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

12 PHELLIPPE CARRILLO, an individual, on
13 behalf of himself and all other aggrieved
14 employees; et al.,

15 Plaintiffs,

16 vs.

17 LONGWOOD MANAGEMENT CORP., a
18 California corporation; et al.,

19 Defendants.
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CASE NO.: 20STCV44876

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

**DECLARATION OF MATTHEW J.
MATERN IN SUPPORT OF JOINT
STIPULATION RE: PAGA
SETTLEMENT**

Complaint Filed:	November 20, 2020
FAC Filed:	November 30, 2020
SAC Filed:	December 6, 2021
TAC Filed:	October 18, 2024
Trial Date:	June 8, 2026

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1 violations. My office mailed Plaintiffs Nelson's and Thomas's LWDA letters to Defendants on
2 June 22, 2020. My office mailed Plaintiffs Cruz's and Tupuola's LWDA letters to Defendants
3 on July 17, 2020. My office mailed Plaintiffs Pierre's, Decena's, and Falls's LWDA letters to
4 Defendants on August 10, 2020. My office mailed Plaintiffs Smith's and Duran's LWDA letters
5 to Defendants on August 12, 2020. My office mailed Plaintiff Amezcua's LWDA letter to
6 Defendants on August 18, 2020. My office mailed Plaintiff Mitchell's LWDA letter to
7 Defendants on August 26, 2020. On August 8, 2024, my office mailed Plaintiff Duong's,
8 Flores's, Gonzales's, and Dukes's LWDA letters to Defendants. A true and correct copy of
9 Plaintiffs' LWDA letters is attached hereto as **Exhibit 1**.

10 5. Plaintiffs' operative complaint alleges one cause of action for penalties under the
11 California Labor Code Private Attorneys General Act of 2004 ("PAGA") based upon
12 Defendants' alleged failure to, inter alia, provide legally compliant meal periods, provide legally
13 compliant rest periods, pay overtime and minimum wages, pay all wages due to discharged and
14 quitting employees, maintain required records, furnish accurate itemized wage statements, and
15 indemnify employees for necessary expenditures incurred in discharge of their duties.

16 **Discovery and Investigation**

17 6. Prior to mediation, Defendants provided Plaintiffs with a random sampling of
18 timekeeping and payroll records constituting approximately 15% of aggrieved employees for
19 the period from September 16, 2019 through May 31, 2024, including time records for
20 approximately 29,171 pay periods. Defendants also provided Plaintiff with all relevant written
21 wage and hour policies. The parties retained an expert to conduct an analysis and extrapolation
22 of this data for missed, short, and late meal periods. The data expert also analyzed this data
23 sample for overtime and rounding issues. My office's investigation was sufficient to satisfy the
24 criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
25 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130. Accordingly,
26 Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed
27 Settlement.

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8. On September 23, 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.

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10. The PAGA Period means: (A) the period from September 16, 2019 through September 4, 2025, with respect to Covered Employees who, based on Defendants’ records, were employed directly by defendants Artesia Healthcare, Inc. dba Alameda Care Center, Burbank Healthcare LLC dba Burbank Healthcare and Rehabilitation Center, Burlington Convalescent Hospital LLC, Casa Bonita Convalescent Hospital LLC, Ira David Enterprises LLC dba Crofton Manor Inn, ADF Investments LLC dba Huntington Retirement Hotel, ICC Convalescent LLC dba Imperial Care Center, Normandie/Wilshire Retirement Hotel LLC dba California Healthcare Rehabilitation Center, San Dimas Retirement Center LLC, or Studio City Convalescent Hospital LLC dba Studio City Rehabilitation Center (“PAGA Period A”); and (B) the period from August 8, 2023 through the September 4, 2025, with respect to Covered Employees who, based on Defendants’ records, were employed directly by defendants Magnolia

1 Gardens Convalescent Hospital LLC, San Gabriel Convalescent Center LLC, Imperial Crest
2 Healthcare Center, LLC, or Shea Healthcare Center LLC dba Whittier Pacific Care Center
3 (“PAGA Period B”). As Steven E. Gonzales’s (directly employed by Magnolia Gardens
4 Convalescent Hospital LLC), Ellen Ann Duong’s (directly employed by San Gabriel Convalescent
5 Center LLC), Lekecia Dukes’s (directly employed by Imperial Crest Healthcare Center, LLC), and
6 Joshua Rubio Flores’s (directly employed by Shea Healthcare Center LLC) PAGA notice letters
7 were mailed on August 8, 2024, the parties agreed that PAGA claims against Defendants
8 Magnolia Gardens Convalescent Hospital LLC, San Gabriel Convalescent Center LLC, Imperial
9 Crest Healthcare Center, LLC, and Shea Healthcare Center LLC would commence on August 8,
10 2023.

11 11. Defendants represent that there are approximately 8,569 Covered Employees who
12 worked a total of 234,125 PAGA Pay Periods. My office calculates the maximum potential civil
13 penalties against Defendants to be approximately \$33,922,338. This amount will be the
14 maximum exposure in an “everything goes right” scenario if the case proceeded to trial on
15 behalf of these Covered Employees. This estimate is based on an analysis of the random sample
16 of timekeeping and payroll data produced by Defendants prior to mediation. A detailed
17 explanation of my office’s valuation is set forth below:

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

19 \$100 per employee x 234,125 PAGA pay periods x 31.9% violation rate = **\$7,468,588**

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

21 \$100 per employee x 234,125 PAGA pay periods x 25% violation rate = **\$5,853,125**

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

23 \$100 per employee x 234,125 PAGA pay periods x 2% violation rate = **\$468,250**

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

25 \$100 per employee x 234,125 PAGA pay periods x 10% violation rate = **\$2,341,250**

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

27 \$100 per employee x 234,125 PAGA pay periods x 40% violation rate = **\$9,365,000**
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1 **Failure to Indemnify for Necessary Business Expenses (Labor Code § 2802):**

2 \$100 per employee x 234,125 PAGA pay periods x 33% violation rate = **\$7,726,125**

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

4 \$100 per employee x 7,000 PAGA pay periods = **\$700,000**

5 **TOTAL POTENTIAL LIABILITY = \$33,922,338**

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

16 13. My office also considered the reality that courts have discretion to substantially
17 reduce any award of civil penalties on the grounds that “to do otherwise would result in an
18 award that is unjust, arbitrary and oppressive, or confiscatory,” pursuant to Labor Code §
19 2699(e)(2).

20 14. Further, while Plaintiffs and MLG remain confident in the merits of the case, a
21 legitimate controversy exists as to each predicate Labor Code claim. For example, Plaintiffs
22 contend that, due to Defendants’ practices, Covered Employees did not regularly receive timely,
23 uninterrupted meal and rest periods and were not paid all wages owed. On the other hand,
24 Defendants contends that Covered Employees received meal and rest periods and were paid for
25 all hours worked. Defendants further contend that they maintained lawful meal and rest break
26 policies. As a result, Defendants contend that, throughout the PAGA Period, they complied with
27 applicable California law.

28 15. In evaluating the claims and the proposed settlement, my firm took these factors

1 into consideration, as well as Defendants' defenses to the underlying causes of action, the
2 unsettled state of the law, and the risks and costs of continued litigation. The Settlement obviates
3 all of these risks.

4 16. Indeed, because of the proposed Settlement, the State of California and the
5 Covered Employees will receive timely relief and avoid the risk of an unfavorable judgment.
6 The Net Settlement Amount is currently estimated to be \$848,000.50, if the Court approves the
7 amounts requested for the PAGA Counsel Fees Payment, the PAGA Counsel Litigation
8 Expenses Payment, the PAGA Plaintiffs Payment, and the Administrator's Expenses Payment:

9	\$ 1,615,000.00	Gross Settlement Amount
10	- \$ 538,333.33	PAGA Counsel Fees Payment
11	- \$ 119,666.17	PAGA Counsel Litigation Expenses Payment
12	- \$ 70,000.00	PAGA Plaintiffs Payment
	- \$ 39,000.00	Administration Expenses Payment
	= \$ 848,000.50	Net Settlement Amount (PAGA Penalties)

13 Based thereon, the LWDA will receive \$636,000.38 as 75 percent of the PAGA Penalties to
14 assist with the enforcement of labor laws. The Settlement also provides an adequate benefit to
15 Covered Employees, who will share \$212,000.12 as 25 percent of the PAGA Penalties. It is
16 currently estimated that each Covered Employee, on average, will receive an Individual PAGA
17 Payment of approximately \$24.74 as part of the Settlement, which is based on Defendants'
18 representation that there are 8,569 Covered Employees who worked a total of 234,125 PAGA
19 Pay Periods. Furthermore, the Gross Settlement Amount of \$1,615,000.00 is significant enough
20 to deter Defendants from future violations, creating a disincentive for Defendants to engage in
21 unlawful business practices.

22 17. Considering the risks of continued litigation, the burdens of proof necessary to
23 establish liability, the unsettled state of the law, the possibility that the Court would reduce an
24 award of civil penalties, and the probability of appeal of a favorable judgment, it is clear that the
25 non-reversionary settlement amount of \$1,615,000.00 is fair, adequate, and reasonable in light
26 of PAGA's purpose to remediate present labor law violations, to deter future violations, and to
27 maximize enforcement of the California Labor Code. Although Plaintiffs and my office were
28 prepared to continue to litigate through trial and a possible appeal, we support the proposed

1 Settlement as being in the best interests of Covered Employees and the State of California.

2 **PAGA Plaintiffs Payment**

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

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

21 20. Plaintiffs faced many risks in pursuing this case as a representative action.
22 Because of Plaintiff's efforts, 8,569 Covered Employees will now participate in a settlement and
23 recover payment for wage violations they may never have known about on their own or been
24 willing to pursue on their own. If each Covered Employee attempted to pursue their legal
25 remedies individually, each person would have been required to expend a significant amount of
26 their own time and monetary resources. Few individuals are willing to diligently act as a
27 representative and assume the substantial risk should the employer prevail. As such, if Plaintiffs
28 would not have prevailed in this case, they could have been subjected to a cost award in the

1 amount of several thousands of dollars. Additionally, as a result of filing a representative action
2 against their former employers, Plaintiffs may face reputational risk among potential future
3 employers that could adversely impact their future job opportunities because they may be
4 viewed as litigious by certain prospective employers. This is a significant concern.

5 21. The Action would not have been possible without the aid of Plaintiffs, who put
6 their own time and effort into the litigation, sacrificed the value of their own individual claims,
7 and placed themselves at risk for the sake of Covered Employees and the State of California.
8 Indeed, by actively pursuing this action, Plaintiffs furthered California's public policy goal of
9 enforcing the State's wage and hour laws. *See Sav-On Drug Stores, Inc. v. Superior Court*
10 (2004) 34 Cal. 4th 319, 340 (recognizing the "clear public policy" that is specifically directed at
11 the enforcement of California wage laws). The result of the Settlement is very good and will
12 provide substantial monetary compensation to Covered Employees, and the requested PAGA
13 Plaintiffs Payment does not significantly reduce the total amount of the settlement fund. Thus,
14 the requested PAGA Plaintiffs Payment of \$5,000.00 to each Plaintiff, for a total of \$70,000.00
15 is a reasonable sum to compensate Plaintiffs for the risks and efforts in bringing this lawsuit.

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

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

20 **Attorneys' Fees**

21 24. The Settlement provides for attorneys' fees to PAGA Counsel in an amount up to
22 one-third of the Gross Settlement Amount, for a maximum fee award of \$538,333.33. Based on
23 my extensive experience in wage and hour class actions, I believe this request is reasonable. The
24 fee percentage requested is less than that charged by my office for other employment cases and
25 it is in line with the one-third recovery that was recognized as standard for class actions in *In re*
26 *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545. Furthermore, MLG invested significant
27 time and resources into the case for almost a five-year period, with payment deferred to the end
28 of the case, and then, of course, contingent on the outcome. The efforts of MLG have resulted in

1 substantial benefits to the State of California and Covered Employees in the form of a
2 significant settlement fund established to compensate Covered Employees for the alleged wage
3 and hour violations. On information and belief, without the efforts of MLG, the claims alleged
4 in the Actions would likely have gone without remedy.

5 25. MLG has invested significant time and resources into this case, with payment
6 deferred to the end and entirely contingent on the outcome. The efforts expended by my firm in
7 the lawsuit thus far include, but are not limited to, the following: interviews with Plaintiffs and
8 review of documents provided by Plaintiffs; drafting and sending PAGA notice letters to the
9 LWDA; drafting and filing the complaint, first amended complaint, second amended complaint,
10 and third amended complaint; attending status conferences and drafting status conference
11 statements; meeting and conferring with defense counsel to obtain relevant documents and
12 information; drafting an opposition to Defendants' demurrer; drafting an opposition to
13 Defendants' motion for sanctions; drafting a motion for leave to amend; drafting an opposition to
14 Defendants' motion to sequence discovery; drafting an opposition to Defendants' motion to
15 compel; communicating with Plaintiffs regularly regarding the status of the case; retaining an
16 expert in data analysis to analyze the data sample provided by Defendants for mediation;
17 reviewing Defendants' written policies; conducting legal research regarding Defendants' wage and
18 hour practices; working with the data expert to develop a damages analysis; drafting a mediation
19 brief; preparing for and attending mediation with mediator Kevin Barnes; preparing 6 Plaintiffs for
20 depositions and defending 5 Plaintiffs' depositions; drafting, negotiating, and revising the
21 Settlement; and working on a joint stipulation regarding the Settlement and drafting documents in
22 support of the same.

23 26. The amount of requested attorneys' fees is also reasonable based upon PAGA
24 Counsel's lodestar. As of the filing date, MLG's lodestar for the Action, not including my hours,
25 is **\$542,220.00** which is based upon **538.1 attorney hours** and **313.40 support staff hours** at
26 customary hourly rates. All of the hours were reasonable and necessary to achieve the excellent
27 result on behalf of the State of California and Covered Employees. This amount does not include
28 an estimate of the time MLG will invest to complete this case following approval and does not

1 include the time that I spent on this case. Based upon my experience, I estimate that MLG will
2 spend another 10-20 hours on this case, including monitoring the settlement administration
3 process and answering questions from Covered Employees and the settlement administrator. We
4 expect to have Covered Employees calling our office to inquire about the settlement payments and
5 to ask for further information. MLG also bears the risk of taking whatever actions are necessary if
6 Defendants fail to pay.

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

Name	Year Admitted	Hours	Rate	Fees
Attorneys				
Debra J. Tauger	1989	32.8	\$1,100.00	\$36,080.00
Matthew W. Gordon	2009	123.2	\$975.00	\$120,120.00
Julia Z. Wells	2017	28.4	\$775.00	\$22,010.00
Vanessa M. Rodriguez	2017	310.0	\$775.00	\$240,250.00
Erin Hutchins	2022	11.6	\$600.00	\$6,960.00
Margaret Crowley	2024	32.1	\$500.00	\$16,050.00
Support Staff				
Hannah Ahn	N/A	164.1	\$325.00	\$53,332.50
Michelle Hemer	N/A	29.3	\$325.00	\$9,522.50
Jasmin Hidalgo	N/A	97.9	\$325.00	\$31,817.50
Miranda Matern	N/A	8.3	\$325.00	\$2,282.50
Crystal Owings	N/A	13.8	\$325.00	\$3,795.00
TOTAL LODESTAR:		851.5		\$542,220.00

26 28. MLG is a 25-attorney law firm that is actively and continuously practicing in
27 employment litigation, almost exclusively, representing employees in both individual and class
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1 actions in both state and federal courts throughout California.

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

5 30. MLG has been counsel in a number of cases which resulted in published appellate
6 victories including two of the leading “me-too” witness cases in California, *Pantoja v. Anton*
7 (2011) 198 Cal.App.4th 87 and *Meeks v. AutoZone, Inc.* (2018) 24 Cal.App.5th 855. Recently,
8 MLG obtained the published reversal of an adverse judgment in a PAGA bench trial, *Zuniga v.*
9 *Alexandria Care Center, LLC* (2021) 67 Cal.App.5th 871. Other published appellate victories
10 include *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277; *Julian v. Glenair* (2017) 17
11 Cal.App.5th 853; *Ventura v. ABM Industries, Inc.* (2012) 212 Cal.App.4th 258; *Franco v.*
12 *Arakelian Enterprises, Inc.* (2012) 211 Cal.App.4th 314; *Fuentes v. AutoZone, Inc.* (2011) 200
13 Cal.App.4th 1221; *Gutierrez v. California Commerce Club* (2010) 187 Cal.App.4th 969; *Franco*
14 *v. Athens Disposal Company, Inc.* (2009) 171 Cal.App.4th 1277. Unpublished appellate
15 successes include *Christman v. Apple Am. Grp. II, LLC*, No. B271937, 2017 WL 4402124 (Cal.
16 Ct. App. Oct. 4, 2017); *Pauley v. CF Entm’t*, No. 14-55131, 2016 WL 1169425 (9th Cir. Mar.
17 25, 2016) (two related appeals); *Pauley v. CF Entm’t*, No. 17-56057, 2019 WL 2089930 (9th
18 Cir. May 13, 2019) (three related appeals); *Navarro v. 4 Earth Farms, Inc.*, No. B28485, 2019
19 WL 493781 (Cal. Ct. App. Feb. 8, 2019); *Soto v. Superior Court of San Bernardino Cty.*, No.
20 E071920, 2019 WL 4254631 (Cal. Ct. App. Sept. 9, 2019) (writ issued), and *Rojas v. Glenair,*
21 *Inc.*, No. B302402, 2020 WL 4435156, (Cal. Ct. App. Aug. 3, 2020) review den. (Nov. 10,
22 2020). The California Supreme Court granted MLG’s request for depublication of three opinions
23 detrimental to workers: *Cacho v. Eurostar, Inc.*, No. S260295, *Starks v. Vortex Industries, Inc.*,
24 No S264854 and *Salazar v. See’s Candy Shops, Inc.*, No. S269268.

25 31. In 1992, I founded the general partnership that later became known as Rastegar &
26 Matern, Attorneys at Law, A Professional Corporation. In 2012, I founded the Law Offices of
27 Matthew J. Matern, which changed its name to Matern Law Group in January 2014, and then to
28 Matern Law Group, PC in May 2016. Since 1992, I have been heavily, successfully, and

1 continuously involved in active litigation and trial work, including extensive work in
2 employment litigation and wage and hour class actions.

3 32. Over the course of my career, I have served as plaintiff's counsel in over 150
4 putative class and representative action settlements, with many of them settling in the seven-
5 figure range, including settlements in the amount of \$140 million, \$50 million, \$26 million,
6 \$19.9 million, and \$18 million. I have represented clients in numerous wage and hour class
7 action lawsuits that settled with per-class-member recoveries in a range similar to the anticipated
8 per-class-member recovery in this case. I have represented clients in numerous wage and hour
9 class action lawsuits that settled with per-class-member recoveries in a range similar to the
10 anticipated per-class-member recovery in the instant case.

11 33. Of the 25 attorneys at MLG, I am the attorney with the most active trial and
12 pretrial calendar. I have personally tried approximately 25 cases, including approximately 20
13 jury trials.

14 34. My work has led me to be recognized as a Southern California Super Lawyer
15 every year since 2009.

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

18 36. Matthew W. Gordon is a partner and shareholder at MLG. Mr. Gordon graduated
19 *summa cum laude* from Princeton University in 1995 and he was elected to Phi Beta Kappa. He
20 received his J.D. from the University of California, Los Angeles School of Law in 2009. He
21 became a member of the State Bar of California in December 2009, and he has been an active
22 member in good standing continuously since then. Mr. Gordon has concentrated his practice
23 exclusively in employment litigation since he was admitted to the Bar. He has worked on
24 numerous contested motions for class certification in wage and hour cases and obtained approval
25 of dozens of class action and PAGA settlements. Mr. Gordon has argued two appeals in the
26 California Courts of Appeal, both of which resulted in decisions advancing workers' rights,
27 including *Eda Sanchez Olivares v. Fountain Valley Regional Hospital and Medical Center*, No.
28 G053514, 2018 WL 330134 (Cal. Ct. App. Jan. 9, 2018)), a case in which the Court of Appeal

1 affirmed the denial of a motion to compel arbitration of a wage and hour class action, and *Tellez*
2 *v. Rich Voss Trucking, Inc.* (2015) 240 Cal.App.4th 1052, a published opinion reversing the trial
3 court's order denying class certification. Mr. Gordon was selected to the Southern California
4 Rising Stars list in 2016, 2017, 2018, and 2019. Mr. Gordon was selected to Southern California
5 Super Lawyers in 2024 and 2025. Based on his skill and experience, Mr. Gordon's 2025 hourly
6 billing rate of \$975 is reasonable.

