

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

PELLIPPE CARRILLO, JACQUELINE
NELSON, NARKITA THOMAS,
ANDREA CRUZ, CLARIE TUPUOLA,
ALMA PIERRE, MARIA BRENDA
DECENA, CHRISTINA FALLS, ASHLEY
SMITH, IRENE MENDEZ DURAN,
CHARLENE AMEZCUA, CHEYENNE
MITCHELL, STEVEN GONZALES,
ELLEN ANN DUONG, LEKECIA DUKES,
and JOSHUA RUBIO FLORES,
individually, and on behalf of all other
aggrieved employees

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

PELLIPPE CARRILLO, an individual, on
behalf of himself and all other aggrieved
employees; JACQUELINE NELSON, an
individual, on behalf of herself and all other
aggrieved employees; NARKITA THOMAS, an
individual, on behalf of herself and all other
aggrieved employees; ANDREA CRUZ, an
individual, on behalf of herself and all other
aggrieved employees; CLARIE TUPUOLA, an
individual, on behalf of herself and all other
aggrieved employees; ALMA PIERRE, an
individual, on behalf of herself and all other
aggrieved employees; MARIA BRENDA
DECENA, an individual, on behalf of herself
and all other aggrieved employees; CHRISTINA
FALLS, an individual, on behalf of herself and
all other aggrieved employees; ASHLEY
SMITH, an individual, on behalf of herself and
all other aggrieved employees; IRENE
MENDEZ DURAN, an individual, on behalf of
herself and all other aggrieved employees;
CHARLENE AMEZCUA, an individual, on
behalf of herself and all other aggrieved
employees; CHEYENNE MITCHELL, an
individual, on behalf of herself and all other

FILED
Superior Court of California
County of Los Angeles
10/18/2024

David W. Slayton, Executive Officer / Clerk of Court
By: C. Lam Deputy

CASE NO.: 20STCV44876

[Assigned for all purposes to the Honorable
Colin P. Leis, Dept. 74]

THIRD AMENDED COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

aggrieved employees; STEVEN GONZALES, an individual, on behalf of himself and all other aggrieved employees; ELLEN ANN DUONG, an individual, on behalf of herself and all other aggrieved employees; LEKECIA DUKES, an individual, on behalf of herself and all other aggrieved employees; and JOSHUA RUBIO FLORES, an individual, on behalf of himself and all other aggrieved employees;

Plaintiffs,

vs.

ARTESIA HEALTHCARE, INC., a California corporation; BURBANK HEALTHCARE LLC, a California limited liability company; BURLINGTON CONVALESCENT HOSPITAL, LLC, a California limited liability company; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a California limited liability company; CASA BONITA CONVALESCENT HOSPITAL LLC, a California limited liability company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California limited liability company; SAN GABRIEL CONVALESCENT CENTER LLC, a California limited liability company; SHEA HEALTHCARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability company; IRA DAVID ENTERPRISES LLC, a California limited liability company; ADF INVESTMENTS LLC, a California limited liability company; SAN DIMAS RETIREMENT CENTER LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

1 Plaintiffs PHELLIPPE CARRILLO (“PLAINTIFF CARRILLO”), JACQUELINE
2 NELSON (“PLAINTIFF NELSON”), NARKITA THOMAS (“PLAINTIFF THOMAS”),
3 ANDREA CRUZ (“PLAINTIFF CRUZ”), CLARIE TUPUOLA (“PLAINTIFF TUPUOLA”),
4 ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA BRENDA DECENA (“PLAINTIFF
5 DECENA”), CHRISTINA FALLS (“PLAINTIFF FALLS”), ASHLEY SMITH (“PLAINTIFF
6 SMITH”), IRENE MENDEZ DURAN (“PLAINTIFF DURAN”), CHARLENE AMEZCUA
7 (“PLAINTIFF AMEZCUA”), CHEYENNE MITCHELL (“PLAINTIFF MITHCELL”);
8 STEVEN GONZALES (“PLAINTIFF GONZALES”), ELLEN ANN DUONG (“PLAINTIFF
9 DUONG”), LEKECIA DUKES (“PLAINTIFF DUKES”) and JOSHUA RUBIO FLORES
10 (“PLAINTIFF FLORES” and collectively with PLAINTIFF CARRILLO, PLAINTIFF NELSON,
11 PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF PIERRE,
12 PLAINTIFF DECENA, PLAINTIFF FALLS, PLAINTIFF SMITH, PLAINTIFF DURAN,
13 PLAINTIFF AMEZCUA, PLAINTIFF MITCHELL, PLAINTIFF GONZALES, PLAINTIFF
14 DUONG, and PLAINTIFF DUKES as “PLAINTIFFS”), on behalf of themselves and all other
15 current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1 below)
16 who worked for DEFENDANTS in the State of California at any time during the relevant
17 statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as follows:

