information**" means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
   j) "**Court Order**" means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
   k) "**Defendant**" means the named Party and/or Parties in the Case against whom action is brought.
   l) "**Defense Counsel**" means the attorney(s) of record for the Defendant(s) in the Case.
   m) "**Intellectual Property Right**" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
   n) "**Member**" means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
   o) "**Member Content**" means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
   p) "**Member Data**" means proprietary or personal data regarding Members under this Agreement.
   q) "**Parties To The Case**" shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
   r) "**Plaintiff**" means the named party and/or parties in the Case who are bringing the action.
   s) "**Plaintiff Counsel**" means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
   t) "**Products**" means any and all CPT Services and work product resulting from Services.
   u) "**Qualified Settlement Fund**" or "**QSF**" means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
   v) "**Service**" means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
   w) "**Settlement Agreement**" means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
   x) "**Settlement Amount**" means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
   y) "**Software**" means any and all of CPT's software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
   z) "**Transmission Methods**" means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
   aa) "**Term**" means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
   bb) "**Wire Information**" means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
   a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party's systems (items (i) and/or (ii) a "**Security Incident**"), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
   b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

6. Qualified Settlement Fund Account. When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.

7. Fees and Payment. Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero ($0.00), and thereafter close such account. Client is aware that CPT may receive financial benefits, including discounts on certain banking services and competition for services that ensure eligibility for FDIC deposit insurance or in connection with the establishment of QSF accounts. Client agrees that any such financial benefit may be retained by CPT as additional compensation for CPT's services.

8. Term and Termination.
   a) Term. The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
   b) Termination for Cause. Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
   c) Bankruptcy Events. A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
   d) Effect of Termination. Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally input into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
   e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

9. Confidentiality. Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
   a) Compelled Disclosure. If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
   b) Remedies. If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as monetary damages.

10. Intellectual Property. CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.

11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

12. Warranties. Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE

13. Liability.
   a) Liability Cap. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
   b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT,

REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.

e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.

f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.

g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.

h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.

l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.

m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.

n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.

o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.

p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.

q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT 4