7 37. Senior Associate Debra J. Tauger heads MLG's law and motion department and
8 its Appellate Team. Ms. Tauger graduated from the University of California, Los Angeles in
9 1981 and received her J.D. from Suffolk University Law School in 1987 where she received the
10 American Jurisprudence Award in her Employment Law class and was on the Dean's List. She
11 has been an active member of the California State Bar in good standing since December
12 1989. She is also admitted to the Massachusetts Bar. Ms. Tauger works on both individual
13 litigation and wage and hour class actions. Ms. Tauger wrote the winning appellate briefs in
14 *Ibarra v. Chuy & Sons Labor, Inc.* (2024) 102 Cal.App.5th 874 (reversal of dismissal of PAGA
15 case based on insufficient PAGA notice); *Argueta v. Worldwide Flight Servs., Inc.* (2023) 97
16 Cal.App.5th 822 (reversal of defense verdict in sexual harassment trial); *Zuniga v. Alexandria*
17 *Care Center, LLC* (2021) 67 Cal.App.5th 871 (reply brief - defense verdict in PAGA bench trial
18 reversed); *Julian v. Glenair* (2017) 17 Cal.App.5th 853; *Miranda v. Guess? Retail, Inc.* (Cal. Ct.
19 App. June 25, 2024, No. B323439) 2024 WL 3158208 (reversing dismissal of PAGA claim
20 based on standing and manageability); *Fredeen v. California Cemetery and Funeral Services,*
21 *LLC* (Cal. Ct. App., June 11, 2024, No. B326031) 2024 WL 2930024 (affirming denial of
22 motion to compel arbitration based on unconscionability); *Morales v. Garfield Beach CVS, LLC*
23 (Cal.App. 2 Dist., 2024) 2024 WL 356877, review granted, May 1, 2024, No. S284011, review
24 dism. and cause remanded Oct. 30, 2024 (affirming approval of class action and PAGA
25 settlement); *Haaverson v. Tavistock Freebirds, LLC* (Cal. Ct. App., Aug. 18, 2023, No.
26 A164043) 2023 WL 5318401 (affirming attorney fee award in PAGA case); *Rojas v. Glenair,*
27 *Inc.* (Cal. Ct. App. Aug. 3, 2020) No. B302402, 2020 WL 4435156 (reversing order sustaining
28 demurrer without leave to amend under relation-back theory); *Navarro v. 4 Earth Farms, Inc.*

1 (Cal. Ct. App. Feb. 8, 2019) No. B284853, 2019 WL 493781 (affirming judgment in sexual
2 harassment jury trial); *Soto v. Superior Court of San Bernardino Cty.* (Cal. Ct. App. Sept. 9,
3 2019) No. E071920, 2019 WL 4254631 (writ issued); *Pauley v. CF Entertainment* (9th Cir.
4 2019) 773 F. App'x 357 (reversing order dismissing comedy writers' claims against their
5 employer for violation of the Labor Code and against their union for breach of duty of fair
6 representation); *Pauley v. CF Entertainment* (9th Cir. 2016) 646 F. App'x 498 (same);
7 *Christman v. Apple Am. Grp. II, LLC* (Cal. Ct. App. Oct. 4, 2017) No. B271937, 2017 WL
8 4402124 (affirming denial of motion to compel arbitration of PAGA claim). She also defeated
9 the requests for depublication and petition for review in *Zuniga*, and two petitions for review in
10 *Rojas*. Based on her skill and experience, Ms. Tauger's 2025 hourly billing rate of \$1,100.00 is
11 reasonable.

12 38. Senior Associate Julia Z. Wells received her undergraduate degree from the
13 University of Wisconsin-Madison in 2013 and graduated *cum laude* from the University of
14 Wisconsin Law School in May 2016. Ms. Wells was admitted to the Wisconsin State Bar in
15 August 2016 and the California State Bar in February 2017. Ms. Wells focuses her practice
16 exclusively in employment litigation. Ms. Wells has handled numerous wage-and-hour class and
17 representative actions, and also represents employees in single-plaintiff disputes. Ms. Wells has
18 been appointed to serve as Class Counsel in multiple certified wage and hour class action cases
19 in both state and federal courts. Ms. Wells has successfully written and argued motions for class
20 certification, opposed numerous motions for summary judgment and other dispositive motions,
21 and has successfully argued before the California Court of Appeal. Ms. Wells has experience
22 serving as first-chair counsel during jury trial, bench trial and arbitration. In 2020 and from
23 2022-2025, Ms. Wells has been selected as a Southern California Rising Star by Super Lawyers.
24 Based on her skill and experience, Ms. Wells' 2025 hourly billing rate of \$775 is reasonable.

25 39. Vanessa M. Rodriguez is an associate attorney at MLG. Ms. Rodriguez received
26 her undergraduate degree from the University of Wisconsin-Madison in 2013, graduating *cum*
27 *laude*, and graduated from the University of Wisconsin Law School in 2017. Ms. Rodriguez was
28 admitted to the Wisconsin State Bar in May 2017 and the California State Bar in November

1 2017. Since gaining admission to the California Bar, Ms. Rodriguez has focused her practice
2 exclusively in employment litigation. She has handled numerous wage-and-hour cases and also
3 represents employees in single-plaintiff disputes. Ms. Rodriguez successfully second chaired a
4 sexual harassment trial in November 2021, securing a \$445,000 verdict in favor of her client,
5 and settled a wage and hour class and representative action for \$50 million in 2022. Ms.
6 Rodriguez authored “The Compelling Evidence of ‘Me Too,’” which was published in the Los
7 Angeles Lawyer in September 2019 (Volume 42, No. 6, pp. 26-30) and “The \$7 Million Reason
8 to Pay Attention to the Fair Employment and Housing Act,” which was published in the Daily
9 Journal on April 11, 2024 (p. 5). Ms. Rodriguez was selected to the Southern California Rising
10 Stars list from 2021 to 2025. Based on her skill and experience, Ms. Rodriguez’s 2025 hourly
11 billing rate of \$775.00 is reasonable.

12 40. Erin R. Hutchins is an associate attorney at MLG. Ms. Hutchins received her
13 undergraduate degree from the University of British Columbia in 2019 and graduated magna
14 cum laude from the University of California College of the Law, San Francisco (formerly UC
15 Hastings) in 2022. Ms. Hutchins was admitted to the State Bar of California in December 2022,
16 and has been an active member in good standing continuously since then. Ms. Hutchins began
17 working in litigation during the summer after her second year of law school in 2021 and has
18 been practicing plaintiff-side employment law since May 2023, working on both class action
19 and individual cases. Based on her skill and experience, Ms. Hutchins’ 2025 hourly billing rate
20 of \$600.00 is reasonable.

21 41. Margaret Crowley is a former associate attorney of MLG. Ms. Crowley received
22 her undergraduate degree from the University of California, Davis in 2020 and graduated from
23 the University of California, College of the Law, San Francisco (formerly UC Hastings) in 2024.
24 While in law school, Ms. Crowley served as the Symposium Editor of the UC Law SF
25 Communications & Entertainment Journal. She received the CALI Excellence for the Future
26 Award for the highest grade in Employment Law and earned Honorable Mention for Best Oral
27 Argument in Legal Research & Writing II. Ms. Crowley was admitted to the State Bar of
28 California in December 2024. Ms. Crowley clerked for plaintiff-side employment law firms and

1 during her time with MLG, Ms. Crowley handled wage and hour class and representative actions
2 as well as employees in single-plaintiff disputes. Based on her skill and experience, Ms.
3 Crowley's 2025 hourly billing rate of \$500.00 is reasonable.

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

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

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

23 C. Michelle Hemer was a former legal assistant at MLG from August 2023 to
24 June 2025. She received her B.A. in Political Science in 2023 from California State University,
25 Los Angeles. Ms. Hemer has substantial experience preparing documents for filing in state and
26 federal courts, as well as drafting and responding to discovery and preparing pretrial documents.
27 Ms. Hemer is knowledgeable about Westlaw and proficient in a broad range of office software
28 including Microsoft Word, Adobe Acrobat, Excel, PowerPoint, and ProLaw. Ms. Hemer is

1 bilingual and translated documents and interpreted for MLG's Spanish speaking clients.

2 D. Former administrative assistant Miranda Matern was employed by MLG
3 between the years 2020 and 2023. Ms. Matern received her B.S. degree *summa cum laude* in
4 Psychology from Michigan State University in 2020 with a Minor in Law, Justice and Public
5 Policy and received the Honors College National, Presidential Study Abroad and the Red Cedar
6 Scholarships, among other accolades. While in college, Ms. Matern was the only undergraduate
7 invited to clerk for the Honorable Rosemarie Aquilina (30th Circuit Court), who is most recently
8 known for presiding over the trial of Larry Nassar regarding the U.S.A. Gymnastics abuse
9 scandal. Also during college, Ms. Matern worked in an employment law firm in Chicago,
10 Illinois, analyzing documentary evidence to support cases, among other tasks. Ms. Matern now
11 attends UCLA Law School.

12 E. Former MLG Legal Assistant Crystal Owings was employed by MLG for
13 five years. She received her B.A. in Environmental Studies from the University of California,
14 Santa Cruz in 2015. Ms. Owings developed substantial experience preparing documents for
15 filing in state and federal courts and drafting and responding to discovery. Ms. Owings is fully
16 fluent in Spanish and assisted in preparing clients for depositions and attending client
17 depositions for translation purposes. She is knowledgeable about Westlaw and proficient in a
18 broad range of office software including Microsoft Word, Adobe Acrobat, Excel, PowerPoint
19 and ProLaw.

20 43. The current billing rate for all of the MLG support staff members above is \$325,
21 which I believe is reasonable based on their skill and experience. *See In re LinkedIn User Priv.*
22 *Litig.*, 309 F.R.D. 573, 591 (N.D. Cal. 2015) (reasonable rate for litigation support staff from
23 \$150 to \$240 in 2015); *Cabrales v. BAE Sys. San Diego Ship Repair, Inc.*, No. 21-CV-02122-
24 AJB-DDL, 2025 WL 2098757, at *13-14 (S.D. Cal. July 25, 2025) (approving an hourly rate of
25 \$325 for support staff members).

26 44. My office requests the foregoing billable rates be applied in this case, as the rates
27 are more than reasonable in the Southern California legal market for attorneys who handle
28 complex class actions and PAGA actions involving hundreds of employees. Throughout my

1 practice as an attorney, I have become familiar with customary billing rates for attorneys of
2 comparable background, training, and experience as mine in California federal and state courts. I
3 have obtained knowledge of the prevailing hourly rates in the community for work of a similar
4 nature and complexity to the work in this case from a variety of sources, including: (a) my
5 communications with other employment law attorneys about their rates; (b) my familiarity with
6 fee applications and orders in other cases; (c) my independent research and knowledge of the
7 prevailing market rates based on fee requests of other counsel and my familiarity with rates
8 charged in other law firms; and (d) my independent reading and research of legal newspapers,
9 journals, and treatises regarding law firms' billing rates. Based on this information, I believe that
10 MLG's current rates are fully consistent with the market rate for attorneys with comparable
11 expertise, experience, and qualifications.

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

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

21 B. In *Morgan v. Rohr, Inc., et al.*, United States District Court for the Southern
22 District of California, Case No. 3:20-CV-00574-GPC-AHG, Judge Gonzalo P. Curiel issued an
23 order granting final approval of a class action settlement and attorneys' fees to MLG, finding
24 MLG's "hourly rates are reasonable and in line with rates prevailing in the community for
25 attorneys of comparable skill, experience, and reputation" and approving the following attorneys'
26 2025 rates: Matthew J. Matern: \$1,200; Matthew W. Gordon: \$975; Vanessa M. Rodriguez: \$775;
27 Erin Hutchins: \$600; legal assistants: \$325.

1 C. In *Safflor v. Esa Management, LLC*, United States District Court for the
2 Northern District of California, Case No. 22-cv-05800-AGT, Judge Alex G. Tse found that
3 MLG's requested attorneys' fees are "reasonable based on Class Counsel's lodestar" and approved
4 the following attorneys' 2024 hourly rates: Matthew J. Matern: \$1,075; Matthew W. Gordon:
5 \$925; and Dalia Khalili: \$975.

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

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

14 F. In *Reyes v. Map Cargo Global Logistics*, Los Angeles County Superior
15 Court, Case No. 19STCV06474, Judge Kenneth R. Freeman found that MLG's requested fees are
16 "reasonable under the lodestar method" and approved the following MLG attorneys' 2024 hourly
17 rates: Dalia Khalili: \$975.

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

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

26 46. MLG's hourly rates are also in line with the rates approved in other cases. *See*
27 *Roberti v. OSI Sys., Inc.*, No. CV1309174MWFMRW, 2015 WL 8329916, at *7 (C.D. Cal. Dec.
28 8, 2015) (finding rates between \$525 and \$975 per hour reasonable); *Rodriguez v. County of Los*

1 *Angeles*, 96 F.Supp.3d 1012, 1023 (C.D. Cal. 2014) (approving attorney rates in 2014 from \$500
2 to \$975); *Perfect 10, Inc. v. Giganews, Inc.*, No. CV 11-07098-AB SHX, 2015 WL 1746484, at
3 *15-18 (C.D. Cal. Mar. 24, 2015), *aff'd*, 847 F.3d 657 (9th Cir. 2017) (finding hourly rates of
4 \$825-\$930 for a senior partner, \$350-\$690 for associates, and \$290 and \$240 for support staff—
5 for work performed in 2011 and 2014—to be reasonable and prevailing market rates at that time).

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

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

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

15 C. In 2025, Judge J. Omar Rodriguez of the San Benito County Superior Court
16 granted MLG's attorney fee request for "one-third of the Gross Settlement Amount under the
17 common fund doctrine" in *Avena v. Pacific Scientific Energetic Materials Company (California)*
18 *LLC*, Case No. CU-20-00062.

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

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

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

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

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

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

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

14 K. In 2020, in the matter of *Lenard v. Buy Buy Baby, Inc.*, LASC Case No.
15 BC647134, Judge Maren E. Nelson awarded MLG’s attorney fee request for one-third of the
16 Maximum Settlement Amount, stating that the request “is reasonable under the common fund
17 method.”

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

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

1 we prevail at trial or successfully settle our clients' cases.

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

7 51. Based on the contingent risk, the significant benefit conferred on Covered
8 Employees and State of California as a result of the settlement, the skill displayed by MLG in
9 achieving a substantial settlement, and the quality of its representation, an award of attorneys'
10 fees in the amount of \$ 538,333.33 is reasonable and appropriate in this Action. Without MLG's
11 tenacious efforts, this exceptional outcome would not have been achieved.

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

13 **MLG's Requested Costs are Reasonable**

14 53. The Settlement provides for reimbursement of Plaintiffs' Counsel's costs and
15 expenses not to exceed \$120,000.00. MLG's current litigation costs amount to **\$119,666.17**. All of
16 these costs are those which a fee-paying client would ordinarily have to pay, were necessary to
17 prosecute the Action, and were incurred for the benefit of Covered Employees and the State of
18 California. The following table shows a breakdown of the costs incurred by MLG to date in this
19 case:

Cost Description	Amount
Court Costs / Filing Fees / Service	\$2,601.43
Postage	\$46.43
Court Reporters / Transcripts	\$15,239.17
Meals / Mileage / Parking	\$936.66
Mediation Fees	\$3,750.00
Expert Services	\$20,499.75
Investigation Services	\$74,594.45
Research Services	\$1,998.28
Total MLG Costs:	\$119,666.17

26
27 **Settlement Administrator**

28 54. The parties have agreed to use CPT Group, Inc. ("CPT") as the third-party

1 Settlement Administrator. CPT provided my office with a not-to-exceed estimate of \$39,000.00,
2 a true and correct copy of which is attached hereto as **Exhibit 3**. No one at MLG has any
3 financial interest in or otherwise has a relationship with CPT which would create a conflict of
4 interest. Given the number of Covered Employees and the scope of the duties to be performed
5 by CPT, I believe that the Settlement Administration Costs are reasonable and should be
6 approved.

7 **Submission of Proposed Settlement Agreement to LWDA**

8 55. On November 25, 2025, my office submitted a copy of the proposed Settlement to
9 the LWDA through their online portal. Attached hereto as **Exhibit 4** is a true and correct copy of
10 the November 25, 2025 auto-reply email from the California LWDA DIR PAGA Unit,
11 confirming receipt of our submission of the proposed Settlement Agreement.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Executed on November 25, 2025 at Venice, California.

14 
15 _____
16 MATTHEW J. MATERN

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

April 14, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM- 713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Phellippe Carrillo

Employers: Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico

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Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Phellippe Carrillo (“Mr. Carrillo”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Carrillo 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. Carrillo’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Mr. Carrillo’s demand for preservation and non-spoilation 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. Carrillo’s employment and potential claims must be preserved, even without a court order.

Spoilation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including “adverse inference” jury instructions. Furthermore, intentional spoilation of evidence may carry criminal consequences pursuant to California Penal Code

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§ 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Mr. Carrillo 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

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.

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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. Carrillo 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. Carrillo’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. Carrillo and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Mr. Carrillo and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Mr. Carrillo and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Mr. Carrillo’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Mr. Carrillo 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. Carrillo 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. Carrillo 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. Carrillo and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Mr. Carrillo’s and other aggrieved employees’ rest breaks were frequently interrupted by co-workers requesting their

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assistance in caring for residents. Longwood Management expected Mr. Carrillo and other aggrieved employees to stop their rest breaks and assist their co-workers. When Mr. Carrillo and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Mr. Carrillo and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Mr. Carrillo 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. Carrillo 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. Carrillo 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. Carrillo and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Carrillo and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Mr. Carrillo 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. Carrillo and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Mr. Carrillo and other aggrieved employees; failing to properly maintain Mr. Carrillo's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Mr. Carrillo 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. Carrillo 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

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No. 5-2001. Longwood Management failed to compensate Mr. Carrillo 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. Carrillo and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Mr. Carrillo and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Carrillo and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Mr. Carrillo and other aggrieved employees; failing to properly maintain Mr. Carrillo's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Mr. Carrillo 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. Carrillo and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Mr. Carrillo 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. Carrillo and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Mr. Carrillo and other aggrieved employees to work off-the-clock without compensation, and required Mr. Carrillo and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Mr. Carrillo and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Mr. Carrillo and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires

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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. Carrillo 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. Carrillo and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Mr. Carrillo and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Mr. Carrillo 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. Carrillo 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. Carrillo 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

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employing Mr. Carrillo 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. Carrillo 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, 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. Carrillo 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. Carrillo and other aggrieved employees, as explained above. As a result, Mr. Carrillo'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, 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. Carrillo 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

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failed to indemnify Mr. Carrillo 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.

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. Carrillo'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. Carrillo's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Mr. Carrillo'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. Carrillo 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

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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. Carrillo's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

1 MATERN LAW GROUP, PC
2 MATTHEW J. MATERN (SBN 159798)
3 MATTHEW W. GORDON (SBN 267971)
4 VANESSA M. RODRIGUEZ (SBN 316382)
5 1230 Rosecrans Avenue, Suite 200
6 Manhattan Beach, California 90266
7 Telephone: (310) 531-1900
8 Facsimile: (310) 531-1901

9 Attorneys for Plaintiffs
10 FABIAN KNOWLES and PHELLIPPE
11 CARRILLO, individually, and on behalf of
12 all other aggrieved employees

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

FABIAN KNOWLES, an individual, on behalf
of himself and all other aggrieved employees,
and PHELLIPPE CARRILLO, an individual,
on behalf of himself and all other aggrieved
employees,

Plaintiffs,

vs.