18 **INTRODUCTION**

19 1. PLAINTIFFS bring this action on behalf of themselves, the State of California,
20 and all other AGGRIEVED EMPLOYEES of Defendants ARTESIA HEALTHCARE, INC., a
21 California corporation; BURBANK HEALTHCARE LLC, a California limited liability company;
22 BURLINGTON CONVALESCENT HOSPITAL LLC, a California limited liability company;
23 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a California limited liability company;
24 CASA BONITA CONVALESCENT HOSPITAL LLC, a California limited liability company; ICC
25 CONVALESCENT LLC, a California limited liability company; IMPERIAL CREST
26 HEALTHCARE CENTER, LLC, a California limited liability company; MAGNOLIA GARDENS
27 CONVALESCENT HOSPITAL LLC, a California limited liability company; SAN GABRIEL
28 CONVALESCENT CENTER LLC, a California limited liability company; SHEA

1 HEALTHCARE CENTER LLC, a California limited liability company; STUDIO CITY
2 CONVALESCENT HOSPITAL LLC, a California limited liability company; IRA DAVID
3 ENTERPRISES LLC, a California limited liability company; ADF INVESTMENTS LLC, a
4 California limited liability company; SAN DIMAS RETIREMENT CENTER LLC, a California
5 limited liability company; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
6 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
7 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
8 pay all wages due to discharged or quitting employees, failure to maintain required records,
9 failure to provide accurate itemized wage statements, failure to timely pay wages during
10 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
11 discharging their duties.

12 **JURISDICTION AND VENUE**

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

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

21 **PARTIES**

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

25 5. PLAINTIFFS are informed and believe, and thereon allege, that ARTESIA
26 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
27 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
28 and thereon allege, that ARTESIA HEALTHCARE, INC. is authorized to conduct business in the

1 State of California, and does conduct business in the State of California. Specifically, upon
2 information and belief, ARTESIA HEALTHCARE, INC. maintains offices and conducts business
3 in the County of Los Angeles, State of California.

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

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

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

27 9. PLAINTIFFS are informed and believe, and thereon allege, that CASA BONITA
28 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability

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

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

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

22 12. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA
23 GARDENS CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a
24 limited liability company organized and existing under the laws of the State of California.
25 PLAINTIFFS are further informed and believe, and thereon allege, that MAGNOLIA GARDENS
26 CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California,
27 and does conduct business in the State of California. Specifically, upon information and belief,
28 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC maintains offices and conducts

1 business in the County of Los Angeles, State of California.

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

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

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

25 16. PLAINTIFFS are informed and believe, and thereon allege, that IRA DAVID
26 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
27 organized and existing under the laws of the State of California. PLAINTIFFS are further
28 informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is authorized to

1 conduct business in the State of California, and does conduct business in the State of California.
2 Specifically, upon information and belief, IRA DAVID ENTERPRISES LLC maintains offices
3 and conducts business in the County of Los Angeles, State of California.

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

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

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

26 20. At all relevant times herein, DEFENDANTS were the joint employers of
27 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,
28 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,

1 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
2 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
3 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
4 co-defendant, and each was the alter ego of the other.

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

8 22. Upon information and belief, at all relevant times herein, Longwood Management
9 LLC was the parent corporation of and exercised financial control over Defendants ARTESIA
10 HEALTHCARE, INC.; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT
11 HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA
12 CONVALESCENT HOSPITAL LLC; ICC CONVALESCENT LLC; IMPERIAL CREST
13 HEALTHCARE CENTER, LLC; MAGNOLIA GARDENS CONVALESCENT HOSPITAL
14 LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA HEALTHCARE CENTER
15 LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; IRA DAVID ENTERPRISES LLC;
16 ADF INVESTMENTS LLC; and SAN DIMAS RETIREMENT CENTER LLC.

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

26 24. Upon information and belief, at all relevant times herein, DEFENDANTS shared
27 common management employees, owners, officers, and directors; DEFENDANTS used the same
28 employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and

1 hour policies, practices, and procedures at all of their facilities, including, but not limited to the
2 same policies regarding hiring, firing, and training employees; DEFENDANTS used the same
3 employment application at all of their facilities; DEFENDANTS used the same new hire packets
4 and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other
5 AGGRIEVED EMPLOYEES to sign the same acknowledgments as part of PLAINTIFFS' and
6 other AGGRIEVED EMPLOYEES' onboarding process; and DEFENDANTS used the same
7 arbitration agreement at all of their facilities. Upon information and belief, at all relevant times
8 herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information
9 and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets.
10 Upon information and belief, at all relevant times herein, DEFENDANTS received goods and
11 services, such as medical supplies, from the same businesses. Upon information and belief, at all
12 relevant times herein, DEFENDANTS shared the same agents for service of process. Upon
13 information and belief, DEFENDANTS share the same legal counsel. Upon information and
14 belief, at all relevant times herein, DEFENDANTS shared the same medical provider network
15 and workers' compensation insurance. All DEFENDANTS shared the same corporate offices
16 located at 4032 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90010. All
17 DEFENDANTS share the same Chief Executive Officer and Chief Financial Officer, David
18 Friedman. All DEFENDANTS share the same Secretary, Aaron Friedman. All DEFENDANTS
19 share the same general counsel and agent for service of process, Douglas Loewy.