LONGWOOD MANAGEMENT CORP., a
California corporation; ALDEN
ENTERPRISES, INC., a California corporation;
ARTESIA HEALTHCARE, INC., a California
corporation; BROADWAY MANOR CARE
CENTER, INC., a California corporation;
BURBANK HEALTHCARE, INC., a California
corporation; BURLINGTON
CONVALESCENT HOSPITAL, INC., a
California corporation;
NORMANDIE/WILSHIRE RETIREMENT
HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL,
INC., 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;
CRENSHAW ENTERPRISES, INC., a
California corporation; GREEN ACRES
LODGE, INC., a California corporation;
ICC CONVALESCENT CORP., a California
corporation; IMPERIAL CREST

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

HEALTHCARE CENTER, LLC, a California
limited liability company; NORWALK
HEALTHCARE, INC., 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, INC., a
California corporation; MONTEREY CARE
CENTER, INC., a California corporation;
MONTROSE HEALTHCARE, INC., a
California corporation; NORTHRIDGE CARE
CENTER, INC., a California corporation; JRB
INVESTMENTS, INC., a California
corporation; PARK ANAHEIM HEALTH
CARE, LLC, a California limited liability
company; PICO RIVERA HEALTHCARE,
INC., a California corporation; SAN GABRIEL
CONVALESCENT CENTER, INC., a
California corporation; SHEA HEALTHCARE
CENTER, INC., a California corporation;
ABILITY HOMECARE, INC., a California
corporation; COLDWATER CARE CENTER
LLC, a California limited liability company;
STUDIO CITY CONVALESCENT
HOSPITAL, a California corporation;
SUNNYVIEW CONVALESCENT
HOSPITAL, INC., a California corporation;
VIEW PARK CONVALESCENT HOSPITAL,
INC., a California corporation; CANOGA
HEALTHCARE, INC., a California
corporation; TZIPPY CARE, INC., a California
corporation; HOSPICE CHEER, a California
corporation; IRA DAVID ENTERPRISES,
INC., a California corporation; ADF
INVESTMENTS, INC., a California
corporation; SAN DIMAS RETIREMENT
CENTER, INC., a California corporation;
CROFTON MANOR ASSOCIATES, L.P., a
California limited partnership; and DOES 1
through 50, inclusive,

Defendants.

1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”) and PHELLIPPE
2 CARRILLO (“PLAINTIFF CARRILLO” and collectively with PLAINTIFF KNOWLES as
3 “PLAINTIFFS”), on behalf of themselves and all other current and former non-exempt
4 employees of DEFENDANTS (as defined in Paragraph 1 below) who worked for
5 DEFENDANTS in the State of California at any time during the relevant statutory period
6 (“AGGRIEVED EMPLOYEES”), hereby allege as follows:

7 **INTRODUCTION**

8 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
9 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
10 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
11 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
12 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
13 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
14 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
15 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
16 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
17 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
18 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
19 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
20 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
21 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND
22 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
23 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
24 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
25 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
26 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a
27 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
28 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,

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

18 **JURISDICTION AND VENUE**

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

23 3. Venue is proper in this judicial district and the County of Los Angeles, California
24 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
25 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS' unlawful actions
26 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 non-exempt employees.

5. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD MANAGEMENT CORP. 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 CORP. 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 CORP. 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, 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 ALDEN ENTERPRISES, 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, ALDEN ENTERPRISES, INC. 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, 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

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

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

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

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

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

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

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

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

1 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
2 in the County of Los Angeles, State of California.

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

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

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

24 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
25 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
26 liability corporation organized and existing under the laws of the State of California.
27 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
28 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and

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

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

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

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

26 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
27 MANOR INVESTMENTS LP is, and at all times relevant hereto was, a limited partnership
28 organized and existing under the laws of the State of California. PLAINTIFFS are further

1 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is
2 authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, LONGWOOD MANOR
4 INVESTMENTS LP maintains offices and conducts business in the County of Los Angeles, State
5 of California.

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

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

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

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

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

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

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

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

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

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

23 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
24 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC

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

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

9 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
10 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL,
13 INC. is authorized to conduct business in the State of California, and does conduct business in the
14 State of California. Specifically, upon information and belief, SUNNYVIEW
15 CONVALESCENT HOSPITAL, INC. maintains offices and conducts business in the County of
16 Los Angeles, State of California.

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

25 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
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 CANOGA 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, CANOGA HEALTHCARE, INC. maintains offices and conducts
3 business in the County of Los Angeles, State of California.

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

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

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

25 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
26 INVESTMENTS, 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 ADF INVESTMENTS, 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, ADF INVESTMENTS, INC. maintains offices and conducts business in
3 the County of Los Angeles, State of California.

4 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
5 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
6 and existing under the laws of the State of California. PLAINTIFFS are further informed and
7 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. 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, SAN DIMAS RETIREMENT CENTER, INC.
10 maintains offices and conducts business in the County of Los Angeles, State of California.

11 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
12 MANOR ASSOCIATES, L.P. is, and at all times relevant hereto was, a limited partnership
13 organized and existing under the laws of the State of California. PLAINTIFFS are further
14 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. 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, CROFTON MANOR ASSOCIATES,
17 L.P. maintains offices and conducts business in the County of Los Angeles, State of California.

18 45. 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 46. 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 47. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
6 were employed by DEFENDANTS under employment agreements that were partly written, partly
7 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
8 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
9 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
10 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
11 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
12 rest period premium payments; failing to properly maintain records; failing to provide accurate
13 itemized statements for each pay period; failing to timely pay wages during employment; failing
14 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
15 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
16 violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare
17 Commission ("IWC") Wage Order.

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

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

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PAGA REPRESENTATIVE ACTION ALLEGATIONS

50. 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.

51. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by online filing on July 2, 2019 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. PLAINTIFF KNOWLES submitted the required \$75.00 filing fee to the LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF KNOWLES 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, PLAINTIFF KNOWLES has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

52. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by online filing on April 14, 2020 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. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF CARRILLO 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, PLAINTIFF CARRILLO has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

2 **FACTUAL ALLEGATIONS**

3 **Failure to Provide Required Meal Periods**

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

5 53. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
6 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
7 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
8 30-minute meal period, or to work through them, and have failed to otherwise provide the
9 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
10 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

16 **Failure to Provide Required Rest Periods**

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

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

22 56. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
23 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
24 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
25 hour of compensation at each employee's regular rate of pay for each workday that a rest period
26 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]

57. 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.

58. 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.

59. 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.

1 **Failure to Pay Minimum Wages**

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

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

6 61. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

17 **[Cal. Labor Code § 204]**

18 62. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

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

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

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

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

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

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

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

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

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

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

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

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

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

15 **Failure to Maintain Required Records**

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

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

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

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

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

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

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

1 EMPLOYEES pursuant to Labor Code § 558(a).

2 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
3 DEFENDANTS are subject to a civil penalty of five hundred dollars
4 (\$500).

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

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

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

23 **PRAYER FOR RELIEF**

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

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

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

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

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

8 DATED: April __, 2020

Respectfully submitted,

9 MATERN LAW GROUP, PC
10

11 By: _____

12 MATTHEW J. MATERN
13 MATTHEW W. GORDON
14 VANESSA M. RODRIGUEZ
Attorneys for Plaintiff
15 FABIAN KNOWLES and PHELLIPPE
16 CARRILLO on behalf of themselves and all
17 other aggrieved employees
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DATED: April __, 2020

MATERN LAW GROUP, PC

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June 22, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM- 713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Jacqueline Nelson

Employers: Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico

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Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Jacqueline Nelson (“Ms. Nelson”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Nelson 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. Nelson’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Nelson. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Nelson alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice

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This letter also serves as notice of Ms. Nelson's demand for preservation and non-spoilation 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. Nelson's employment and potential claims must be preserved, even without a court order.

Spoilation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoilation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Nelson 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.² 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

submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

² "[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.

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. Nelson 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. Nelson’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. Nelson and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Nelson and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Nelson and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Nelson’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Nelson 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. Nelson 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

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permitting Ms. Nelson 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. Nelson and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Nelson's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Nelson and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Nelson and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Nelson and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Nelson 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. Nelson 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. Nelson 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. Nelson and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Nelson and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Nelson 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. Nelson and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Nelson and other aggrieved employees; failing to properly maintain Ms. Nelson's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Nelson 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

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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. Nelson 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. Nelson 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. Nelson and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Nelson and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Nelson and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Nelson and other aggrieved employees; failing to properly maintain Ms. Nelson's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Nelson 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. Nelson 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. Nelson 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. Nelson and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Nelson and other aggrieved employees to work off-the-clock without compensation, and required Ms. Nelson and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed

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to pay Ms. Nelson 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. Nelson 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. Nelson 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. Nelson and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Nelson and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Nelson 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. Nelson 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.

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Longwood Management failed to provide Ms. Nelson 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. Nelson 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. Nelson 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, 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. Nelson 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. Nelson and other aggrieved employees, as explained above. As a result, Ms. Nelson'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, 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. Nelson and other aggrieved employees.

June 22, 2020

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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. Nelson 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.

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. Nelson'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. Nelson's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Nelson'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. Nelson 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. Nelson's complaints.

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MATERN LAW GROUP, PC

June 22, 2020

Page 11 of 11

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

A handwritten signature in blue ink, appearing to read 'M. J. Matern', with a stylized, cursive script.

Matthew J. Matern

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
FABIAN KNOWLES, PHELLIPPE
CARRILLO, JACQUELINE NELSON, and
NARKITA THOMAS, individually, and on
behalf of all other aggrieved employees

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

FABIAN KNOWLES, an individual, on behalf
of himself and all other aggrieved employees;
PHELLIPPE 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; and NARKITA
THOMAS, an individual, on behalf of herself
and all other aggrieved employees

Plaintiffs,

vs.

LONGWOOD MANAGEMENT CORP., a
California corporation; ALDEN ENTERPRISES,
INC., a California corporation; ARTESIA
HEALTHCARE, INC., a California corporation;
BROADWAY MANOR CARE CENTER, INC.,
a California corporation; BURBANK
HEALTHCARE, INC., a California corporation;
BURLINGTON CONVALESCENT
HOSPITAL, INC., a California corporation;
NORMANDIE/WILSHIRE RETIREMENT
HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL, INC.,
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; CRENSHAW ENTERPRISES,
INC., a California corporation; GREEN ACRES

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

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

Defendants.

1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), and
3 NARKITA THOMAS (“PLAINTIFF THOMAS” and collectively with PLAINTIFF KNOWLES,
4 PLAINTIFF CARRILLO, and PLAINTIFF NELSON as “PLAINTIFFS”), on behalf of
5 themselves and all other current and former non-exempt employees of DEFENDANTS (as
6 defined in Paragraph 1 below) who worked for DEFENDANTS in the State of California at any
7 time during the relevant statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as
8 follows:

9 **INTRODUCTION**

10 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
11 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
12 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
13 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
14 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
15 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
16 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
17 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
18 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
19 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
20 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
21 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
22 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
23 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND
24 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
25 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
26 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
27 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
28 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a

1 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
2 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,
3 INC., a California corporation; SAN GABRIEL CONVALESCENT CENTER, INC., a California
4 corporation; SHEA HEALTHCARE CENTER, INC., a California corporation; ABILITY
5 HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California
6 limited liability company; STUDIO CITY CONVALESCENT HOSPITAL, a California
7 corporation; SUNNYVIEW CONVALESCENT HOSPITAL, INC., a California corporation;
8 VIEW PARK CONVALESCENT HOSPITAL, INC., a California corporation; CANOGA
9 HEALTHCARE, INC., a California corporation; TZIPPY CARE, INC., a California corporation;
10 HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES, INC., a California
11 corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT
12 CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California
13 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
14 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
15 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
16 pay all wages due to discharged or quitting employees, failure to maintain required records,
17 failure to provide accurate itemized wage statements, failure to timely pay wages during
18 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
19 discharging their duties.

20 **JURISDICTION AND VENUE**

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

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

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 non-exempt employees.

5. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD MANAGEMENT CORP. 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 CORP. 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 CORP. 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, 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 ALDEN ENTERPRISES, 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, ALDEN ENTERPRISES, INC. 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, 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

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

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

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

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

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

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

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

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

1 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
2 in the County of Los Angeles, State of California.

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

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

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

24 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
25 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
26 liability corporation organized and existing under the laws of the State of California.
27 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
28 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and

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

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

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

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

26 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
27 MANOR INVESTMENTS LP is, and at all times relevant hereto was, a limited partnership
28 organized and existing under the laws of the State of California. PLAINTIFFS are further

1 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is
2 authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, LONGWOOD MANOR
4 INVESTMENTS LP maintains offices and conducts business in the County of Los Angeles, State
5 of California.

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

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

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

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

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

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

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

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

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

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

23 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
24 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC

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

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

9 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
10 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL,
13 INC. is authorized to conduct business in the State of California, and does conduct business in the
14 State of California. Specifically, upon information and belief, SUNNYVIEW
15 CONVALESCENT HOSPITAL, INC. maintains offices and conducts business in the County of
16 Los Angeles, State of California.

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

25 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
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 CANOGA 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, CANOGA HEALTHCARE, INC. maintains offices and conducts
3 business in the County of Los Angeles, State of California.

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

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

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

25 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
26 INVESTMENTS, 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 ADF INVESTMENTS, 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, ADF INVESTMENTS, INC. maintains offices and conducts business in
3 the County of Los Angeles, State of California.

4 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
5 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
6 and existing under the laws of the State of California. PLAINTIFFS are further informed and
7 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. 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, SAN DIMAS RETIREMENT CENTER, INC.
10 maintains offices and conducts business in the County of Los Angeles, State of California.

11 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
12 MANOR ASSOCIATES, L.P. is, and at all times relevant hereto was, a limited partnership
13 organized and existing under the laws of the State of California. PLAINTIFFS are further
14 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. 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, CROFTON MANOR ASSOCIATES,
17 L.P. maintains offices and conducts business in the County of Los Angeles, State of California.

18 45. 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 46. 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 47. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
6 were employed by DEFENDANTS under employment agreements that were partly written, partly
7 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
8 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
9 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
10 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
11 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
12 rest period premium payments; failing to properly maintain records; failing to provide accurate
13 itemized statements for each pay period; failing to timely pay wages during employment; failing
14 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
15 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
16 violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare
17 Commission ("IWC") Wage Order.

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

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

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PAGA REPRESENTATIVE ACTION ALLEGATIONS

50. 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.

51. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by online filing on July 2, 2019 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. PLAINTIFF KNOWLES submitted the required \$75.00 filing fee to the LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF KNOWLES 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, PLAINTIFF KNOWLES has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

52. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by online filing on April 14, 2020 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. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF CARRILLO 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, PLAINTIFF CARRILLO has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

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

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

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

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

4 55. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
5 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
6 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
7 30-minute meal period, or to work through them, and have failed to otherwise provide the
8 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
9 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

15 **Failure to Provide Required Rest Periods**

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

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

21 58. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
22 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
23 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
24 hour of compensation at each employee's regular rate of pay for each workday that a rest period
25 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]

59. 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.

60. 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.

61. 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.

1 **Failure to Pay Minimum Wages**

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

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

6 63. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

17 **[Cal. Labor Code § 204]**

18 64. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

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

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

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

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

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

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

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

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

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

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

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

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

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

15 **Failure to Maintain Required Records**

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

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

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[Cal. Labor Code § 2802]

75. 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.

[Cal. Labor Code § 2698, *et seq.*]

78. 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.

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

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

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

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

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

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1 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
2 DEFENDANTS are subject to a civil penalty of five hundred dollars
3 (\$500).

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

13 81. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
14 penalty is not specifically provided, the following civil penalties are established: one hundred
15 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
16 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
17 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
18 violations of Labor Code provisions for which a civil penalty is not specifically provided,
19 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

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

22 **PRAYER FOR RELIEF**

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

25 1. For civil penalties according to proof, including but not limited to all penalties
26 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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

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

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

8 DATED: June ___, 2020

Respectfully submitted,

9 MATERN LAW GROUP, PC
10

11 By: _____

12 MATTHEW J. MATERN
13 MATTHEW W. GORDON
14 VANESSA M. RODRIGUEZ
15 Attorneys for Plaintiff
16 FABIAN KNOWLES, PHELLIPPE
17 CARRILLO, JACQUELINE NELSON, and
18 NARKITA THOMAS on behalf of
19 themselves and all other aggrieved employees
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DATED: June __, 2020

MATERN LAW GROUP, PC

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiff
FABIAN KNOWLES, PHELLIPPE
CARRILLO, JACQUELINE NELSON, and
NARKITA THOMAS on behalf of
themselves and all other aggrieved employees



MATERN LAW GROUP, PC

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

June 22, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM- 713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Narkita Thomas

Employers: Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico

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Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Narkita Thomas (“Ms. Thomas”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Thomas 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. Thomas’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Thomas. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Thomas alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice

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This letter also serves as notice of Ms. Thomas's demand for preservation and non-spoilation 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. Thomas's employment and potential claims must be preserved, even without a court order.

Spoilation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoilation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Thomas 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.² 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

submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

² "[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.

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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. Thomas 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. Thomas’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. Thomas and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Thomas and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Thomas and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Thomas’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Thomas 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. Thomas 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

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permitting Ms. Thomas 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. Thomas and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Thomas's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Thomas and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Thomas and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Thomas and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Thomas 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. Thomas 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. Thomas 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. Thomas and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Thomas and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Thomas 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. Thomas and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Thomas and other aggrieved employees; failing to properly maintain Ms. Thomas's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Thomas 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

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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. Thomas 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. Thomas 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. Thomas and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Thomas and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Thomas and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Thomas and other aggrieved employees; failing to properly maintain Ms. Thomas's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Thomas 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. Thomas and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Thomas 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. Thomas and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Thomas and other aggrieved employees to work off-the-clock without compensation, and required Ms. Thomas and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed

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to pay Ms. Thomas and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

Longwood Management also failed to pay Ms. Thomas 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. Thomas 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. Thomas and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Thomas and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Thomas 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. Thomas 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.

June 22, 2020

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Longwood Management failed to provide Ms. Thomas 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. Thomas 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. Thomas 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, 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. Thomas 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. Thomas and other aggrieved employees, as explained above. As a result, Ms. Thomas'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, 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. Thomas and other aggrieved employees.

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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. Thomas 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.

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. Thomas'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. Thomas's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Thomas'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. Thomas 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. Thomas's complaints.

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MATERN LAW GROUP, PC

June 22, 2020

Page 11 of 11

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

A handwritten signature in blue ink, appearing to read 'M. Matern', with a stylized, cursive script.

Matthew J. Matern

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
FABIAN KNOWLES, PHELLIPPE
CARRILLO, JACQUELINE NELSON, and
NARKITA THOMAS, individually, and on
behalf of all other aggrieved employees

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

FABIAN KNOWLES, an individual, on behalf
of himself and all other aggrieved employees;
PHELLIPPE 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; and NARKITA
THOMAS, an individual, on behalf of herself
and all other aggrieved employees

Plaintiffs,

vs.

LONGWOOD MANAGEMENT CORP., a
California corporation; ALDEN ENTERPRISES,
INC., a California corporation; ARTESIA
HEALTHCARE, INC., a California corporation;
BROADWAY MANOR CARE CENTER, INC.,
a California corporation; BURBANK
HEALTHCARE, INC., a California corporation;
BURLINGTON CONVALESCENT
HOSPITAL, INC., a California corporation;
NORMANDIE/WILSHIRE RETIREMENT
HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL, INC.,
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; CRENSHAW ENTERPRISES,
INC., a California corporation; GREEN ACRES

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

1 LODGE, INC., a California corporation;
2 ICC CONVALESCENT CORP., a California
3 corporation; IMPERIAL CREST
4 HEALTHCARE CENTER, LLC, a California
5 limited liability company; NORWALK
6 HEALTHCARE, INC., a California corporation;
7 LAUREL WELLNESS AND NURSING
8 CENTER, LLC, a California limited liability
9 company; S.G.V. HEALTHCARE, INC., a
10 California corporation; LONGWOOD MANOR
11 INVESTMENTS LP, a California limited
12 partnership; MAGNOLIA GARDENS
13 CONVALESCENT HOSPITAL, INC., a
14 California corporation; MONTEREY CARE
15 CENTER, INC., a California corporation;
16 MONTROSE HEALTHCARE, INC., a
17 California corporation; NORTHRIDGE CARE
18 CENTER, INC., a California corporation; JRB
19 INVESTMENTS, INC., a California corporation;
20 PARK ANAHEIM HEALTH CARE, LLC, a
21 California limited liability company; PICO
22 RIVERA HEALTHCARE, INC., a California
23 corporation; SAN GABRIEL
24 CONVALESCENT CENTER, INC., a
25 California corporation; SHEA HEALTHCARE
26 CENTER, INC., a California corporation;
27 ABILITY HOMECARE, INC., a California
28 corporation; COLDWATER CARE CENTER
LLC, a California limited liability company;
STUDIO CITY CONVALESCENT
HOSPITAL, a California corporation;
SUNNYVIEW CONVALESCENT
HOSPITAL, INC., a California corporation;
VIEW PARK CONVALESCENT HOSPITAL,
INC., a California corporation; CANOGA
HEALTHCARE, INC., a California corporation;
TZIPPY CARE, INC., a California corporation;
HOSPICE CHEER, a California corporation;
IRA DAVID ENTERPRISES, INC., a
California corporation; ADF INVESTMENTS,
INC., a California corporation; SAN DIMAS
RETIREMENT CENTER, INC., a California
corporation; CROFTON MANOR
ASSOCIATES, L.P., a California limited
partnership; and DOES 1 through 50,
inclusive,

Defendants.

1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), and
3 NARKITA THOMAS (“PLAINTIFF THOMAS” and collectively with PLAINTIFF KNOWLES,
4 PLAINTIFF CARRILLO, and PLAINTIFF NELSON as “PLAINTIFFS”), on behalf of
5 themselves and all other current and former non-exempt employees of DEFENDANTS (as
6 defined in Paragraph 1 below) who worked for DEFENDANTS in the State of California at any
7 time during the relevant statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as
8 follows:

9 **INTRODUCTION**

10 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
11 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
12 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
13 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
14 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
15 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
16 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
17 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
18 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
19 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
20 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
21 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
22 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
23 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND
24 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
25 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
26 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
27 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
28 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a

1 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
2 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,
3 INC., a California corporation; SAN GABRIEL CONVALESCENT CENTER, INC., a California
4 corporation; SHEA HEALTHCARE CENTER, INC., a California corporation; ABILITY
5 HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California
6 limited liability company; STUDIO CITY CONVALESCENT HOSPITAL, a California
7 corporation; SUNNYVIEW CONVALESCENT HOSPITAL, INC., a California corporation;
8 VIEW PARK CONVALESCENT HOSPITAL, INC., a California corporation; CANOGA
9 HEALTHCARE, INC., a California corporation; TZIPPY CARE, INC., a California corporation;
10 HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES, INC., a California
11 corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT
12 CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California
13 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
14 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
15 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
16 pay all wages due to discharged or quitting employees, failure to maintain required records,
17 failure to provide accurate itemized wage statements, failure to timely pay wages during
18 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
19 discharging their duties.

20 **JURISDICTION AND VENUE**

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

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

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 non-exempt employees.

5. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD MANAGEMENT CORP. 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 CORP. 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 CORP. 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, 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 ALDEN ENTERPRISES, 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, ALDEN ENTERPRISES, INC. 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, 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

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

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

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

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

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

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

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

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

1 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
2 in the County of Los Angeles, State of California.

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

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

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

24 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
25 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
26 liability corporation organized and existing under the laws of the State of California.
27 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
28 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and

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

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

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

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

26 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
27 MANOR INVESTMENTS LP is, and at all times relevant hereto was, a limited partnership
28 organized and existing under the laws of the State of California. PLAINTIFFS are further

1 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is
2 authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, LONGWOOD MANOR
4 INVESTMENTS LP maintains offices and conducts business in the County of Los Angeles, State
5 of California.

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

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

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

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

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

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

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

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

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

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

23 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
24 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC

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

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

9 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
10 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL,
13 INC. is authorized to conduct business in the State of California, and does conduct business in the
14 State of California. Specifically, upon information and belief, SUNNYVIEW
15 CONVALESCENT HOSPITAL, INC. maintains offices and conducts business in the County of
16 Los Angeles, State of California.

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

25 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
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 CANOGA 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, CANOGA HEALTHCARE, INC. maintains offices and conducts
3 business in the County of Los Angeles, State of California.

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

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

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

25 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
26 INVESTMENTS, 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 ADF INVESTMENTS, 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, ADF INVESTMENTS, INC. maintains offices and conducts business in
3 the County of Los Angeles, State of California.

4 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
5 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
6 and existing under the laws of the State of California. PLAINTIFFS are further informed and
7 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. 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, SAN DIMAS RETIREMENT CENTER, INC.
10 maintains offices and conducts business in the County of Los Angeles, State of California.

11 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
12 MANOR ASSOCIATES, L.P. is, and at all times relevant hereto was, a limited partnership
13 organized and existing under the laws of the State of California. PLAINTIFFS are further
14 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. 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, CROFTON MANOR ASSOCIATES,
17 L.P. maintains offices and conducts business in the County of Los Angeles, State of California.

18 45. 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 46. 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 47. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
6 were employed by DEFENDANTS under employment agreements that were partly written, partly
7 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
8 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
9 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
10 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
11 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
12 rest period premium payments; failing to properly maintain records; failing to provide accurate
13 itemized statements for each pay period; failing to timely pay wages during employment; failing
14 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
15 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
16 violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare
17 Commission ("IWC") Wage Order.

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

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

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PAGA REPRESENTATIVE ACTION ALLEGATIONS

50. 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.

51. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by online filing on July 2, 2019 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. PLAINTIFF KNOWLES submitted the required \$75.00 filing fee to the LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF KNOWLES 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, PLAINTIFF KNOWLES has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

52. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by online filing on April 14, 2020 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. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF CARRILLO 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, PLAINTIFF CARRILLO has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

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

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

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

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

4 55. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
5 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
6 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
7 30-minute meal period, or to work through them, and have failed to otherwise provide the
8 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
9 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

15 **Failure to Provide Required Rest Periods**

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

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

21 58. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
22 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
23 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
24 hour of compensation at each employee's regular rate of pay for each workday that a rest period
25 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]

59. 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.

60. 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.

61. 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.

1 **Failure to Pay Minimum Wages**

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

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

6 63. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

17 **[Cal. Labor Code § 204]**

18 64. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

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

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

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

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

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

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

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

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

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

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

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

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

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

15 **Failure to Maintain Required Records**

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

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

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

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

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

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

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

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1 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
2 DEFENDANTS are subject to a civil penalty of five hundred dollars
3 (\$500).

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

13 81. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
14 penalty is not specifically provided, the following civil penalties are established: one hundred
15 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
16 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
17 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
18 violations of Labor Code provisions for which a civil penalty is not specifically provided,
19 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

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

22 **PRAYER FOR RELIEF**

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

25 1. For civil penalties according to proof, including but not limited to all penalties
26 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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

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

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

8 DATED: June ___, 2020

Respectfully submitted,

9 MATERN LAW GROUP, PC
10

11 By: _____

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiff
FABIAN KNOWLES, PHELLIPPE
CARRILLO, JACQUELINE NELSON, and
NARKITA THOMAS on behalf of
themselves and all other aggrieved employees
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DATED: June __, 2020

MATERN LAW GROUP, PC

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NARKITA THOMAS on behalf of
themselves and all other aggrieved employees



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July 17, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM- 713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Andrea Cruz

Employers: Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico

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Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Andrea Cruz (“Ms. Cruz”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Cruz 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. Cruz’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Cruz. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Cruz alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice

July 17, 2020

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This letter also serves as notice of Ms. Cruz'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. Cruz's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Cruz 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.² 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

submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

² "[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.

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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. Cruz 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. Cruz’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. Cruz and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Cruz and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Cruz and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Cruz’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Cruz 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. Cruz 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

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permitting Ms. Cruz 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. Cruz and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Cruz's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Cruz and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Cruz and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Cruz and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Cruz 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. Cruz 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. Cruz 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. Cruz and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Cruz and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Cruz 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. Cruz and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Cruz and other aggrieved employees; failing to properly maintain Ms. Cruz's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Cruz 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,

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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. Cruz 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. Cruz 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. Cruz and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Cruz and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Cruz and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Cruz and other aggrieved employees; failing to properly maintain Ms. Cruz's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Cruz 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. Cruz 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. Cruz 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. Cruz and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Cruz and other aggrieved employees to work off-the-clock without compensation, and required Ms. Cruz and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay

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Ms. Cruz 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. Cruz 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. Cruz 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. Cruz and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Cruz and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Cruz 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. Cruz 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.

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Longwood Management failed to provide Ms. Cruz 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. Cruz 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. Cruz 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, 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. Cruz 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. Cruz and other aggrieved employees, as explained above. As a result, Ms. Cruz'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, 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. Cruz and other aggrieved employees.

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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. Cruz 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.

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. Cruz'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. Cruz's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Cruz'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. Cruz 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.

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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. Cruz's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

1 MATERN LAW GROUP, PC
2 MATTHEW J. MATERN (SBN 159798)
3 MATTHEW W. GORDON (SBN 267971)
4 VANESSA M. RODRIGUEZ (SBN 316382)
5 1230 Rosecrans Avenue, Suite 200
6 Manhattan Beach, California 90266
7 Telephone: (310) 531-1900
8 Facsimile: (310) 531-1901

9 Attorneys for Plaintiffs
10 FABIAN KNOWLES, PHELLIPPE
11 CARRILLO, JACQUELINE NELSON,
12 NARKITA THOMAS, ANDREA CRUZ,
13 and CLARIE TUPUOLA, individually, and
14 on behalf of all other aggrieved employees

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES
17

18 FABIAN KNOWLES, an individual, on behalf
19 of himself and all other aggrieved employees;
20 PHELLIPPE CARRILLO, an individual, on
21 behalf of himself and all other aggrieved
22 employees; JACQUELINE NELSON, an
23 individual, on behalf of herself and all other
24 aggrieved employees; NARKITA THOMAS, an
25 individual, on behalf of herself and all other
26 aggrieved employees; ANDREA CRUZ, an
27 individual, on behalf of herself and all other
28 aggrieved employees; and CLARIE TUPUOLA,
an individual, on behalf of herself and all other
aggrieved employees,

Plaintiffs,

vs.

21 LONGWOOD MANAGEMENT CORP., a
22 California corporation; ALDEN ENTERPRISES,
23 INC., a California corporation; ARTESIA
24 HEALTHCARE, INC., a California corporation;
25 BROADWAY MANOR CARE CENTER, INC.,
26 a California corporation; BURBANK
27 HEALTHCARE, INC., a California corporation;
28 BURLINGTON CONVALESCENT
HOSPITAL, INC., a California corporation;
NORMANDIE/WILSHIRE RETIREMENT
HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL, INC.,
a California corporation; CHINO VALLEY
REHABILITATION CENTER LLC, a California

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

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

Defendants.

1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), NARKITA
3 THOMAS (“PLAINTIFF THOMAS”), ANDREA CRUZ (“PLAINTIFF CRUZ”), and CLARIE
4 TUPUOLA (“PLAINTIFF TUPUOLA” and collectively with PLAINTIFF KNOWLES,
5 PLAINTIFF CARRILLO, PLAINTIFF NELSON, and PLAINTIFF CRUZ as “PLAINTIFFS”),
6 on behalf of themselves and all other current and former non-exempt employees of
7 DEFENDANTS (as defined in Paragraph 1 below) who worked for DEFENDANTS in the State
8 of California at any time during the relevant statutory period (“AGGRIEVED EMPLOYEES”),
9 hereby allege as follows:

10 **INTRODUCTION**

11 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
12 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
13 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
14 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
15 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
16 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
17 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
18 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
19 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
20 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
21 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
22 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
23 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
24 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND
25 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
26 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
27 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
28 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE

1 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a
2 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
3 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,
4 INC., a California corporation; SAN GABRIEL CONVALESCENT CENTER, INC., a California
5 corporation; SHEA HEALTHCARE CENTER, INC., a California corporation; ABILITY
6 HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California
7 limited liability company; STUDIO CITY CONVALESCENT HOSPITAL, a California
8 corporation; SUNNYVIEW CONVALESCENT HOSPITAL, INC., a California corporation;
9 VIEW PARK CONVALESCENT HOSPITAL, INC., a California corporation; CANOGA
10 HEALTHCARE, INC., a California corporation; TZIPPY CARE, INC., a California corporation;
11 HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES, INC., a California
12 corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT
13 CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California
14 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
15 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
16 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
17 pay all wages due to discharged or quitting employees, failure to maintain required records,
18 failure to provide accurate itemized wage statements, failure to timely pay wages during
19 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
20 discharging their duties.

21 **JURISDICTION AND VENUE**

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

26 3. Venue is proper in this judicial district and the County of Los Angeles, California
27 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
28 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS’ unlawful actions

1 and omissions, as set forth herein, occurred in the County of Los Angeles.

2 **PARTIES**

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

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

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

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

27 8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY
28 MANOR CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized

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

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

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

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

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

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

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

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

1 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
2 in the County of Los Angeles, State of California.

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

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

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

24 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
25 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
26 liability corporation organized and existing under the laws of the State of California.
27 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
28 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and

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

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

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

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

26 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
27 MANOR INVESTMENTS LP is, and at all times relevant hereto was, a limited partnership
28 organized and existing under the laws of the State of California. PLAINTIFFS are further

1 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is
2 authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, LONGWOOD MANOR
4 INVESTMENTS LP maintains offices and conducts business in the County of Los Angeles, State
5 of California.

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

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

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

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

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

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

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

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

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

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

23 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
24 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC

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

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

9 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
10 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL,
13 INC. is authorized to conduct business in the State of California, and does conduct business in the
14 State of California. Specifically, upon information and belief, SUNNYVIEW
15 CONVALESCENT HOSPITAL, INC. maintains offices and conducts business in the County of
16 Los Angeles, State of California.

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

25 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
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 CANOGA 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, CANOGA HEALTHCARE, INC. maintains offices and conducts
3 business in the County of Los Angeles, State of California.

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

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

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

25 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
26 INVESTMENTS, 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 ADF INVESTMENTS, 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, ADF INVESTMENTS, INC. maintains offices and conducts business in
3 the County of Los Angeles, State of California.

4 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
5 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
6 and existing under the laws of the State of California. PLAINTIFFS are further informed and
7 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. 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, SAN DIMAS RETIREMENT CENTER, INC.
10 maintains offices and conducts business in the County of Los Angeles, State of California.

11 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
12 MANOR ASSOCIATES, L.P. is, and at all times relevant hereto was, a limited partnership
13 organized and existing under the laws of the State of California. PLAINTIFFS are further
14 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. 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, CROFTON MANOR ASSOCIATES,
17 L.P. maintains offices and conducts business in the County of Los Angeles, State of California.

18 45. 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 46. 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 47. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
6 were employed by DEFENDANTS under employment agreements that were partly written, partly
7 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
8 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
9 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
10 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
11 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
12 rest period premium payments; failing to properly maintain records; failing to provide accurate
13 itemized statements for each pay period; failing to timely pay wages during employment; failing
14 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
15 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
16 violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare
17 Commission ("IWC") Wage Order.

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

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

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PAGA REPRESENTATIVE ACTION ALLEGATIONS

50. 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.

51. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by online filing on July 2, 2019 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. PLAINTIFF KNOWLES submitted the required \$75.00 filing fee to the LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF KNOWLES 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, PLAINTIFF KNOWLES has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

52. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by online filing on April 14, 2020 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. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF CARRILLO 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, PLAINTIFF CARRILLO has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

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

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

26 55. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
27 online filing on July 17, 2020 to the California Labor and Workforce Development Agency
28 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code

1 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
2 the alleged violations. PLAINTIFF CRUZ submitted the required \$75.00 filing fee to the LWDA
3 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
4 PLAINTIFF CRUZ's notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
5 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
6 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
7 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
8 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
9 commence a representative action under PAGA.

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

22 **FACTUAL ALLEGATIONS**

23 **Failure to Provide Required Meal Periods**

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

25 57. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
26 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
27 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
28 30-minute meal period, or to work through them, and have failed to otherwise provide the

1 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
2 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

8 **Failure to Provide Required Rest Periods**

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

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

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

19 **Failure to Pay Overtime Wages**

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

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

28 ///

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

16 63. DEFENDANTS have knowingly and willfully refused to perform their obligations
17 to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all wages earned and all
18 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-
19 2001, § 3.

20 **Failure to Pay Minimum Wages**

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

22 64. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
24 worked in a payroll period is unlawful.

25 65. During the PENALTY PERIOD and in violation of California Labor Code §§
26 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
27 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
28 hours worked in a payroll period by, among other things: requiring, suffering or permitting

1 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
2 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
3 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
4 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
5 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
6 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

8 **[Cal. Labor Code § 204]**

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

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

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

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

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

26 69. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
27 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
28 employment, unless the employee provided 72 hours previous notice of his or her intention to

1 quit, in which case the employee is entitled to his or wages at the time of quitting.

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

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

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

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

12 72. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
13 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
14 wage statements in writing showing each employee's gross wages earned, total hours worked, the
15 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
16 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
17 employee is paid, the name of the employee and only the last four digits of his or her social
18 security number or employee identification number, the name and address of the legal entity or
19 entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable
20 hourly rates in effect during each pay period and the corresponding number of hours worked at
21 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
22 2001 § 7.

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

26 74. At times relevant herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
27 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
28 wage statements as PLAINTIFFS and other AGGRIEVED EMPLOYEES could not promptly

1 and easily determine from the wage statement alone one or more of the following: the gross
2 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
3 address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED
4 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the
5 corresponding number of hours worked at each hourly rate.

6 **Failure to Maintain Required Records**

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

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

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

17 **[Cal. Labor Code § 2802]**

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

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

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1 **FIRST CAUSE OF ACTION**

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

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

5 **(Against All DEFENDANTS)**

6 78. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the allegations in paragraphs 1 through 77.

8 79. PLAINTIFFS are “AGGRIEVED EMPLOYEES” within the meaning of Labor
9 Code § 2699(c), and proper representatives to bring a civil action on behalf of himself and other
10 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
11 specified in Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
12 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
13 relevant period.

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

17 81. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
18 penalties from DEFENDANTS in a representative action for the violations set forth above,
19 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
20 512, 1174(d), 1194, 1197, 1198, and 2802.

21 82. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
22 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
23 provided, including but not limited to the following:

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

- 1 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
2 DEFENDANTS are subject to a civil penalty in the amount of two hundred
3 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
4 period where a violation occurs and one thousand dollars (\$1,000) per
5 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 6 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
7 on behalf of an employer who violates, or causes to be violated, a section
8 of this chapter or any provision regulating hours and days of work in any
9 order of the Industrial Welfare Commission,” including Labor Code §§ 510
10 and 512, shall be subject to a civil penalty, in addition to any other penalty
11 provided by law, of fifty dollars (\$50) for initial violations for each
12 underpaid employee for each pay period for which the employee was
13 underpaid and one hundred dollars (\$100) for each subsequent violation for
14 each underpaid employee for each pay period for which the employee was
15 underpaid.
- 16 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
17 DEFENDANTS are subject to a civil penalty of five hundred dollars
18 (\$500).
- 19 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
20 paid to any employee a wage less than the minimum fixed by an order of
21 the commission, shall be subject to a civil penalty as follows: for any initial
22 violation that is intentionally committed, one hundred dollars (\$100) for
23 each underpaid employee for each pay period for which the employee is
24 underpaid; and for each subsequent violation of the same offense, two
25 hundred fifty dollars (\$250) for each underpaid employee for each pay
26 period for which the employee is underpaid regardless of whether the
27 initial violation was intentionally committed.

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83. 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.