20 25. Upon information and belief, at all relevant times herein, Longwood Management
21 LLC provided administrative support services to Defendants ARTESIA HEALTHCARE, INC.;
22 BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT HOSPITAL LLC;
23 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT
24 HOSPITAL LLC; ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER,
25 LLC; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC; SAN GABRIEL
26 CONVALESCENT CENTER LLC; SHEA HEALTHCARE CENTER LLC; STUDIO CITY
27 CONVALESCENT HOSPITAL LLC; IRA DAVID ENTERPRISES LLC; ADF
28 INVESTMENTS LLC; and SAN DIMAS RETIREMENT CENTER LLC. Upon information and

1 belief, such administrative support services included, but were not limited to, bookkeeping and
2 accounting, billing and collections, property maintenance, human resources, and legal consulting.

3 26. Upon information and belief, at all relevant times herein, DEFENDANTS had
4 such a unity of interest and ownership that their separate personalities no longer exist. An
5 inequitable result would follow if each Defendant was not held liable for the acts of Defendants
6 ARTESIA HEALTHCARE, INC.; BURBANK HEALTHCARE LLC; BURLINGTON
7 CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC;
8 CASA BONITA CONVALESCENT HOSPITAL LLC; ICC CONVALESCENT LLC;
9 IMPERIAL CREST HEALTHCARE CENTER, LLC; MAGNOLIA GARDENS
10 CONVALESCENT HOSPITAL LLC; SAN GABRIEL CONVALESCENT CENTER LLC;
11 SHEA HEALTHCARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC;
12 IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; and SAN DIMAS
13 RETIREMENT CENTER LLC.

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

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

21 29. PLAINTIFF CARRILLO worked for DEFENDANTS at their Alameda Care Center
22 facility located at 925 W. Alameda Avenue, Burbank, California 91506. The entities listed on
23 PLAINTIFF CARRILLO's earning statements were "ARTESIA HEALTHCARE, INC. DBA
24 ALAMEDA CARE CENTER," "ARTESIA HEALTHCARE INC. DBA ALAMEDA CARE
25 CENTER," and "FACILITIES PAYROLL SERVICES ALAMEDA CARE CENTER." The legal
26 name of the hiring employer listed on the notice provided to PLAINTIFF CARRILLO, pursuant to
27 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF CARRILLO was
28 directly employed by Defendant ARTESIA HEALTHCARE, INC.

1 30. PLAINTIFF NELSON worked for DEFENDANTS at their Burlington
2 Convalescent Hospital facility located at 845 S. Burlington Avenue, Los Angeles, California
3 90057. The entities listed on PLAINTIFF NELSON's earning statements were "FACILITIES
4 PAYROLL SERVICES BURLINGTON CONV HOSPITAL" and "BURLINGTON
5 CONVALESCENT HOSPITAL INC DBA BURLINGTON CONVALESCENT HOSPITAL."
6 The legal name of the hiring employer listed on the notice provided to PLAINTIFF NELSON,
7 pursuant to Labor Code § 2810.5, was "Burlington Convalescent Hospital, Inc." Accordingly,
8 PLAINTIFF NELSON was directly employed by Defendant BURLINGTON CONVALESCENT
9 HOSPITAL LLC.

10 31. PLAINTIFF THOMAS worked for DEFENDANTS at their Crofton Manor Inn
11 facility located at 1950 E. 5th Street, Long Beach, California 90802. The entities listed on
12 PLAINTIFF THOMAS' earning statements were "IRA DAVID ENTERPRISES, INC. DBA
13 CROFTON MANOR INN," "Facilities Payroll Service Crofton Manor Inn," "IRA DAVID
14 ENTERPRISES INC DBA CROFTON MANOR INN," and "FACILITIES PAYROLL
15 SERVICES CROFTON MANOR INN." The legal name of the hiring employer listed on the
16 notice provided to PLAINTIFF THOMAS, pursuant to Labor Code § 2810.5, was "Ira David
17 Enterprises, Inc." Accordingly, PLAINTIFF THOMAS was directly employed by Defendant IRA
18 DAVID ENTERPRISES LLC.