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

PRAYER FOR RELIEF

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

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

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

DATED: July ___, 2020

Respectfully submitted,
MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
FABIAN KNOWLES, PHELLIPPE
CARRILLO, JACQUELINE NELSON,
NARKITA THOMAS, ANDREA CRUZ, and
CLARIE TUPUOLA, on behalf of
themselves and all other aggrieved employees

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DATED: July ___, 2020

MATERN LAW GROUP, PC

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July 17, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM- 713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Clarie Tupuola

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

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Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Clarie Tupuola (“Ms. Tupuola”), who is jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Tupuola 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. Tupuola’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Tupuola. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Tupuola alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

July 17, 2020

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This letter also serves as notice of Ms. Tupuola's demand for preservation and non-spoilation 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. Tupuola's employment and potential claims must be preserved, even without a court order.

Spoilation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoilation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Tupuola 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.² 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.

² "[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.

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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. Tupuola 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. Tupuola’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. Tupuola and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Tupuola and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Tupuola and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Tupuola’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Tupuola 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. Tupuola 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. Tupuola 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

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to authorize and permit Ms. Tupuola and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Tupuola's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Tupuola and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Tupuola and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Tupuola and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Tupuola 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. Tupuola 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. Tupuola 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. Tupuola and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Tupuola and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Tupuola 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. Tupuola and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Tupuola and other aggrieved employees; failing to properly maintain Ms. Tupuola's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Tupuola 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.

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Ms. Tupuola 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. Tupuola 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. Tupuola and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Tupuola and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Tupuola and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Tupuola and other aggrieved employees; failing to properly maintain Ms. Tupuola's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Tupuola 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. Tupuola and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Tupuola 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. Tupuola and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Tupuola and other aggrieved employees to work off-the-clock without compensation, and required Ms. Tupuola and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Tupuola and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

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Longwood Management also failed to pay Ms. Tupuola 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. Tupuola 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. Tupuola and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Tupuola and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Tupuola 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. Tupuola 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. Tupuola 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

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the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Tupuola 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. Tupuola 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, 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. Tupuola 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. Tupuola and other aggrieved employees, as explained above. As a result, Ms. Tupuola'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, 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. Tupuola 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

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failed to indemnify Ms. Tupuola 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.

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. Tupuola'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. Tupuola's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Tupuola'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. Tupuola 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

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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. Tupuola's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

1 MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
2 MATTHEW W. GORDON (SBN 267971)
VANESSA M. RODRIGUEZ (SBN 316382)
3 1230 Rosecrans Avenue, Suite 200
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4 Telephone: (310) 531-1900
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5

6 Attorneys for Plaintiffs
FABIAN KNOWLES, PHELLIPPE
7 CARRILLO, JACQUELINE NELSON,
NARKITA THOMAS, ANDREA CRUZ,
8 and CLARIE TUPUOLA, individually, and
on behalf of all other aggrieved employees

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES
11

12 FABIAN KNOWLES, an individual, on behalf
13 of himself and all other aggrieved employees;
PHELLIPPE CARRILLO, an individual, on
14 behalf of himself and all other aggrieved
employees; JACQUELINE NELSON, an
15 individual, on behalf of herself and all other
aggrieved employees; NARKITA THOMAS, an
16 individual, on behalf of herself and all other
aggrieved employees; ANDREA CRUZ, an
17 individual, on behalf of herself and all other
aggrieved employees; and CLARIE TUPUOLA,
18 an individual, on behalf of herself and all other
aggrieved employees,

19 Plaintiffs,

20 vs.

21 LONGWOOD MANAGEMENT CORP., a
22 California corporation; ALDEN ENTERPRISES,
INC., a California corporation; ARTESIA
23 HEALTHCARE, INC., a California corporation;
BROADWAY MANOR CARE CENTER, INC.,
24 a California corporation; BURBANK
HEALTHCARE, INC., a California corporation;
25 BURLINGTON CONVALESCENT
HOSPITAL, INC., a California corporation;
26 NORMANDIE/WILSHIRE RETIREMENT
HOTEL, INC., a California corporation; CASA
27 BONITA CONVALESCENT HOSPITAL, INC.,
a California corporation; CHINO VALLEY
28 REHABILITATION CENTER LLC, a California

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

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

Defendants.

1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), NARKITA
3 THOMAS (“PLAINTIFF THOMAS”), ANDREA CRUZ (“PLAINTIFF CRUZ”), and CLARIE
4 TUPUOLA (“PLAINTIFF TUPUOLA” and collectively with PLAINTIFF KNOWLES,
5 PLAINTIFF CARRILLO, PLAINTIFF NELSON, and PLAINTIFF CRUZ as “PLAINTIFFS”),
6 on behalf of themselves and all other current and former non-exempt employees of
7 DEFENDANTS (as defined in Paragraph 1 below) who worked for DEFENDANTS in the State
8 of California at any time during the relevant statutory period (“AGGRIEVED EMPLOYEES”),
9 hereby allege as follows:

10 **INTRODUCTION**

11 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
12 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
13 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
14 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
15 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
16 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
17 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
18 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
19 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
20 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
21 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
22 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
23 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
24 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND
25 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
26 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
27 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
28 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE

1 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a
2 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
3 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,
4 INC., a California corporation; SAN GABRIEL CONVALESCENT CENTER, INC., a California
5 corporation; SHEA HEALTHCARE CENTER, INC., a California corporation; ABILITY
6 HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California
7 limited liability company; STUDIO CITY CONVALESCENT HOSPITAL, a California
8 corporation; SUNNYVIEW CONVALESCENT HOSPITAL, INC., a California corporation;
9 VIEW PARK CONVALESCENT HOSPITAL, INC., a California corporation; CANOGA
10 HEALTHCARE, INC., a California corporation; TZIPPY CARE, INC., a California corporation;
11 HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES, INC., a California
12 corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT
13 CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California
14 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
15 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
16 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
17 pay all wages due to discharged or quitting employees, failure to maintain required records,
18 failure to provide accurate itemized wage statements, failure to timely pay wages during
19 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
20 discharging their duties.

21 **JURISDICTION AND VENUE**

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

26 3. Venue is proper in this judicial district and the County of Los Angeles, California
27 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
28 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS’ unlawful actions

1 and omissions, as set forth herein, occurred in the County of Los Angeles.

2 **PARTIES**

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

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

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

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

27 8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY
28 MANOR CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized

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

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

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

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

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

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

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

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

1 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
2 in the County of Los Angeles, State of California.

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

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

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

24 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
25 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
26 liability corporation organized and existing under the laws of the State of California.
27 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
28 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and

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

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

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

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

26 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
27 MANOR INVESTMENTS LP is, and at all times relevant hereto was, a limited partnership
28 organized and existing under the laws of the State of California. PLAINTIFFS are further

1 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is
2 authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, LONGWOOD MANOR
4 INVESTMENTS LP maintains offices and conducts business in the County of Los Angeles, State
5 of California.

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

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

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

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

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

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

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

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

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

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

23 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
24 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC

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

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

9 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
10 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL,
13 INC. is authorized to conduct business in the State of California, and does conduct business in the
14 State of California. Specifically, upon information and belief, SUNNYVIEW
15 CONVALESCENT HOSPITAL, INC. maintains offices and conducts business in the County of
16 Los Angeles, State of California.

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

25 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
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 CANOGA 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, CANOGA HEALTHCARE, INC. maintains offices and conducts
3 business in the County of Los Angeles, State of California.

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

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

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

25 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
26 INVESTMENTS, 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 ADF INVESTMENTS, 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, ADF INVESTMENTS, INC. maintains offices and conducts business in
3 the County of Los Angeles, State of California.

4 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
5 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
6 and existing under the laws of the State of California. PLAINTIFFS are further informed and
7 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. 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, SAN DIMAS RETIREMENT CENTER, INC.
10 maintains offices and conducts business in the County of Los Angeles, State of California.

11 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
12 MANOR ASSOCIATES, L.P. is, and at all times relevant hereto was, a limited partnership
13 organized and existing under the laws of the State of California. PLAINTIFFS are further
14 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. 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, CROFTON MANOR ASSOCIATES,
17 L.P. maintains offices and conducts business in the County of Los Angeles, State of California.

18 45. 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 46. 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 47. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
6 were employed by DEFENDANTS under employment agreements that were partly written, partly
7 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
8 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
9 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
10 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
11 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
12 rest period premium payments; failing to properly maintain records; failing to provide accurate
13 itemized statements for each pay period; failing to timely pay wages during employment; failing
14 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
15 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
16 violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare
17 Commission ("IWC") Wage Order.

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

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

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PAGA REPRESENTATIVE ACTION ALLEGATIONS

50. 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.

51. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by online filing on July 2, 2019 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. PLAINTIFF KNOWLES submitted the required \$75.00 filing fee to the LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF KNOWLES 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, PLAINTIFF KNOWLES has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

52. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by online filing on April 14, 2020 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. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF CARRILLO 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, PLAINTIFF CARRILLO has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

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

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

26 55. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
27 online filing on July 17, 2020 to the California Labor and Workforce Development Agency
28 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code

1 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
2 the alleged violations. PLAINTIFF CRUZ submitted the required \$75.00 filing fee to the LWDA
3 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
4 PLAINTIFF CRUZ's notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
5 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
6 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
7 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
8 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
9 commence a representative action under PAGA.

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

22 **FACTUAL ALLEGATIONS**

23 **Failure to Provide Required Meal Periods**

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

25 57. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
26 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
27 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
28 30-minute meal period, or to work through them, and have failed to otherwise provide the

1 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
2 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

8 **Failure to Provide Required Rest Periods**

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

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

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

19 **Failure to Pay Overtime Wages**

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

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

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

16 63. DEFENDANTS have knowingly and willfully refused to perform their obligations
17 to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all wages earned and all
18 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-
19 2001, § 3.

20 **Failure to Pay Minimum Wages**

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

22 64. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
23 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
24 worked in a payroll period is unlawful.

25 65. During the PENALTY PERIOD and in violation of California Labor Code §§
26 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
27 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
28 hours worked in a payroll period by, among other things: requiring, suffering or permitting

1 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
2 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
3 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
4 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
5 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
6 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

8 **[Cal. Labor Code § 204]**

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

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

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

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

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

26 69. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
27 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
28 employment, unless the employee provided 72 hours previous notice of his or her intention to

1 quit, in which case the employee is entitled to his or wages at the time of quitting.

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

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

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

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

12 72. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
13 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
14 wage statements in writing showing each employee's gross wages earned, total hours worked, the
15 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
16 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
17 employee is paid, the name of the employee and only the last four digits of his or her social
18 security number or employee identification number, the name and address of the legal entity or
19 entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable
20 hourly rates in effect during each pay period and the corresponding number of hours worked at
21 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
22 2001 § 7.

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

26 74. At times relevant herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
27 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
28 wage statements as PLAINTIFFS and other AGGRIEVED EMPLOYEES could not promptly

1 and easily determine from the wage statement alone one or more of the following: the gross
2 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
3 address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED
4 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the
5 corresponding number of hours worked at each hourly rate.

6 **Failure to Maintain Required Records**

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

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

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

17 **[Cal. Labor Code § 2802]**

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

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

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1 **FIRST CAUSE OF ACTION**

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

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

5 **(Against All DEFENDANTS)**

6 78. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the allegations in paragraphs 1 through 77.

8 79. PLAINTIFFS are “AGGRIEVED EMPLOYEES” within the meaning of Labor
9 Code § 2699(c), and proper representatives to bring a civil action on behalf of himself and other
10 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
11 specified in Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
12 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
13 relevant period.

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

17 81. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
18 penalties from DEFENDANTS in a representative action for the violations set forth above,
19 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
20 512, 1174(d), 1194, 1197, 1198, and 2802.

21 82. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
22 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
23 provided, including but not limited to the following:

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

- 1 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
2 DEFENDANTS are subject to a civil penalty in the amount of two hundred
3 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
4 period where a violation occurs and one thousand dollars (\$1,000) per
5 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 6 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
7 on behalf of an employer who violates, or causes to be violated, a section
8 of this chapter or any provision regulating hours and days of work in any
9 order of the Industrial Welfare Commission,” including Labor Code §§ 510
10 and 512, shall be subject to a civil penalty, in addition to any other penalty
11 provided by law, of fifty dollars (\$50) for initial violations for each
12 underpaid employee for each pay period for which the employee was
13 underpaid and one hundred dollars (\$100) for each subsequent violation for
14 each underpaid employee for each pay period for which the employee was
15 underpaid.
- 16 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
17 DEFENDANTS are subject to a civil penalty of five hundred dollars
18 (\$500).
- 19 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
20 paid to any employee a wage less than the minimum fixed by an order of
21 the commission, shall be subject to a civil penalty as follows: for any initial
22 violation that is intentionally committed, one hundred dollars (\$100) for
23 each underpaid employee for each pay period for which the employee is
24 underpaid; and for each subsequent violation of the same offense, two
25 hundred fifty dollars (\$250) for each underpaid employee for each pay
26 period for which the employee is underpaid regardless of whether the
27 initial violation was intentionally committed.

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83. 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.

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

PRAYER FOR RELIEF

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

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

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

DATED: July ___, 2020

Respectfully submitted,
MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
FABIAN KNOWLES, PHELLIPPE
CARRILLO, JACQUELINE NELSON,
NARKITA THOMAS, ANDREA CRUZ, and
CLARIE TUPUOLA, on behalf of
themselves and all other aggrieved employees

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DATED: July ___, 2020

MATERN LAW GROUP, PC

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August 10, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM-713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Alma Pierre

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

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Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Alma Pierre (“Ms. Pierre”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Pierre 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. Pierre’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Pierre. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Pierre alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

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This letter also serves as notice of Ms. Pierre'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. Pierre's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Pierre 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.² 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.

² "[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.

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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. Pierre 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. Pierre’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. Pierre and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Pierre and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Pierre and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Pierre’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Pierre 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. Pierre 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. Pierre 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,

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and a third rest break for shifts in excess of 10 hours. Longwood Management consistently failed to authorize and permit Ms. Pierre and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Pierre's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Pierre and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Pierre and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Pierre and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Pierre 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. Pierre 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. Pierre 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. Pierre and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Pierre and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Pierre 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. Pierre and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Pierre and other aggrieved employees; failing to properly maintain Ms. Pierre's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Pierre 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.

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Ms. Pierre 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. Pierre 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. Pierre and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Pierre and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Pierre and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Pierre and other aggrieved employees; failing to properly maintain Ms. Pierre's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Pierre 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. Pierre 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. Pierre 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. Pierre and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Pierre and other aggrieved employees to work off-the-clock without compensation, and required Ms. Pierre and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Pierre 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.

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Longwood Management also failed to pay Ms. Pierre 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. Pierre 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. Pierre and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Pierre and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Pierre 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. Pierre 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. Pierre 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

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for which the employee is paid, the name and address of the legal entity or entities employing Ms. Pierre 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. Pierre 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, 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. Pierre 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. Pierre and other aggrieved employees, as explained above. As a result, Ms. Pierre'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, 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. Pierre 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

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her duties, or of his or her obedience to the directions of the employer. Longwood Management failed to indemnify Ms. Pierre 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.

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. Pierre'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. Pierre's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Pierre'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. Pierre 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

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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. Pierre's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

1 MATERN LAW GROUP, PC
2 MATTHEW J. MATERN (SBN 159798)
3 MATTHEW W. GORDON (SBN 267971)
4 VANESSA M. RODRIGUEZ (SBN 316382)
5 1230 Rosecrans Avenue, Suite 200
6 Manhattan Beach, California 90266
7 Telephone: (310) 531-1900
8 Facsimile: (310) 531-1901

9 Attorneys for Plaintiffs

10 FABIAN KNOWLES, PHELLIPPE
11 CARRILLO, JACQUELINE NELSON,
12 NARKITA THOMAS, ANDREA CRUZ,
13 CLARIE TUPUOLA, ALMA PIERRE,
14 MARIA BRENDA DECENA, and
15 CHRISTINA FALLS, individually, and on
16 behalf of all other aggrieved employees

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18
19 FOR THE COUNTY OF LOS ANGELES
20

21 FABIAN KNOWLES, an individual, on behalf
22 of himself and all other aggrieved employees;
23 PHELLIPPE CARRILLO, an individual, on
24 behalf of himself and all other aggrieved
25 employees; JACQUELINE NELSON, an
26 individual, on behalf of herself and all other
27 aggrieved employees; NARKITA THOMAS, an
28 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, and
CHRISTINA FALLS, an individual, on behalf
of herself and all other aggrieved employees,

Plaintiffs,

vs.

LONGWOOD MANAGEMENT CORP., a
California corporation; ALDEN ENTERPRISES,
INC., a California corporation; ARTESIA
HEALTHCARE, INC., a California corporation;
BROADWAY MANOR CARE CENTER, INC.,
a California corporation; BURBANK
HEALTHCARE, INC., a California corporation;

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

BURLINGTON CONVALESCENT
HOSPITAL, INC., a California corporation;
NORMANDIE/WILSHIRE RETIREMENT
HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL, INC.,
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; CRENSHAW ENTERPRISES,
INC., a California corporation; GREEN ACRES
LODGE, INC., a California corporation;
ICC CONVALESCENT CORP., a California
corporation; IMPERIAL CREST
HEALTHCARE CENTER, LLC, a California
limited liability company; NORWALK
HEALTHCARE, INC., 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, INC., a
California corporation; MONTEREY CARE
CENTER, INC., a California corporation;
MONTROSE HEALTHCARE, INC., a
California corporation; NORTHRIDGE CARE
CENTER, INC., a California corporation; JRB
INVESTMENTS, INC., a California corporation;
PARK ANAHEIM HEALTH CARE, LLC, a
California limited liability company; PICO
RIVERA HEALTHCARE, INC., a California
corporation; SAN GABRIEL
CONVALESCENT CENTER, INC., a
California corporation; SHEA HEALTHCARE
CENTER, INC., a California corporation;
ABILITY HOMECARE, INC., a California
corporation; COLDWATER CARE CENTER
LLC, a California limited liability company;
STUDIO CITY CONVALESCENT
HOSPITAL, a California corporation;
SUNNYVIEW CONVALESCENT
HOSPITAL, INC., a California corporation;
VIEW PARK CONVALESCENT HOSPITAL,
INC., a California corporation; CANOGA
HEALTHCARE, INC., a California corporation;
TZIPPY CARE, INC., a California corporation;
HOSPICE CHEER, a California corporation;
IRA DAVID ENTERPRISES, INC., a
California corporation; ADF INVESTMENTS,
INC., a California corporation; SAN DIMAS
RETIREMENT CENTER, INC., a California
corporation; CROFTON MANOR
ASSOCIATES, L.P., a California limited
partnership; and DOES 1 through 50,

1 inclusive,

2 Defendants.

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1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), NARKITA
3 THOMAS (“PLAINTIFF THOMAS”), ANDREA CRUZ (“PLAINTIFF CRUZ”), and CLARIE
4 TUPUOLA (“PLAINTIFF TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA
5 BRENDA DECENA (“PLAINTIFF DECENA”), CHRISTIAN FALLS (“PLAINTIFF FALLS”
6 and collectively with PLAINTIFF KNOWLES, PLAINTIFF CARRILLO, PLAINTIFF
7 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
8 PIERRE, and PLAINTIFF DECENA as “PLAINTIFFS”), on behalf of themselves and all other
9 current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1 below)
10 who worked for DEFENDANTS in the State of California at any time during the relevant
11 statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as follows:

12 **INTRODUCTION**

13 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
14 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
15 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
16 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
17 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
18 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
19 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
20 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
21 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
22 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
23 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
24 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
25 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
26 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND
27 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
28 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited

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

1 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
2 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS' unlawful actions
3 and omissions, as set forth herein, occurred in the County of Los Angeles.

4 **PARTIES**

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

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

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

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

1 8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY
2 MANOR CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized
3 and existing under the laws of the State of California. PLAINTIFFS are further informed and
4 believe, and thereon allege, that BROADWAY MANOR CARE CENTER, INC. is authorized to
5 conduct business in the State of California, and does conduct business in the State of California.
6 Specifically, upon information and belief, BROADWAY MANOR CARE CENTER, INC.
7 maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

23 11. PLAINTIFFS are informed and believe, and thereon allege, that
24 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC. is, and at all times relevant hereto
25 was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS
26 are further informed and believe, and thereon allege, that NORMANDIE/WILSHIRE
27 RETIREMENT HOTEL, INC., is authorized to conduct business in the State of California, and
28 does conduct business in the State of California. Specifically, upon information and belief,

1 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., maintains offices and conducts
2 business in the County of Los Angeles, State of California.