19 32. PLAINTIFF CRUZ worked for DEFENDANTS at their California Healthcare &
20 Rehabilitation Center located at 6700 Sepulveda Boulevard, Van Nuys, California 91411. The
21 entities listed on PLAINTIFF CRUZ's earning statements were "NORMANDIE WILSHIRE
22 RETIREMENT HOTEL, INC. DBA CALIFORNIA HEALTHCARE AND REHAB CENTER"
23 and "NORMANDIE WILSHIRE RETIREMENT HOTEL INC DBA CALIFORNIA
24 HEALTHCARE AND REHAB CENTER." The legal name of the hiring employer listed on the
25 notice provided to PLAINTIFF CRUZ, pursuant to Labor Code § 2810.5, was
26 "Normandie/Wilshire Retirement Hotel, Inc." Accordingly, PLAINTIFF CRUZ was directly
27 employed by Defendant NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC.

28 33. PLAINTIFF TUPUOLA worked for DEFENDANTS at their Huntington

1 Retirement Hotel facility located at 20920 Earl Street, Torrance, California 90503. The entity
2 listed on PLAINTIFF TUPUOLA's earning statements was "ADF INVESTMENTS INC. DBA
3 HUNTINGTON RETIREMENT HOME." The legal name of the hiring employer listed on the
4 notice provided to PLAINTIFF TUPUOLA, pursuant to Labor Code § 2810.5, was "ADF
5 Investments, Inc." Accordingly, PLAINTIFF TUPUOLA was directly employed by Defendant
6 ADF INVESTMENTS LLC.

7 34. PLAINTIFF PIERRE worked for DEFENDANTS at their Studio City
8 Rehabilitation Center facility located at 11429 Ventura Boulevard, Studio City, California 91604.
9 The entities listed on PLAINTIFF PIERRE's earning statements were "STUDIO CITY
10 CONVALESCENT HOSPITAL DBA STUDIO CITY REHABILITATION CENTER," and
11 "FACILITIES PAYROLL SERVICES STUDIO CITY REHABILITATION CTR." The legal
12 name of the hiring employer listed on the notice provided to PLAINTIFF PIERRE, pursuant to
13 Labor Code § 2810.5, was "Studio City Convalescent Hospital, Inc." Accordingly, PLAINTIFF
14 PIERRE was directly employed by Defendant STUDIO CITY CONVALESCENT HOSPITAL
15 LLC.

16 35. PLAINTIFF DECENA worked for DEFENDANTS at their Alameda Care Center
17 facility located at 925 W. Alameda Avenue, Burbank, California 91506. The entities listed on
18 PLAINTIFF DECENA's earning statements were "ARTESIA HEALTHCARE, INC DBA
19 ALAMEDA CARE CENTER," "ARTESIA HEALTHCARE INC DBA ALAMEDA CARE
20 CENTER," and "FACILITIES PAYROLL SERVICES ALAMEDA CARE CENTER." The legal
21 name of the hiring employer listed on the notice provided to PLAINTIFF DECENA, pursuant to
22 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF DECENA was
23 directly employed by Defendant ARTESIA HEALTHCARE, INC.

24 36. PLAINTIFF FALLS worked for DEFENDANTS at their Casa Bonita
25 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
26 The entity listed on PLAINTIFF FALLS' earning statements was "CASA BONITA
27 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL."
28 The legal name of the hiring employer listed on the notice provided to PLAINTIFF FALLS,

1 pursuant to Labor Code § 2810.5, was “CASA BONITA CONVALESCENT HOSPITAL.”
2 Accordingly, PLAINTIFF FALLS was directly employed by Defendant CASA BONITA
3 CONVALESCENT HOSPITAL LLC.

4 37. PLAINTIFF SMITH worked for DEFENDANTS at their San Dimas Retirement
5 Center facility located at 834 Arrow Hwy, San Dimas, California 91773. The entities listed on
6 PLAINTIFF SMITH’s earning statements were “SAN DIMAS RETIREMENT CENTER INC.
7 DBA SAN DIMAS RETIREMENT CENTER” and “FACILITIES PAYROLL SERVICES SAN
8 DIMAS RETIREMENT CENTER.” The legal name of the hiring employer listed on the notice
9 provided to PLAINTIFF SMITH, pursuant to Labor Code § 2810.5, was “San Dimas Retirement
10 Center, Inc.” Accordingly, PLAINTIFF SMITH was directly employed by Defendant SAN
11 DIMAS RETIREMENT CENTER LLC.

12 38. PLAINTIFF DURAN worked for DEFENDANTS at their Burbank Healthcare &
13 Rehabilitation Center located at 1041 S. Main Street, Burbank California 91506. The entities
14 listed on PLAINTIFF DURAN’s earning statements were “BURBANK HEALTHCARE INC.
15 DBA BURBANK HEALTHCARE AND REHAB CENTER,” “BURBANK HEALTHCARE
16 INC DBA BURBANK HEALTHCARE AND REHAB CENTER,” and “FACILITIES
17 PAYROLL SERVICES BURBANK HEALTHCARE & REHAB CTR.” The legal name of the
18 hiring employer listed on the notice provided to PLAINTIFF DURAN, pursuant to Labor Code §
19 2810.5, was “Burbank Healthcare, Inc.” Accordingly, PLAINTIFF DURAN was directly
20 employed by Defendant BURBANK HEALTHCARE LLC.

21 39. PLAINTIFF AMEZCUA worked for DEFENDANTS at their Casa Bonita
22 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
23 The entities listed on PLAINTIFF AMEZCUA’s earning statements were “CASA BONITA
24 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL
25 DBA CASA BONITA CONVALESCENT HOSPITAL” and “FACILITIES PAYROLL
26 SERVICES CASA BONITA CONV HOSPITAL.” The legal name of the hiring employer listed
27 on the notice provided to PLAINTIFF AMEZCUA, pursuant to Labor Code § 2810.5, was “Casa
28 Bonita Convalescent Hospital, Inc.” Accordingly, PLAINTIFF AMEZCUA was directly

1 employed by Defendant CASA BONITA CONVALESCENT HOSPITAL LLC.

2 40. PLAINTIFF MITCHELL worked for DEFENDANTS at their Imperial Care
3 Center facility located at 11441 Ventura Boulevard, Studio City, California 91604. The entities
4 listed on PLAINTIFF MITCHELL's earning statements were "ICC CONVALESCENT CORP
5 DBA IMPERIAL CARE CENTER" and "FACILITIES PAYROLL SERVICES IMPERIAL
6 CARE CENTER." The legal name of the hiring employer listed on the notice provided to
7 PLAINTIFF MITCHELL, pursuant to Labor Code § 2810.5, was "ICC Convalescent Corp."
8 Accordingly, PLAINTIFF MITCHELL was directly employed by Defendant ICC
9 CONVALESCENT LLC.

10 41. PLAINTIFF GONZALES worked for DEFENDANTS at their Magnolia Gardens
11 Convalescent Hospital located 17922 San Fernando Mission Blvd, Granada Hills, CA 91344. The
12 entities listed on PLAINTIFF GONZALES's earning statements were "MAGNOLIA GARDENS
13 CONVALESCENT HOSPITAL LLC DBA MAGNOLIA GARDENS CONVALESCENT
14 HOSPITAL" and "FACILITIES PAYROLL SERVICES MAGNOLIA GARDENS CONV
15 HOSPITAL." Accordingly, PLAINTIFF GONZALES was directly employed by Defendant
16 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC.

17 42. PLAINTIFF DUONG works for DEFENDANTS at their San Gabriel
18 Convalescent Center located 8035 Hill Dr, Rosemead, CA 91770. The legal names of the hiring
19 employer listed on the notices provided to PLAINTIFF DUONG, pursuant to Labor Code § 2810.5,
20 are "San Gabriel Convalescent Center, Inc." and "San Gabriel Convalescent Center LLC." The
21 entity listed on PLAINTIFF DUONG's earning statements is "SAN GABRIEL
22 CONVALESCENT CENTER LLC DBA SAN GABRIEL CONVALESCENT CENTER."
23 Accordingly, PLAINTIFF DUONG is directly employed by Defendant SAN GABRIEL
24 CONVALESCENT CENTER LLC.

25 43. PLAINTIFF DUKES works for DEFENDANTS at their Imperial Crest Healthcare
26 Center located 11834 S Inglewood Ave, Hawthorne, CA 90250. The legal name of the hiring
27 employer listed on the notice provided to PLAINTIFF DUKES, pursuant to Labor Code § 2810.5, is
28 "Imperial Crest Healthcare Center, LLC." The entity listed on PLAINTIFF DUKES's earning

1 statements is “IMPERIAL CREST HEALTHCARE CENTER LLC DBA IMPERIAL CREST
2 HEALTHCARE CENTER.” Accordingly, PLAINTIFF DUKES is directly employed by
3 Defendant IMPERIAL CREST HEALTHCARE CENTER, LLC.

4 44. PLAINTIFF FLORES worked for DEFENDANTS at their Shea Healthcare Center
5 located 7716 S Pickering Ave in Whittier, California. The legal name of the hiring employer listed
6 on the notice provided to PLAINTIFF FLORES, pursuant to Labor Code § 2810.5, is “Whittier
7 Pacific Care Center.” The entities listed on PLAINTIFF FLORES’s earning statements were
8 “SHEA HEALTHCARE CENTER LLC DBA WHITTIER PACIFIC CARE CENTER” and
9 “FACILITIES PAYROLL SERVICES SHEA CONVALESCENT HOSPITAL.” Accordingly,
10 PLAINTIFF FLORES was directly employed by Defendant SHEA HEALTHCARE CENTER
11 LLC.