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

11 13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY
12 REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability
13 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
14 further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION
15 CENTER 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, CHINO VALLEY
17 REHABILITATION CENTER LLC maintains offices and conducts business in the County of
18 Los Angeles, State of California.

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

26 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE
27 CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing
28 under the laws of the State of California. PLAINTIFFS are further informed and believe, and

1 thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the
2 State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
4 in the County of Los Angeles, State of California.

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

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

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

26 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
27 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
28 liability corporation organized and existing under the laws of the State of California.

1 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
2 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and
3 does conduct business in the State of California. Specifically, upon information and belief,
4 IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in
5 the County of Los Angeles, State of California.

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

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

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

28 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD

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

8 24. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA
9 GARDENS CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a
10 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
11 further informed and believe, and thereon allege, that MAGNOLIA GARDENS
12 CONVALESCENT HOSPITAL, INC. is authorized to conduct business in the State of
13 California, and does conduct business in the State of California. Specifically, upon information
14 and belief, MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC. maintains offices
15 and conducts business in the County of Los Angeles, State of California.

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

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

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

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

9 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
10 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
11 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
12 and thereon allege, that JRB INVESTMENTS, INC. is authorized to conduct business in the State
13 of California, and does conduct business in the State of California. Specifically, upon
14 information and belief, JRB INVESTMENTS, INC. maintains offices and conducts business in
15 the County of Los Angeles, State of California.

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

23 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
24 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
25 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
26 and thereon allege, that PICO RIVERA HEALTHCARE, INC. is authorized to conduct business
27 in the State of California, and does conduct business in the State of California. Specifically, upon
28 information and belief, PICO RIVERA HEALTHCARE, INC. maintains offices and conducts

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

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

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

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

24 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
25 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
26 organized and existing under the laws of the State of California. PLAINTIFFS are further
27 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
28 authorized to conduct business in the State of California, and does conduct business in the State

1 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC
2 maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

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

26 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
27 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that CANOGA HEALTHCARE, INC. is authorized to conduct business in the
2 State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, CANOGA HEALTHCARE, INC. maintains offices and conducts
4 business in the County of Los Angeles, State of California.

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

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

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

26 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
27 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that ADF INVESTMENTS, INC. is authorized to conduct business in the
2 State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, ADF INVESTMENTS, INC. maintains offices and conducts business in
4 the County of Los Angeles, State of California.

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

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

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

27 46. At all relevant times herein, DEFENDANTS were the joint employers of
28 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,

1 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,
2 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
3 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
4 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
5 co-defendant, and each was the alter ego of the other.

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

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

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

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PAGA REPRESENTATIVE ACTION ALLEGATIONS

50. 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.

51. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by online filing on July 2, 2019 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. PLAINTIFF KNOWLES submitted the required \$75.00 filing fee to the LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF KNOWLES 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, PLAINTIFF KNOWLES has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

52. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by online filing on April 14, 2020 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. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF CARRILLO 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, PLAINTIFF CARRILLO has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

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

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

26 55. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
27 online filing on July 17, 2020 to the California Labor and Workforce Development Agency
28 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code

1 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
2 the alleged violations. PLAINTIFF CRUZ submitted the required \$75.00 filing fee to the LWDA
3 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
4 PLAINTIFF CRUZ's notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
5 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
6 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
7 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
8 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
9 commence a representative action under PAGA.

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

22 57. Pursuant to Labor Code § 2699.3, PLAINTIFF PIERRE gave written notice by
23 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
24 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
25 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
26 the alleged violations. PLAINTIFF PIERRE submitted the required \$75.00 filing fee to the
27 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
28 postmark date of PLAINTIFF PIERRE's notice letter, the LWDA did not provide notice to

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

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

18 59. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
19 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
20 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
21 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
22 the alleged violations. PLAINTIFF FALLS submitted the required \$75.00 filing fee to the
23 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
24 postmark date of PLAINTIFF FALLS’ notice letter, the LWDA did not provide notice to
25 PLAINTIFF FALLS that it intends to investigate the alleged violations. Pursuant to California
26 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
27 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
28 Therefore, PLAINTIFF FALLS has complied with all of the requirements set forth in California

1 Labor Code § 2699.3 to commence a representative action under PAGA.

2 **FACTUAL ALLEGATIONS**

3 **Failure to Provide Required Meal Periods**

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

5 60. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
6 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
7 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
8 30-minute meal period, or to work through them, and have failed to otherwise provide the
9 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
10 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

16 **Failure to Provide Required Rest Periods**

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

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

22 63. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
23 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
24 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
25 hour of compensation at each employee's regular rate of pay for each workday that a rest period
26 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]

64. 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.

65. 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.

66. 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.

1 **Failure to Pay Minimum Wages**

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

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

6 68. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

17 **[Cal. Labor Code § 204]**

18 69. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

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

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

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

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

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

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

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

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

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

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

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

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

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

15 **Failure to Maintain Required Records**

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

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

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

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

- 7 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
8 DEFENDANTS are subject to a civil penalty in the amount of one hundred
9 dollars (\$100) for the initial violation for each failure to pay each employee
10 and two hundred dollars (\$200) per employee for violations in subsequent
11 pay periods.
- 12 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
13 DEFENDANTS are subject to a civil penalty in the amount of two hundred
14 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
15 period where a violation occurs and one thousand dollars (\$1,000) per
16 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 17 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
18 on behalf of an employer who violates, or causes to be violated, a section
19 of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission," including Labor Code §§ 510
21 and 512, shall be subject to a civil penalty, in addition to any other penalty
22 provided by law, of fifty dollars (\$50) for initial violations for each
23 underpaid employee for each pay period for which the employee was
24 underpaid and one hundred dollars (\$100) for each subsequent violation for
25 each underpaid employee for each pay period for which the employee was
26 underpaid.
- 27 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
28 DEFENDANTS are subject to a civil penalty of five hundred dollars

1 (\$500).

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

11 86. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
12 penalty is not specifically provided, the following civil penalties are established: one hundred
13 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
14 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
15 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
16 violations of Labor Code provisions for which a civil penalty is not specifically provided,
17 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

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

20 **PRAYER FOR RELIEF**

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

23 1. For civil penalties according to proof, including but not limited to all penalties
24 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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

28 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or

1 any other applicable provisions providing for attorney's fees and costs; and

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

3
4 DATED: August ___, 2020

Respectfully submitted,

5 MATERN LAW GROUP, PC

6
7 By: _____

8 MATTHEW J. MATERN
9 MATTHEW W. GORDON
10 VANESSA M. RODRIGUEZ
11 Attorneys for Plaintiffs
12 FABIAN KNOWLES, PHELLIPPE
13 CARRILLO, JACQUELINE NELSON,
14 NARKITA THOMAS, ANDREA CRUZ,
15 CLARIE TUPUOLA, ALMA PIERRE,
16 MARIA BRENDA DECENA and
17 CHRISTINA FALLS on behalf of themselves
18 and all other aggrieved employees
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DATED: August ___, 2020

MATERN LAW GROUP, PC

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Attorneys for Plaintiffs
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CLARIE TUPUOLA, ALMA PIERRE,
MARIA BRENDA DECENA and
CHRISTINA FALLS on behalf of themselves
and all other aggrieved employees



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August 12, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM-713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Irene Mendez Duran

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

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Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Irene Mendez Duran (“Ms. Duran”), who is jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Duran 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. Duran’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Duran. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Duran alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

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This letter also serves as notice of Ms. Duran'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. Duran's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Duran 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.² 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.

² "[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.

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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. Duran 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. Duran’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. Duran and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Duran and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Duran and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Duran’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Duran 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. Duran 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. Duran 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

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to authorize and permit Ms. Duran and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Duran's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Duran and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Duran and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Duran and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Duran 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. Duran 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. Duran 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. Duran and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Duran and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Duran 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. Duran and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Duran and other aggrieved employees; failing to properly maintain Ms. Duran's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Duran 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.

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Ms. Duran 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. Duran 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. Duran and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Duran and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Duran and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Duran and other aggrieved employees; failing to properly maintain Ms. Duran's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Duran 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. Duran 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. Duran 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. Duran and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Duran and other aggrieved employees to work off-the-clock without compensation, and required Ms. Duran and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Duran 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.

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Longwood Management also failed to pay Ms. Duran 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. Duran 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. Duran and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Duran and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Duran 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. Duran 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. Duran 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

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for which the employee is paid, the name and address of the legal entity or entities employing Ms. Duran 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. Duran 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, 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. Duran 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. Duran and other aggrieved employees, as explained above. As a result, Ms. Duran'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, 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. Duran 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

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failed to indemnify Ms. Duran 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.

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. Duran'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. Duran's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Duran'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. Duran 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

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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. Duran's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

MATERN LAW GROUP, PC
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MATTHEW W. GORDON (SBN 267971)
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CLARIE TUPUOLA, ALMA PIERRE,
MARIA BRENDA DECENA, CHRISTINA
FALLS, ASHLEY SMITH, and IRENE
MENDEZ DURAN, individually, and on
behalf of all other aggrieved employees

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

FABIAN KNOWLES, an individual, on behalf
of himself and all other aggrieved employees;
PHELLIPPE 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, and
IRENE MENDEZ DURAN, an individual, on
behalf of herself and all other aggrieved
employees,

Plaintiffs,

vs.

LONGWOOD MANAGEMENT CORP., a

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

California corporation; ALDEN ENTERPRISES,
1 INC., a California corporation; ARTESIA
HEALTHCARE, INC., a California corporation;
2 BROADWAY MANOR CARE CENTER, INC.,
a California corporation; BURBANK
3 HEALTHCARE, INC., a California corporation;
BURLINGTON CONVALESCENT
4 HOSPITAL, INC., a California corporation;
NORMANDIE/WILSHIRE RETIREMENT
5 HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL, INC.,
6 a California corporation; CHINO VALLEY
REHABILITATION CENTER LLC, a California
7 limited liability company; COLONIAL CARE
CENTER, INC., a California corporation;
8 COVINA CARE CENTER, INC., a California
corporation; CRENSHAW ENTERPRISES,
9 INC., a California corporation; GREEN ACRES
LODGE, INC., a California corporation;
10 ICC CONVALESCENT CORP., a California
corporation; IMPERIAL CREST
11 HEALTHCARE CENTER, LLC, a California
limited liability company; NORWALK
12 HEALTHCARE, INC., a California corporation;
LAUREL WELLNESS AND NURSING
13 CENTER, LLC, a California limited liability
company; S.G.V. HEALTHCARE, INC., a
14 California corporation; LONGWOOD MANOR
INVESTMENTS LP, a California limited
15 partnership; MAGNOLIA GARDENS
CONVALESCENT HOSPITAL, INC., a
16 California corporation; MONTEREY CARE
CENTER, INC., a California corporation;
17 MONTROSE HEALTHCARE, INC., a
California corporation; NORTHRIDGE CARE
18 CENTER, INC., a California corporation; JRB
INVESTMENTS, INC., a California corporation;
19 PARK ANAHEIM HEALTH CARE, LLC, a
California limited liability company; PICO
20 RIVERA HEALTHCARE, INC., a California
corporation; SAN GABRIEL
21 CONVALESCENT CENTER, INC., a
California corporation; SHEA HEALTHCARE
22 CENTER, INC., a California corporation;
ABILITY HOMECARE, INC., a California
23 corporation; COLDWATER CARE CENTER
LLC, a California limited liability company;
24 STUDIO CITY CONVALESCENT
HOSPITAL, a California corporation;
25 SUNNYVIEW CONVALESCENT
HOSPITAL, INC., a California corporation;
26 VIEW PARK CONVALESCENT HOSPITAL,
INC., a California corporation; CANOGA
27 HEALTHCARE, INC., a California corporation;
TZIPPY CARE, INC., a California corporation;
28 HOSPICE CHEER, a California corporation;
IRA DAVID ENTERPRISES, INC., a

California corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California limited partnership; and DOES 1 through 50, inclusive,

Defendants.

1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), NARKITA
3 THOMAS (“PLAINTIFF THOMAS”), ANDREA CRUZ (“PLAINTIFF CRUZ”), and CLARIE
4 TUPUOLA (“PLAINTIFF TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA
5 BRENDA DECENA (“PLAINTIFF DECENA”), CHRISTINA FALLS (“PLAINTIFF FALLS”),
6 ASHLEY SMITH (“PLAINTIFF SMITH”), and IRENE MENDEZ DURAN (“PLAINTIFF
7 DURAN” and collectively with PLAINTIFF KNOWLES, PLAINTIFF CARRILLO, PLAINTIFF
8 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
9 PIERRE, PLAINTIFF DECENA, and PLAINTIFF SMITH as “PLAINTIFFS”), on behalf of
10 themselves and all other current and former non-exempt employees of DEFENDANTS (as
11 defined in Paragraph 1 below) who worked for DEFENDANTS in the State of California at any
12 time during the relevant statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as
13 follows:

14 **INTRODUCTION**

15 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
16 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
17 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
18 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
19 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
20 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
21 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
22 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
23 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
24 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
25 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
26 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
27 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
28 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND

1 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
2 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
3 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
4 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
5 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a
6 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
7 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,
8 INC., a California corporation; SAN GABRIEL CONVALESCENT CENTER, INC., a California
9 corporation; SHEA HEALTHCARE CENTER, INC., a California corporation; ABILITY
10 HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California
11 limited liability company; STUDIO CITY CONVALESCENT HOSPITAL, a California
12 corporation; SUNNYVIEW CONVALESCENT HOSPITAL, INC., a California corporation;
13 VIEW PARK CONVALESCENT HOSPITAL, INC., a California corporation; CANOGA
14 HEALTHCARE, INC., a California corporation; TZIPPY CARE, INC., a California corporation;
15 HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES, INC., a California
16 corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT
17 CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California
18 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
19 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
20 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
21 pay all wages due to discharged or quitting employees, failure to maintain required records,
22 failure to provide accurate itemized wage statements, failure to timely pay wages during
23 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
24 discharging their duties.

25 **JURISDICTION AND VENUE**

26 2. The Superior Court of the State of California has jurisdiction in this matter because
27 PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens
28 and residents of, and/or regularly conduct business in, California. Further, no federal question is

1 at issue because the claims are based solely on California law.

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

6 **PARTIES**

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

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

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

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

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

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

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

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

25 11. PLAINTIFFS are informed and believe, and thereon allege, that
26 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC. is, and at all times relevant hereto
27 was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS
28 are further informed and believe, and thereon allege, that NORMANDIE/WILSHIRE

1 RETIREMENT HOTEL, INC., is authorized to conduct business in the State of California, and
2 does conduct business in the State of California. Specifically, upon information and belief,
3 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., maintains offices and conducts
4 business in the County of Los Angeles, State of California.

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

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

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

28 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE

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

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

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

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

28 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL

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

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

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

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

1 the County of Los Angeles, State of California.

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

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

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

25 26. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE
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 MONTROSE HEALTHCARE, INC. is authorized to conduct business in

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

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

11 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
12 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
13 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
14 and thereon allege, that JRB INVESTMENTS, INC. is authorized to conduct business in the State
15 of California, and does conduct business in the State of California. Specifically, upon
16 information and belief, JRB INVESTMENTS, INC. maintains offices and conducts business in
17 the County of Los Angeles, State of California.

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

25 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
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 PICO RIVERA HEALTHCARE, INC. is authorized to conduct business

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

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

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

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

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

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

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

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

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

28 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA

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

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

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

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

28 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF

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

7 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
8 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
9 and existing under the laws of the State of California. PLAINTIFFS are further informed and
10 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. 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, SAN DIMAS RETIREMENT CENTER, INC.
13 maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

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

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

21 48. PLAINTIFFS are informed and believe, and thereon allege, that each and every
22 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
23 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
24 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
25 and scope of said agency, employment and/or direction and control.
26 Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of
27 any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating
28 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or

1 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

2 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

7 50. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by
8 online filing on July 2, 2019 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 KNOWLES submitted the required \$75.00 filing fee to the
12 LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date
13 of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF
14 KNOWLES that it intends to investigate the alleged violations. Pursuant to California Labor
15 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 KNOWLES has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 51. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
20 online filing on April 14, 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 CARRILLO submitted the required \$75.00 filing fee to the
24 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark
25 date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF
26 CARRILLO that it intends to investigate the alleged violations. Pursuant to California Labor
27 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 CARRILLO has complied with all of the requirements set forth in
2 California Labor Code § 2699.3 to commence a representative action under PAGA.

3 52. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
4 online filing on June 22, 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 NELSON submitted the required \$75.00 filing fee to the
8 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
9 date of PLAINTIFF NELSON’s notice letter, the LWDA did not provide notice to PLAINTIFF
10 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
11 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
12 not counted as part of the time limited for the commencement of this civil action. Therefore,
13 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
14 Code § 2699.3 to commence a representative action under PAGA.

15 53. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
16 online filing on June 22, 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 THOMAS submitted the required \$75.00 filing fee to the
20 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
21 date of PLAINTIFF THOMAS’s notice letter, the LWDA did not provide notice to PLAINTIFF
22 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code
23 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
24 not counted as part of the time limited for the commencement of this civil action. Therefore,
25 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
26 Code § 2699.3 to commence a representative action under PAGA.

27 54. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
28 online filing on July 17, 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 CRUZ submitted the required \$75.00 filing fee to the LWDA
4 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
5 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
6 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
7 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
8 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
9 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
10 commence a representative action under PAGA.

11 55. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
12 online filing on July 17, 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 TUPUOLA submitted the required \$75.00 filing fee to the
16 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
17 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
18 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
19 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 TUPUOLA 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 PIERRE 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 PIERRE 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 PIERRE's notice letter, the LWDA did not provide notice to
2 PLAINTIFF PIERRE 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 PIERRE 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 DECENA gave written notice by
8 online filing on August 10, 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 DECENA submitted the required \$75.00 filing fee to the
12 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
13 postmark date of PLAINTIFF DECENA's notice letter, the LWDA did not provide notice to
14 PLAINTIFF DECENA 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 DECENA has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 58. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
20 online filing on August 10, 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 FALLS submitted the required \$75.00 filing fee to the
24 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
25 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
26 PLAINTIFF FALLS 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 FALLS 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 SMITH gave written notice by
4 online filing on August 12, 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 SMITH submitted the required \$75.00 filing fee to the
8 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
9 postmark date of PLAINTIFF SMITH’s notice letter, the LWDA did not provide notice to
10 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
11 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
12 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
13 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
14 Labor Code § 2699.3 to commence a representative action under PAGA.

15 60. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
16 online filing on August 12, 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 DURAN submitted the required \$75.00 filing fee to the
20 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
21 postmark date of PLAINTIFF DURAN’s notice letter, the LWDA did not provide notice to
22 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California
23 Labor 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 DURAN has complied with all of the requirements set forth in California
26 Labor Code § 2699.3 to commence a representative action under PAGA.

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

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

4 61. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
5 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
6 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
7 30-minute meal period, or to work through them, and have failed to otherwise provide the
8 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
9 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

15 **Failure to Provide Required Rest Periods**

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

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

21 64. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
22 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
23 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
24 hour of compensation at each employee's regular rate of pay for each workday that a rest period
25 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]

65. 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.

66. 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.

67. 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.

1 **Failure to Pay Minimum Wages**

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

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

6 69. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

17 **[Cal. Labor Code § 204]**

18 70. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

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

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

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

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

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

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

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

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

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

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

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

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

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

15 **Failure to Maintain Required Records**

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

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

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

26 **[Cal. Labor Code § 2802]**

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

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

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

7 **FIRST CAUSE OF ACTION**

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

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

11 **(Against All DEFENDANTS)**

12 82. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
13 the allegations in paragraphs 1 through 81.

14 83. PLAINTIFFS are “AGGRIEVED EMPLOYEES” within the meaning of Labor
15 Code § 2699(c), and proper representatives to bring a civil action on behalf of himself and other
16 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
17 specified in Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
18 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
19 relevant period.

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

23 85. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
24 penalties from DEFENDANTS in a representative action for the violations set forth above,
25 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
26 512, 1174(d), 1194, 1197, 1198, and 2802.

27 86. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
28 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.
- 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

1 each underpaid employee for each pay period for which the employee is
2 underpaid; and for each subsequent violation of the same offense, two
3 hundred fifty dollars (\$250) for each underpaid employee for each pay
4 period for which the employee is underpaid regardless of whether the
5 initial violation was intentionally committed.

6 87. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
7 penalty is not specifically provided, the following civil penalties are established: one hundred
8 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
9 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
10 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
11 violations of Labor Code provisions for which a civil penalty is not specifically provided,
12 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

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

15 **PRAYER FOR RELIEF**

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

18 1. For civil penalties according to proof, including but not limited to all penalties
19 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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

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

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

2
3 DATED: August ___, 2020

Respectfully submitted,

4 MATERN LAW GROUP, PC

5
6 By: _____

7 MATTHEW J. MATERN
8 MATTHEW W. GORDON
9 VANESSA M. RODRIGUEZ
10 Attorneys for Plaintiffs
11 FABIAN KNOWLES, PHELLIPPE
12 CARRILLO, JACQUELINE NELSON,
13 NARKITA THOMAS, ANDREA CRUZ,
14 CLARIE TUPUOLA, ALMA PIERRE,
15 MARIA BRENDA DECENA, CHRISTINA
16 FALLS, ASHLEY SMITH, and IRENE
17 MENDEZ DURAN on behalf of themselves
18 and all other aggrieved employees
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DATED: August __, 2020

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MATERN LAW GROUP, PC

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August 10, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM-713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Christina Falls

Employers: Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico

August 10, 2020

Page 2 of 10

Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Christina Falls (“Ms. Falls”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Falls 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. Falls’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Falls. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Falls alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice

August 10, 2020

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This letter also serves as notice of Ms. Falls'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. Falls's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Falls 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.² 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

submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

² "[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.

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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. Falls 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. Falls’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. Falls and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Falls and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Falls and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Falls’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Falls 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. Falls 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

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permitting Ms. Falls 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. Falls and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Falls's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Falls and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Falls and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Falls and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Falls 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. Falls 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. Falls 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. Falls and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Falls and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Falls 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. Falls and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Falls and other aggrieved employees; failing to properly maintain Ms. Falls's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Falls 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,

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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. Falls 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. Falls 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. Falls and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Falls and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Falls and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Falls and other aggrieved employees; failing to properly maintain Ms. Falls's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Falls 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. Falls 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. Falls 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. Falls and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Falls and other aggrieved employees to work off-the-clock without compensation, and required Ms. Falls and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay

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Ms. Falls 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. Falls 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. Falls 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. Falls and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Falls and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Falls 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. Falls 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.

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Longwood Management failed to provide Ms. Falls 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. Falls 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. Falls 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, 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. Falls 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. Falls and other aggrieved employees, as explained above. As a result, Ms. Falls'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, 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. Falls and other aggrieved employees.

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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. Falls 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.

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. Falls'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. Falls's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Falls'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. Falls 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.

MATERN LAW GROUP, PC

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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. Falls's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

1 MATERN LAW GROUP, PC
2 MATTHEW J. MATERN (SBN 159798)
3 MATTHEW W. GORDON (SBN 267971)
4 VANESSA M. RODRIGUEZ (SBN 316382)
5 1230 Rosecrans Avenue, Suite 200
6 Manhattan Beach, California 90266
7 Telephone: (310) 531-1900
8 Facsimile: (310) 531-1901

9 Attorneys for Plaintiffs

10 FABIAN KNOWLES, PHELLIPPE
11 CARRILLO, JACQUELINE NELSON,
12 NARKITA THOMAS, ANDREA CRUZ,
13 CLARIE TUPUOLA, ALMA PIERRE,
14 MARIA BRENDA DECENA, and
15 CHRISTINA FALLS, individually, and on
16 behalf of all other aggrieved employees

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18
19 FOR THE COUNTY OF LOS ANGELES
20

21 FABIAN KNOWLES, an individual, on behalf
22 of himself and all other aggrieved employees;
23 PHELLIPPE CARRILLO, an individual, on
24 behalf of himself and all other aggrieved
25 employees; JACQUELINE NELSON, an
26 individual, on behalf of herself and all other
27 aggrieved employees; NARKITA THOMAS, an
28 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, and
CHRISTINA FALLS, an individual, on behalf
of herself and all other aggrieved employees,

Plaintiffs,

vs.

LONGWOOD MANAGEMENT CORP., a
California corporation; ALDEN ENTERPRISES,
INC., a California corporation; ARTESIA
HEALTHCARE, INC., a California corporation;
BROADWAY MANOR CARE CENTER, INC.,
a California corporation; BURBANK
HEALTHCARE, INC., a California corporation;

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

BURLINGTON CONVALESCENT
HOSPITAL, INC., a California corporation;
NORMANDIE/WILSHIRE RETIREMENT
HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL, INC.,
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; CRENSHAW ENTERPRISES,
INC., a California corporation; GREEN ACRES
LODGE, INC., a California corporation;
ICC CONVALESCENT CORP., a California
corporation; IMPERIAL CREST
HEALTHCARE CENTER, LLC, a California
limited liability company; NORWALK
HEALTHCARE, INC., 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, INC., a
California corporation; MONTEREY CARE
CENTER, INC., a California corporation;
MONTROSE HEALTHCARE, INC., a
California corporation; NORTHRIDGE CARE
CENTER, INC., a California corporation; JRB
INVESTMENTS, INC., a California corporation;
PARK ANAHEIM HEALTH CARE, LLC, a
California limited liability company; PICO
RIVERA HEALTHCARE, INC., a California
corporation; SAN GABRIEL
CONVALESCENT CENTER, INC., a
California corporation; SHEA HEALTHCARE
CENTER, INC., a California corporation;
ABILITY HOMECARE, INC., a California
corporation; COLDWATER CARE CENTER
LLC, a California limited liability company;
STUDIO CITY CONVALESCENT
HOSPITAL, a California corporation;
SUNNYVIEW CONVALESCENT
HOSPITAL, INC., a California corporation;
VIEW PARK CONVALESCENT HOSPITAL,
INC., a California corporation; CANOGA
HEALTHCARE, INC., a California corporation;
TZIPPY CARE, INC., a California corporation;
HOSPICE CHEER, a California corporation;
IRA DAVID ENTERPRISES, INC., a
California corporation; ADF INVESTMENTS,
INC., a California corporation; SAN DIMAS
RETIREMENT CENTER, INC., a California
corporation; CROFTON MANOR
ASSOCIATES, L.P., a California limited
partnership; and DOES 1 through 50,

1 inclusive,

2 Defendants.

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1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), NARKITA
3 THOMAS (“PLAINTIFF THOMAS”), ANDREA CRUZ (“PLAINTIFF CRUZ”), and CLARIE
4 TUPUOLA (“PLAINTIFF TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA
5 BRENDA DECENA (“PLAINTIFF DECENA”), CHRISTIAN FALLS (“PLAINTIFF FALLS”
6 and collectively with PLAINTIFF KNOWLES, PLAINTIFF CARRILLO, PLAINTIFF
7 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
8 PIERRE, and PLAINTIFF DECENA as “PLAINTIFFS”), on behalf of themselves and all other
9 current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1 below)
10 who worked for DEFENDANTS in the State of California at any time during the relevant
11 statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as follows:

12 **INTRODUCTION**

13 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
14 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
15 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
16 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
17 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
18 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
19 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
20 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
21 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
22 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
23 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
24 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
25 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
26 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND
27 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
28 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited

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

1 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
2 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS' unlawful actions
3 and omissions, as set forth herein, occurred in the County of Los Angeles.

4 **PARTIES**

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

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

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

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

1 8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY
2 MANOR CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized
3 and existing under the laws of the State of California. PLAINTIFFS are further informed and
4 believe, and thereon allege, that BROADWAY MANOR CARE CENTER, INC. is authorized to
5 conduct business in the State of California, and does conduct business in the State of California.
6 Specifically, upon information and belief, BROADWAY MANOR CARE CENTER, INC.
7 maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

23 11. PLAINTIFFS are informed and believe, and thereon allege, that
24 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC. is, and at all times relevant hereto
25 was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS
26 are further informed and believe, and thereon allege, that NORMANDIE/WILSHIRE
27 RETIREMENT HOTEL, INC., is authorized to conduct business in the State of California, and
28 does conduct business in the State of California. Specifically, upon information and belief,

1 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., maintains offices and conducts
2 business in the County of Los Angeles, State of California.

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

11 13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY
12 REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability
13 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
14 further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION
15 CENTER 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, CHINO VALLEY
17 REHABILITATION CENTER LLC maintains offices and conducts business in the County of
18 Los Angeles, State of California.

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

26 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE
27 CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing
28 under the laws of the State of California. PLAINTIFFS are further informed and believe, and

1 thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the
2 State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
4 in the County of Los Angeles, State of California.

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

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

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

26 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
27 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
28 liability corporation organized and existing under the laws of the State of California.

1 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
2 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and
3 does conduct business in the State of California. Specifically, upon information and belief,
4 IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in
5 the County of Los Angeles, State of California.

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

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

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

28 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD

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

8 24. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA
9 GARDENS CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a
10 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
11 further informed and believe, and thereon allege, that MAGNOLIA GARDENS
12 CONVALESCENT HOSPITAL, INC. is authorized to conduct business in the State of
13 California, and does conduct business in the State of California. Specifically, upon information
14 and belief, MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC. maintains offices
15 and conducts business in the County of Los Angeles, State of California.

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

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

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

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

9 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
10 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
11 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
12 and thereon allege, that JRB INVESTMENTS, INC. is authorized to conduct business in the State
13 of California, and does conduct business in the State of California. Specifically, upon
14 information and belief, JRB INVESTMENTS, INC. maintains offices and conducts business in
15 the County of Los Angeles, State of California.

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

23 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
24 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
25 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
26 and thereon allege, that PICO RIVERA HEALTHCARE, INC. is authorized to conduct business
27 in the State of California, and does conduct business in the State of California. Specifically, upon
28 information and belief, PICO RIVERA HEALTHCARE, INC. maintains offices and conducts

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

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

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

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

24 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
25 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
26 organized and existing under the laws of the State of California. PLAINTIFFS are further
27 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
28 authorized to conduct business in the State of California, and does conduct business in the State

1 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC
2 maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

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

26 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
27 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that CANOGA HEALTHCARE, INC. is authorized to conduct business in the
2 State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, CANOGA HEALTHCARE, INC. maintains offices and conducts
4 business in the County of Los Angeles, State of California.

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

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

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

26 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
27 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that ADF INVESTMENTS, INC. is authorized to conduct business in the
2 State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, ADF INVESTMENTS, INC. maintains offices and conducts business in
4 the County of Los Angeles, State of California.

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

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

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

27 46. At all relevant times herein, DEFENDANTS were the joint employers of
28 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,

1 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,
2 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
3 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
4 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
5 co-defendant, and each was the alter ego of the other.

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

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

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

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PAGA REPRESENTATIVE ACTION ALLEGATIONS

50. 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.

51. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by online filing on July 2, 2019 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. PLAINTIFF KNOWLES submitted the required \$75.00 filing fee to the LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF KNOWLES 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, PLAINTIFF KNOWLES has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

52. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by online filing on April 14, 2020 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. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF CARRILLO 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, PLAINTIFF CARRILLO has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

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

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

26 55. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
27 online filing on July 17, 2020 to the California Labor and Workforce Development Agency
28 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code

1 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
2 the alleged violations. PLAINTIFF CRUZ submitted the required \$75.00 filing fee to the LWDA
3 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
4 PLAINTIFF CRUZ's notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
5 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
6 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
7 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
8 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
9 commence a representative action under PAGA.

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

22 57. Pursuant to Labor Code § 2699.3, PLAINTIFF PIERRE gave written notice by
23 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
24 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
25 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
26 the alleged violations. PLAINTIFF PIERRE submitted the required \$75.00 filing fee to the
27 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
28 postmark date of PLAINTIFF PIERRE's notice letter, the LWDA did not provide notice to

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

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

18 59. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
19 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
20 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
21 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
22 the alleged violations. PLAINTIFF FALLS submitted the required \$75.00 filing fee to the
23 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
24 postmark date of PLAINTIFF FALLS’ notice letter, the LWDA did not provide notice to
25 PLAINTIFF FALLS that it intends to investigate the alleged violations. Pursuant to California
26 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
27 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
28 Therefore, PLAINTIFF FALLS has complied with all of the requirements set forth in California

1 Labor Code § 2699.3 to commence a representative action under PAGA.

2 **FACTUAL ALLEGATIONS**

3 **Failure to Provide Required Meal Periods**

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

5 60. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
6 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
7 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
8 30-minute meal period, or to work through them, and have failed to otherwise provide the
9 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
10 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

16 **Failure to Provide Required Rest Periods**

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

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

22 63. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
23 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
24 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
25 hour of compensation at each employee's regular rate of pay for each workday that a rest period
26 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]

64. 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.

65. 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.

66. 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.

1 **Failure to Pay Minimum Wages**

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

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

6 68. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

17 **[Cal. Labor Code § 204]**

18 69. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

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

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

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

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

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

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

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

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

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

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

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

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

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

15 **Failure to Maintain Required Records**

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

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

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

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

- 7 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
8 DEFENDANTS are subject to a civil penalty in the amount of one hundred
9 dollars (\$100) for the initial violation for each failure to pay each employee
10 and two hundred dollars (\$200) per employee for violations in subsequent
11 pay periods.
- 12 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
13 DEFENDANTS are subject to a civil penalty in the amount of two hundred
14 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
15 period where a violation occurs and one thousand dollars (\$1,000) per
16 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 17 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
18 on behalf of an employer who violates, or causes to be violated, a section
19 of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission," including Labor Code §§ 510
21 and 512, shall be subject to a civil penalty, in addition to any other penalty
22 provided by law, of fifty dollars (\$50) for initial violations for each
23 underpaid employee for each pay period for which the employee was
24 underpaid and one hundred dollars (\$100) for each subsequent violation for
25 each underpaid employee for each pay period for which the employee was
26 underpaid.
- 27 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
28 DEFENDANTS are subject to a civil penalty of five hundred dollars

1 (\$500).

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

11 86. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
12 penalty is not specifically provided, the following civil penalties are established: one hundred
13 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
14 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
15 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
16 violations of Labor Code provisions for which a civil penalty is not specifically provided,
17 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

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

20 **PRAYER FOR RELIEF**

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

23 1. For civil penalties according to proof, including but not limited to all penalties
24 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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

28 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or

1 any other applicable provisions providing for attorney's fees and costs; and

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

3
4 DATED: August ___, 2020

Respectfully submitted,

5 MATERN LAW GROUP, PC

6
7 By: _____

8 MATTHEW J. MATERN
9 MATTHEW W. GORDON
10 VANESSA M. RODRIGUEZ
11 Attorneys for Plaintiffs
12 FABIAN KNOWLES, PHELLIPPE
13 CARRILLO, JACQUELINE NELSON,
14 NARKITA THOMAS, ANDREA CRUZ,
15 CLARIE TUPUOLA, ALMA PIERRE,
16 MARIA BRENDA DECENA and
17 CHRISTINA FALLS on behalf of themselves
18 and all other aggrieved employees
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DATED: August __, 2020

MATERN LAW GROUP, PC

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MATTHEW W. GORDON
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CLARIE TUPUOLA, ALMA PIERRE,
MARIA BRENDA DECENA and
CHRISTINA FALLS on behalf of themselves
and all other aggrieved employees



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August 12, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM-713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Ashley Smith

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

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Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Ashley Smith (“Ms. Smith”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Smith 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. Smith’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Smith. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Smith alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

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This letter also serves as notice of Ms. Smith'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. Smith's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Smith 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.² 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.

² "[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.

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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. Smith 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. Smith’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. Smith and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Smith and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Smith and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Smith’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Smith 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. Smith 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. Smith 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

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to authorize and permit Ms. Smith and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Smith's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Smith and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Smith and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Smith and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Smith 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. Smith 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. Smith 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. Smith and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Smith and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Smith 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. Smith and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Smith and other aggrieved employees; failing to properly maintain Ms. Smith's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Smith 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.

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Ms. Smith 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. Smith 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. Smith and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Smith and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Smith and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Smith and other aggrieved employees; failing to properly maintain Ms. Smith's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Smith 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. Smith 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. Smith 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. Smith and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Smith and other aggrieved employees to work off-the-clock without compensation, and required Ms. Smith and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Smith 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.

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Longwood Management also failed to pay Ms. Smith 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. Smith 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. Smith and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Smith and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Smith 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. Smith 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. Smith 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

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for which the employee is paid, the name and address of the legal entity or entities employing Ms. Smith 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. Smith 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, 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. Smith 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. Smith and other aggrieved employees, as explained above. As a result, Ms. Smith'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, 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. Smith 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

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failed to indemnify Ms. Smith 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.

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. Smith'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. Smith's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Smith'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. Smith 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

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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. Smith's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

MATERN LAW GROUP, PC
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MATTHEW W. GORDON (SBN 267971)
VANESSA M. RODRIGUEZ (SBN 316382)
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CLARIE TUPUOLA, ALMA PIERRE,
MARIA BRENDA DECENA, CHRISTINA
FALLS, ASHLEY SMITH, and IRENE
MENDEZ DURAN, individually, and on
behalf of all other aggrieved employees

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

FABIAN KNOWLES, an individual, on behalf
of himself and all other aggrieved employees;
PHELLIPPE 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, and
IRENE MENDEZ DURAN, an individual, on
behalf of herself and all other aggrieved
employees,

Plaintiffs,

vs.

LONGWOOD MANAGEMENT CORP., a

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

California corporation; ALDEN ENTERPRISES,
1 INC., a California corporation; ARTESIA
HEALTHCARE, INC., a California corporation;
2 BROADWAY MANOR CARE CENTER, INC.,
a California corporation; BURBANK
3 HEALTHCARE, INC., a California corporation;
BURLINGTON CONVALESCENT
4 HOSPITAL, INC., a California corporation;
NORMANDIE/WILSHIRE RETIREMENT
5 HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL, INC.,
6 a California corporation; CHINO VALLEY
REHABILITATION CENTER LLC, a California
7 limited liability company; COLONIAL CARE
CENTER, INC., a California corporation;
8 COVINA CARE CENTER, INC., a California
corporation; CRENSHAW ENTERPRISES,
9 INC., a California corporation; GREEN ACRES
LODGE, INC., a California corporation;
10 ICC CONVALESCENT CORP., a California
corporation; IMPERIAL CREST
11 HEALTHCARE CENTER, LLC, a California
limited liability company; NORWALK
12 HEALTHCARE, INC., a California corporation;
LAUREL WELLNESS AND NURSING
13 CENTER, LLC, a California limited liability
company; S.G.V. HEALTHCARE, INC., a
14 California corporation; LONGWOOD MANOR
INVESTMENTS LP, a California limited
15 partnership; MAGNOLIA GARDENS
CONVALESCENT HOSPITAL, INC., a
16 California corporation; MONTEREY CARE
CENTER, INC., a California corporation;
17 MONTROSE HEALTHCARE, INC., a
California corporation; NORTHRIDGE CARE
18 CENTER, INC., a California corporation; JRB
INVESTMENTS, INC., a California corporation;
19 PARK ANAHEIM HEALTH CARE, LLC, a
California limited liability company; PICO
20 RIVERA HEALTHCARE, INC., a California
corporation; SAN GABRIEL
21 CONVALESCENT CENTER, INC., a
California corporation; SHEA HEALTHCARE
22 CENTER, INC., a California corporation;
ABILITY HOMECARE, INC., a California
23 corporation; COLDWATER CARE CENTER
LLC, a California limited liability company;
24 STUDIO CITY CONVALESCENT
HOSPITAL, a California corporation;
25 SUNNYVIEW CONVALESCENT
HOSPITAL, INC., a California corporation;
26 VIEW PARK CONVALESCENT HOSPITAL,
INC., a California corporation; CANOGA
27 HEALTHCARE, INC., a California corporation;
TZIPPY CARE, INC., a California corporation;
28 HOSPICE CHEER, a California corporation;
IRA DAVID ENTERPRISES, INC., a

California corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California limited partnership; and DOES 1 through 50, inclusive,

Defendants.