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

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

1 and scope of said agency, employment and/or direction and control.

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

6 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

7 48. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
8 Labor Code §§ 2698-2699.5, PLAINTIFFS bring this action on behalf of themselves and all
9 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
10 relevant statutory period (i.e., September 16, 2019 to the present for PLAINTIFFS CARRILLO,
11 NELSON, THOMAS, CRUZ, TUPUOLA, PIERRE, DECENA, FALLS, SMITH, DURAN,
12 AMEZCUA, and MITCHELL’s PAGA claims against and DEFENDANTS ARTESIA
13 HEALTHCARE, INC.; BURBANK HEALTHCARE, INC.; BURLINGTON CONVALESCENT
14 HOSPITAL, INC.; NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC.; CASA BONITA
15 CONVALESCENT HOSPITAL, INC.; ICC CONVALESCENT CORP.; MONTROSE
16 HEALTHCARE, INC.; STUDIO CITY CONVALESCENT HOSPITAL; IRA DAVID
17 ENTERPRISES, INC.; ADF INVESTMENTS, INC.; and SAN DIMAS RETIREMENT
18 CENTER, INC. and August 8, 2023 to the present for PLAINTIFFS GONZALES, DUONG,
19 DUKES, and FLORES’S PAGA claims against DEFENDANTS MAGNOLIA GARDENS
20 CONVALESCENT HOSPITAL LLC; SAN GABRIEL CONVALESCENT CENTER LLC;
21 IMPERIAL CREST HEALTHCARE CENTER, LLC; and SHEA HEALTHCARE CENTER
22 LLC).

23 49. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
24 online filing on April 14, 2020 to the California Labor and Workforce Development Agency
25 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
26 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
27 the alleged violations. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the
28 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark

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

7 50. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
8 online filing on June 22, 2020 to the California Labor and Workforce Development Agency
9 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
10 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
11 the alleged violations. PLAINTIFF NELSON submitted the required \$75.00 filing fee to the
12 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
13 date of PLAINTIFF NELSON's notice letter, the LWDA did not provide notice to PLAINTIFF
14 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
15 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
16 not counted as part of the time limited for the commencement of this civil action. Therefore,
17 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
18 Code § 2699.3 to commence a representative action under PAGA.

19 51. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
20 online filing on June 22, 2020 to the California Labor and Workforce Development Agency
21 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
22 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
23 the alleged violations. PLAINTIFF THOMAS submitted the required \$75.00 filing fee to the
24 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
25 date of PLAINTIFF THOMAS's notice letter, the LWDA did not provide notice to PLAINTIFF
26 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code
27 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
28 not counted as part of the time limited for the commencement of this civil action. Therefore,

1 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
2 Code § 2699.3 to commence a representative action under PAGA.

3 52. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
4 online filing on July 17, 2020 to the California Labor and Workforce Development Agency
5 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
6 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
7 the alleged violations. PLAINTIFF CRUZ submitted the required \$75.00 filing fee to the LWDA
8 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
9 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
10 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
11 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
12 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
13 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
14 commence a representative action under PAGA.

15 53. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
16 online filing on July 17, 2020 to the California Labor and Workforce Development Agency
17 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
18 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
19 the alleged violations. PLAINTIFF TUPUOLA submitted the required \$75.00 filing fee to the
20 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
21 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
22 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
23 Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
24 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
25 Therefore, PLAINTIFF TUPUOLA has complied with all of the requirements set forth in
26 California Labor Code § 2699.3 to commence a representative action under PAGA.

27 54. Pursuant to Labor Code § 2699.3, PLAINTIFF PIERRE gave written notice by
28 online filing on August 10, 2020 to the California Labor and Workforce Development Agency

1 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
2 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
3 the alleged violations. PLAINTIFF PIERRE submitted the required \$75.00 filing fee to the
4 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
5 postmark date of PLAINTIFF PIERRE’s notice letter, the LWDA did not provide notice to
6 PLAINTIFF PIERRE that it intends to investigate the alleged violations. Pursuant to California
7 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
8 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
9 Therefore, PLAINTIFF PIERRE has complied with all of the requirements set forth in California
10 Labor Code § 2699.3 to commence a representative action under PAGA.

11 55. Pursuant to Labor Code § 2699.3, PLAINTIFF DECENA gave written notice by
12 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
13 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
14 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
15 the alleged violations. PLAINTIFF DECENA submitted the required \$75.00 filing fee to the
16 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
17 postmark date of PLAINTIFF DECENA’s notice letter, the LWDA did not provide notice to
18 PLAINTIFF DECENA that it intends to investigate the alleged violations. Pursuant to California
19 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
20 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
21 Therefore, PLAINTIFF DECENA has complied with all of the requirements set forth in
22 California Labor Code § 2699.3 to commence a representative action under PAGA.

23 56. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
24 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
25 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
26 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
27 the alleged violations. PLAINTIFF FALLS submitted the required \$75.00 filing fee to the
28 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020

1 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
2 PLAINTIFF FALLS that it intends to investigate the alleged violations. Pursuant to California
3 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
4 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
5 Therefore, PLAINTIFF FALLS has complied with all of the requirements set forth in California
6 Labor Code § 2699.3 to commence a representative action under PAGA.

7 57. Pursuant to Labor Code § 2699.3, PLAINTIFF SMITH gave written notice by
8 online filing on August 12, 2020 to the California Labor and Workforce Development Agency
9 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
10 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
11 the alleged violations. PLAINTIFF SMITH submitted the required \$75.00 filing fee to the
12 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
13 postmark date of PLAINTIFF SMITH's notice letter, the LWDA did not provide notice to
14 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
15 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
16 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
17 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
18 Labor Code § 2699.3 to commence a representative action under PAGA.

19 58. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
20 online filing on August 12, 2020 to the California Labor and Workforce Development Agency
21 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
22 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
23 the alleged violations. PLAINTIFF DURAN submitted the required \$75.00 filing fee to the
24 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
25 postmark date of PLAINTIFF DURAN's notice letter, the LWDA did not provide notice to
26 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California
27 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
28 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.

1 Therefore, PLAINTIFF DURAN has complied with all of the requirements set forth in California
2 Labor Code § 2699.3 to commence a representative action under PAGA.

3 59. Pursuant to Labor Code § 2699.3, PLAINTIFF AMEZCUA gave written notice by
4 online filing on August 18, 2020 to the California Labor and Workforce Development Agency
5 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
6 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
7 the alleged violations. PLAINTIFF AMEZCUA submitted the required \$75.00 filing fee to the
8 LWDA on August 18, 2020. Within sixty-five (65) calendar days of the August 18, 2020
9 postmark date of PLAINTIFF AMEZCUA’s notice letter, the LWDA did not provide notice to
10 PLAINTIFF AMEZCUA that it intends to investigate the alleged violations. Pursuant to
11 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
12 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
13 civil action. Therefore, PLAINTIFF AMEZCUA has complied with all of the requirements set
14 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

15 60. Pursuant to Labor Code § 2699.3, PLAINTIFF MITCHELL gave written notice by
16 online filing on August 26, 2020 to the California Labor and Workforce Development Agency
17 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
18 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
19 the alleged violations. PLAINTIFF MITCHELL submitted the required \$75.00 filing fee to the
20 LWDA on August 26, 2020. Within sixty-five (65) calendar days of the August 26, 2020
21 postmark date of PLAINTIFF MITCHELL’s notice letter, the LWDA did not provide notice to
22 PLAINTIFF MITCHELL that it intends to investigate the alleged violations. Pursuant to
23 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
24 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
25 civil action. Therefore, PLAINTIFF MITCHELL has complied with all of the requirements set
26 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

27 61. Pursuant to Labor Code § 2699.3, PLAINTIFFS GONZALES, DUONG, DUKES,
28 and FLORES gave written notice by online filing on August 8, 2024 to the California Labor and

1 Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the
2 specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated,
3 including the facts and theories to support the alleged violations. PLAINTIFFS GONZALES,
4 DUONG, DUKES, and FLORES submitted the required \$75.00 filing fee to the LWDA on
5 August 8, 2024. Within sixty-five (65) calendar days of the August 8, 2024 postmark date of
6 PLAINTIFFS GONZALES’s, DUONG’s, DUKES’s, and FLORES’s notice letter, the LWDA
7 did not provide notice to PLAINTIFFS GONZALES, DUONG, DUKES, and FLORES that it
8 intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the
9 sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as
10 part of the time limited for the commencement of this civil action. Therefore, PLAINTIFFS
11 GONZALES, DUONG, DUKES, and FLORES have complied with all of the requirements set
12 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

13 **FACTUAL ALLEGATIONS**

14 **Failure to Provide Required Meal Periods**

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

16 62. At times relevant herein, as part of DEFENDANTS’ illegal policies and practices
17 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
18 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
19 30-minute meal period, or to work through them, and have failed to otherwise provide the
20 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
21 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

27 ///

28 ///

Failure to Provide Required Rest Periods

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

64. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices to deprive AGGRIEVED 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.

65. 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.

Failure to Pay Overtime Wages

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

66. 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.

67. 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

1 clock; requiring, permitting or suffering PLAINTIFFS and other AGGRIEVED EMPLOYEES to
2 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and
3 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
4 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
5 failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records;
6 failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and
7 other methods to be discovered.

8 68. DEFENDANTS have knowingly and willfully refused to perform their obligations
9 to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all wages earned and all
10 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-
11 2001, § 3.

12 **Failure to Pay Minimum Wages**

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

14 69. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
15 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
16 worked in a payroll period is unlawful.

17 70. During the PENALTY PERIOD and in violation of California Labor Code §§
18 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
19 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
20 hours worked in a payroll period by, among other things: requiring, suffering or permitting
21 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
22 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
23 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
24 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
25 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
26 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

27 ///

28 ///

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

2 **[Cal. Labor Code § 204]**

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

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

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

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

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

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

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

28 76. At times relevant herein, in violation of Labor Code §§ 201 and 202,

1 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
2 PLAINTIFFS and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
3 employment.

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

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

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

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

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

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

3
4
5
6
7
8
9

10

11

12

13
14
15

16
17
18
19
20

21

22
23

24

25

26
27

28

1 Code § 2699(c), and proper representatives to bring a civil action on behalf of himself and other
2 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
3 specified in Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
4 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
5 relevant period.

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

9 86. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
10 penalties from DEFENDANTS in a representative action for the violations set forth above,
11 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
12 512, 1174(d), 1194, 1197, 1198, and 2802.

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

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

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

26 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
27 on behalf of an employer who violates, or causes to be violated, a section
28 of this chapter or any provision regulating hours and days of work in any

1 order of the Industrial Welfare Commission,” including Labor Code §§ 510
2 and 512, shall be subject to a civil penalty, in addition to any other penalty
3 provided by law, of fifty dollars (\$50) for initial violations for each
4 underpaid employee for each pay period for which the employee was
5 underpaid and one hundred dollars (\$100) for each subsequent violation for
6 each underpaid employee for each pay period for which the employee was
7 underpaid.

8 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
9 DEFENDANTS are subject to a civil penalty of five hundred dollars
10 (\$500).

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

20 88. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
21 penalty is not specifically provided, the following civil penalties are established: one hundred
22 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
23 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
24 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS’
25 violations of Labor Code provisions for which a civil penalty is not specifically provided,
26 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

27 89. PLAINTIFFS additionally seek reasonable attorney’s fees and costs pursuant to
28 Labor Code § 2699(g)(1).

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. For civil penalties according to proof, including but not limited to 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.

Respectfully submitted,
MATERN LAW GROUP, PC

Matthew M. Gordon

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
PHELLIPPE CARRILLO, JACQUELINE
NELSON, NARKITA THOMAS, ANDREA
CRUZ, CLARIE TUPUOLA, ALMA
PIERRE, MARIA BRENDA DECENA,
CHRISTINA FALLS, ASHLEY SMITH,
IRENE MENDEZ DURAN, CHARLENE
AMEZCUA, CHEYENNE MITCHELL,
STEVEN GONZALES, ELLEN ANN
DUONG, LEKECIA DUKES, and JOSHUA
RUBIO FLORES on behalf of themselves
and all other aggrieved employees

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

DATED: October 16, 2024

MATERN LAW GROUP, PC

Matthew M. Gordon

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
PHELLIPPE CARRILLO, JACQUELINE
NELSON, NARKITA THOMAS, ANDREA
CRUZ, CLARIE TUPUOLA, ALMA
PIERRE, MARIA BRENDA DECENA,
CHRISTINA FALLS, ASHLEY SMITH,
IRENE MENDEZ DURAN, CHARLENE
AMEZCUA, CHEYENNE MITCHELL,
STEVEN GONZALES, ELLEN ANN
DUONG, LEKECIA DUKES, and JOSHUA
RUBIO FLORES on behalf of themselves
and all other aggrieved employees

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

Carrillo, et al. v. Longwood Management Corp., et al.
LASC Case No. 20STCV44876

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On October 16, 2024, I served the following document or documents:

THIRD AMENDED COMPLAINT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Shera Y. Kwak, Esq.
Aja Nunn, Esq.
515 South Flower Street, Twenty-Fifth Floor
Los Angeles, California 90071-2228
Telephone: (213) 683-6310
Facsimile: (213) 996-3310
Email : leslieabbott@paulhastings.com
chrisjalian@paulhastings.com
sherakwak@paulhastings.com
ajanunn@paulhastings.com
irmagamino@paulhastings.com
rosemarysoliz@paulhastings.com

Attorneys for Defendants

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 16, 2024 at Manhattan Beach, California.



Hannah Ahn