1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), NARKITA
3 THOMAS (“PLAINTIFF THOMAS”), ANDREA CRUZ (“PLAINTIFF CRUZ”), and CLARIE
4 TUPUOLA (“PLAINTIFF TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA
5 BRENDA DECENA (“PLAINTIFF DECENA”), CHRISTINA FALLS (“PLAINTIFF FALLS”),
6 ASHLEY SMITH (“PLAINTIFF SMITH”), and IRENE MENDEZ DURAN (“PLAINTIFF
7 DURAN” and collectively with PLAINTIFF KNOWLES, PLAINTIFF CARRILLO, PLAINTIFF
8 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
9 PIERRE, PLAINTIFF DECENA, and PLAINTIFF SMITH as “PLAINTIFFS”), on behalf of
10 themselves and all other current and former non-exempt employees of DEFENDANTS (as
11 defined in Paragraph 1 below) who worked for DEFENDANTS in the State of California at any
12 time during the relevant statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as
13 follows:

14 **INTRODUCTION**

15 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
16 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
17 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
18 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
19 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
20 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
21 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
22 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
23 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
24 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
25 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
26 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
27 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
28 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND

1 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
2 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
3 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
4 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
5 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a
6 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
7 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,
8 INC., a California corporation; SAN GABRIEL CONVALESCENT CENTER, INC., a California
9 corporation; SHEA HEALTHCARE CENTER, INC., a California corporation; ABILITY
10 HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California
11 limited liability company; STUDIO CITY CONVALESCENT HOSPITAL, a California
12 corporation; SUNNYVIEW CONVALESCENT HOSPITAL, INC., a California corporation;
13 VIEW PARK CONVALESCENT HOSPITAL, INC., a California corporation; CANOGA
14 HEALTHCARE, INC., a California corporation; TZIPPY CARE, INC., a California corporation;
15 HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES, INC., a California
16 corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT
17 CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California
18 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
19 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
20 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
21 pay all wages due to discharged or quitting employees, failure to maintain required records,
22 failure to provide accurate itemized wage statements, failure to timely pay wages during
23 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
24 discharging their duties.

25 **JURISDICTION AND VENUE**

26 2. The Superior Court of the State of California has jurisdiction in this matter because
27 PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens
28 and residents of, and/or regularly conduct business in, California. Further, no federal question is

1 at issue because the claims are based solely on California law.

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

6 **PARTIES**

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

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

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

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

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

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

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

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

25 11. PLAINTIFFS are informed and believe, and thereon allege, that
26 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC. is, and at all times relevant hereto
27 was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS
28 are further informed and believe, and thereon allege, that NORMANDIE/WILSHIRE

1 RETIREMENT HOTEL, INC., is authorized to conduct business in the State of California, and
2 does conduct business in the State of California. Specifically, upon information and belief,
3 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., maintains offices and conducts
4 business in the County of Los Angeles, State of California.

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

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

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

28 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE

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

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

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

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

28 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL

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

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

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

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

1 the County of Los Angeles, State of California.

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

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

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

25 26. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE
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 MONTROSE HEALTHCARE, INC. is authorized to conduct business in

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

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

11 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
12 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
13 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
14 and thereon allege, that JRB INVESTMENTS, INC. is authorized to conduct business in the State
15 of California, and does conduct business in the State of California. Specifically, upon
16 information and belief, JRB INVESTMENTS, INC. maintains offices and conducts business in
17 the County of Los Angeles, State of California.

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

25 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
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 PICO RIVERA HEALTHCARE, INC. is authorized to conduct business

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

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

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

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

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

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

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

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

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

28 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA

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

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

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

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

28 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF

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

7 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
8 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
9 and existing under the laws of the State of California. PLAINTIFFS are further informed and
10 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. 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, SAN DIMAS RETIREMENT CENTER, INC.
13 maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

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

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

21 48. PLAINTIFFS are informed and believe, and thereon allege, that each and every
22 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
23 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
24 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
25 and scope of said agency, employment and/or direction and control.
26 Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of
27 any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating
28 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or

1 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

2 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

7 50. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by
8 online filing on July 2, 2019 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 KNOWLES submitted the required \$75.00 filing fee to the
12 LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date
13 of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF
14 KNOWLES that it intends to investigate the alleged violations. Pursuant to California Labor
15 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 KNOWLES has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 51. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
20 online filing on April 14, 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 CARRILLO submitted the required \$75.00 filing fee to the
24 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark
25 date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF
26 CARRILLO that it intends to investigate the alleged violations. Pursuant to California Labor
27 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 CARRILLO has complied with all of the requirements set forth in
2 California Labor Code § 2699.3 to commence a representative action under PAGA.

3 52. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
4 online filing on June 22, 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 NELSON submitted the required \$75.00 filing fee to the
8 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
9 date of PLAINTIFF NELSON’s notice letter, the LWDA did not provide notice to PLAINTIFF
10 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
11 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
12 not counted as part of the time limited for the commencement of this civil action. Therefore,
13 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
14 Code § 2699.3 to commence a representative action under PAGA.

15 53. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
16 online filing on June 22, 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 THOMAS submitted the required \$75.00 filing fee to the
20 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
21 date of PLAINTIFF THOMAS’s notice letter, the LWDA did not provide notice to PLAINTIFF
22 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code
23 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
24 not counted as part of the time limited for the commencement of this civil action. Therefore,
25 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
26 Code § 2699.3 to commence a representative action under PAGA.

27 54. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
28 online filing on July 17, 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 CRUZ submitted the required \$75.00 filing fee to the LWDA
4 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
5 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
6 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
7 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
8 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
9 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
10 commence a representative action under PAGA.

11 55. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
12 online filing on July 17, 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 TUPUOLA submitted the required \$75.00 filing fee to the
16 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
17 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
18 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
19 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 TUPUOLA 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 PIERRE 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 PIERRE 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 PIERRE's notice letter, the LWDA did not provide notice to
2 PLAINTIFF PIERRE 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 PIERRE 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 DECENA gave written notice by
8 online filing on August 10, 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 DECENA submitted the required \$75.00 filing fee to the
12 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
13 postmark date of PLAINTIFF DECENA's notice letter, the LWDA did not provide notice to
14 PLAINTIFF DECENA 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 DECENA has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 58. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
20 online filing on August 10, 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 FALLS submitted the required \$75.00 filing fee to the
24 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
25 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
26 PLAINTIFF FALLS 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 FALLS 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 SMITH gave written notice by
4 online filing on August 12, 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 SMITH submitted the required \$75.00 filing fee to the
8 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
9 postmark date of PLAINTIFF SMITH’s notice letter, the LWDA did not provide notice to
10 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
11 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
12 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
13 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
14 Labor Code § 2699.3 to commence a representative action under PAGA.

15 60. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
16 online filing on August 12, 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 DURAN submitted the required \$75.00 filing fee to the
20 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
21 postmark date of PLAINTIFF DURAN’s notice letter, the LWDA did not provide notice to
22 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California
23 Labor 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 DURAN has complied with all of the requirements set forth in California
26 Labor Code § 2699.3 to commence a representative action under PAGA.

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

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

4 61. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
5 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
6 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
7 30-minute meal period, or to work through them, and have failed to otherwise provide the
8 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
9 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

15 **Failure to Provide Required Rest Periods**

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

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

21 64. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
22 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
23 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
24 hour of compensation at each employee's regular rate of pay for each workday that a rest period
25 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]

65. 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.

66. 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.

67. 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.

1 **Failure to Pay Minimum Wages**

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

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

6 69. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

17 **[Cal. Labor Code § 204]**

18 70. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

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

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

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

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

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

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

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

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

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

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

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

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

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

15 **Failure to Maintain Required Records**

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

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

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

26 **[Cal. Labor Code § 2802]**

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

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

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

7 **FIRST CAUSE OF ACTION**

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

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

11 **(Against All DEFENDANTS)**

12 82. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
13 the allegations in paragraphs 1 through 81.

14 83. PLAINTIFFS are “AGGRIEVED EMPLOYEES” within the meaning of Labor
15 Code § 2699(c), and proper representatives to bring a civil action on behalf of himself and other
16 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
17 specified in Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
18 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
19 relevant period.

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

23 85. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
24 penalties from DEFENDANTS in a representative action for the violations set forth above,
25 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
26 512, 1174(d), 1194, 1197, 1198, and 2802.

27 86. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
28 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.
- 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

1 each underpaid employee for each pay period for which the employee is
2 underpaid; and for each subsequent violation of the same offense, two
3 hundred fifty dollars (\$250) for each underpaid employee for each pay
4 period for which the employee is underpaid regardless of whether the
5 initial violation was intentionally committed.

6 87. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
7 penalty is not specifically provided, the following civil penalties are established: one hundred
8 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
9 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
10 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
11 violations of Labor Code provisions for which a civil penalty is not specifically provided,
12 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

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

15 **PRAYER FOR RELIEF**

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

18 1. For civil penalties according to proof, including but not limited to all penalties
19 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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

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

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

2
3 DATED: August ___, 2020

Respectfully submitted,

4 MATERN LAW GROUP, PC

5
6 By: _____

7 MATTHEW J. MATERN
8 MATTHEW W. GORDON
9 VANESSA M. RODRIGUEZ
10 Attorneys for Plaintiffs
11 FABIAN KNOWLES, PHELLIPPE
12 CARRILLO, JACQUELINE NELSON,
13 NARKITA THOMAS, ANDREA CRUZ,
14 CLARIE TUPUOLA, ALMA PIERRE,
15 MARIA BRENDA DECENA, CHRISTINA
16 FALLS, ASHLEY SMITH, and IRENE
17 MENDEZ DURAN on behalf of themselves
18 and all other aggrieved employees
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DATED: August __, 2020

MATERN LAW GROUP, PC

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MARIA BRENDA DECENA, CHRISTINA
FALLS, ASHLEY SMITH, and IRENE
MENDEZ DURAN on behalf of themselves
and all other aggrieved employees



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August 12, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM-713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Irene Mendez Duran

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

August 12, 2020

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Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Irene Mendez Duran (“Ms. Duran”), who is jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Duran 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. Duran’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Duran. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Duran alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

August 12, 2020

Page 3 of 10

This letter also serves as notice of Ms. Duran'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. Duran's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Duran 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.² 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.

² "[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.

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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. Duran 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. Duran’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. Duran and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Duran and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Duran and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Duran’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Duran 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. Duran 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. Duran 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

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to authorize and permit Ms. Duran and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Duran's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Duran and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Duran and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Duran and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Duran 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. Duran 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. Duran 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. Duran and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Duran and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Duran 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. Duran and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Duran and other aggrieved employees; failing to properly maintain Ms. Duran's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Duran 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.

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Ms. Duran 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. Duran 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. Duran and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Duran and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Duran and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Duran and other aggrieved employees; failing to properly maintain Ms. Duran's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Duran 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. Duran 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. Duran 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. Duran and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Duran and other aggrieved employees to work off-the-clock without compensation, and required Ms. Duran and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Duran 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.

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Longwood Management also failed to pay Ms. Duran 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. Duran 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. Duran and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Duran and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Duran 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. Duran 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. Duran 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

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for which the employee is paid, the name and address of the legal entity or entities employing Ms. Duran 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. Duran 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, 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. Duran 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. Duran and other aggrieved employees, as explained above. As a result, Ms. Duran'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, 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. Duran 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

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failed to indemnify Ms. Duran 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.

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. Duran'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. Duran's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Duran'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. Duran 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

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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. Duran's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

MATERN LAW GROUP, PC
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MARIA BRENDA DECENA, CHRISTINA
FALLS, ASHLEY SMITH, and IRENE
MENDEZ DURAN, individually, and on
behalf of all other aggrieved employees

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

FABIAN KNOWLES, an individual, on behalf
of himself and all other aggrieved employees;
PHELLIPPE 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, and
IRENE MENDEZ DURAN, an individual, on
behalf of herself and all other aggrieved
employees,

Plaintiffs,

vs.

LONGWOOD MANAGEMENT CORP., a

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

California corporation; ALDEN ENTERPRISES,
1 INC., a California corporation; ARTESIA
HEALTHCARE, INC., a California corporation;
2 BROADWAY MANOR CARE CENTER, INC.,
a California corporation; BURBANK
3 HEALTHCARE, INC., a California corporation;
BURLINGTON CONVALESCENT
4 HOSPITAL, INC., a California corporation;
NORMANDIE/WILSHIRE RETIREMENT
5 HOTEL, INC., a California corporation; CASA
BONITA CONVALESCENT HOSPITAL, INC.,
6 a California corporation; CHINO VALLEY
REHABILITATION CENTER LLC, a California
7 limited liability company; COLONIAL CARE
CENTER, INC., a California corporation;
8 COVINA CARE CENTER, INC., a California
corporation; CRENSHAW ENTERPRISES,
9 INC., a California corporation; GREEN ACRES
LODGE, INC., a California corporation;
10 ICC CONVALESCENT CORP., a California
corporation; IMPERIAL CREST
11 HEALTHCARE CENTER, LLC, a California
limited liability company; NORWALK
12 HEALTHCARE, INC., a California corporation;
LAUREL WELLNESS AND NURSING
13 CENTER, LLC, a California limited liability
company; S.G.V. HEALTHCARE, INC., a
14 California corporation; LONGWOOD MANOR
INVESTMENTS LP, a California limited
15 partnership; MAGNOLIA GARDENS
CONVALESCENT HOSPITAL, INC., a
16 California corporation; MONTEREY CARE
CENTER, INC., a California corporation;
17 MONTROSE HEALTHCARE, INC., a
California corporation; NORTHRIDGE CARE
18 CENTER, INC., a California corporation; JRB
INVESTMENTS, INC., a California corporation;
19 PARK ANAHEIM HEALTH CARE, LLC, a
California limited liability company; PICO
20 RIVERA HEALTHCARE, INC., a California
corporation; SAN GABRIEL
21 CONVALESCENT CENTER, INC., a
California corporation; SHEA HEALTHCARE
22 CENTER, INC., a California corporation;
ABILITY HOMECARE, INC., a California
23 corporation; COLDWATER CARE CENTER
LLC, a California limited liability company;
24 STUDIO CITY CONVALESCENT
HOSPITAL, a California corporation;
25 SUNNYVIEW CONVALESCENT
HOSPITAL, INC., a California corporation;
26 VIEW PARK CONVALESCENT HOSPITAL,
INC., a California corporation; CANOGA
27 HEALTHCARE, INC., a California corporation;
TZIPPY CARE, INC., a California corporation;
28 HOSPICE CHEER, a California corporation;
IRA DAVID ENTERPRISES, INC., a

California corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California limited partnership; and DOES 1 through 50, inclusive,

Defendants.

1 Plaintiffs FABIAN KNOWLES (“PLAINTIFF KNOWLES”), PHELLIPPE CARRILLO
2 (“PLAINTIFF CARRILLO”), JACQUELINE NELSON (“PLAINTIFF NELSON”), NARKITA
3 THOMAS (“PLAINTIFF THOMAS”), ANDREA CRUZ (“PLAINTIFF CRUZ”), and CLARIE
4 TUPUOLA (“PLAINTIFF TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA
5 BRENDA DECENA (“PLAINTIFF DECENA”), CHRISTINA FALLS (“PLAINTIFF FALLS”),
6 ASHLEY SMITH (“PLAINTIFF SMITH”), and IRENE MENDEZ DURAN (“PLAINTIFF
7 DURAN” and collectively with PLAINTIFF KNOWLES, PLAINTIFF CARRILLO, PLAINTIFF
8 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
9 PIERRE, PLAINTIFF DECENA, and PLAINTIFF SMITH as “PLAINTIFFS”), on behalf of
10 themselves and all other current and former non-exempt employees of DEFENDANTS (as
11 defined in Paragraph 1 below) who worked for DEFENDANTS in the State of California at any
12 time during the relevant statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as
13 follows:

14 **INTRODUCTION**

15 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
16 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
17 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
18 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
19 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
20 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
21 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
22 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
23 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
24 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
25 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
26 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;
27 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
28 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND

1 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
2 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
3 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
4 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
5 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a
6 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
7 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,
8 INC., a California corporation; SAN GABRIEL CONVALESCENT CENTER, INC., a California
9 corporation; SHEA HEALTHCARE CENTER, INC., a California corporation; ABILITY
10 HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California
11 limited liability company; STUDIO CITY CONVALESCENT HOSPITAL, a California
12 corporation; SUNNYVIEW CONVALESCENT HOSPITAL, INC., a California corporation;
13 VIEW PARK CONVALESCENT HOSPITAL, INC., a California corporation; CANOGA
14 HEALTHCARE, INC., a California corporation; TZIPPY CARE, INC., a California corporation;
15 HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES, INC., a California
16 corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT
17 CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California
18 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
19 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
20 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
21 pay all wages due to discharged or quitting employees, failure to maintain required records,
22 failure to provide accurate itemized wage statements, failure to timely pay wages during
23 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
24 discharging their duties.

25 **JURISDICTION AND VENUE**

26 2. The Superior Court of the State of California has jurisdiction in this matter because
27 PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens
28 and residents of, and/or regularly conduct business in, California. Further, no federal question is

1 at issue because the claims are based solely on California law.

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

6 **PARTIES**

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

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

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

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

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

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

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

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

25 11. PLAINTIFFS are informed and believe, and thereon allege, that
26 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC. is, and at all times relevant hereto
27 was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS
28 are further informed and believe, and thereon allege, that NORMANDIE/WILSHIRE

1 RETIREMENT HOTEL, INC., is authorized to conduct business in the State of California, and
2 does conduct business in the State of California. Specifically, upon information and belief,
3 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., maintains offices and conducts
4 business in the County of Los Angeles, State of California.

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

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

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

28 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE

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

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

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

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

28 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL

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

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

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

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

1 the County of Los Angeles, State of California.

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

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

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

25 26. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE
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 MONTROSE HEALTHCARE, INC. is authorized to conduct business in

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

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

11 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
12 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
13 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
14 and thereon allege, that JRB INVESTMENTS, INC. is authorized to conduct business in the State
15 of California, and does conduct business in the State of California. Specifically, upon
16 information and belief, JRB INVESTMENTS, INC. maintains offices and conducts business in
17 the County of Los Angeles, State of California.

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

25 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
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 PICO RIVERA HEALTHCARE, INC. is authorized to conduct business

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

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

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

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

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

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

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

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

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

28 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA

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

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

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

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

28 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF

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

7 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
8 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
9 and existing under the laws of the State of California. PLAINTIFFS are further informed and
10 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. 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, SAN DIMAS RETIREMENT CENTER, INC.
13 maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

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

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

21 48. PLAINTIFFS are informed and believe, and thereon allege, that each and every
22 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
23 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
24 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
25 and scope of said agency, employment and/or direction and control.
26 Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of
27 any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating
28 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or

1 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

2 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

7 50. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by
8 online filing on July 2, 2019 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 KNOWLES submitted the required \$75.00 filing fee to the
12 LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date
13 of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF
14 KNOWLES that it intends to investigate the alleged violations. Pursuant to California Labor
15 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 KNOWLES has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 51. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
20 online filing on April 14, 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 CARRILLO submitted the required \$75.00 filing fee to the
24 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark
25 date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF
26 CARRILLO that it intends to investigate the alleged violations. Pursuant to California Labor
27 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 CARRILLO has complied with all of the requirements set forth in
2 California Labor Code § 2699.3 to commence a representative action under PAGA.

3 52. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
4 online filing on June 22, 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 NELSON submitted the required \$75.00 filing fee to the
8 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
9 date of PLAINTIFF NELSON’s notice letter, the LWDA did not provide notice to PLAINTIFF
10 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
11 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
12 not counted as part of the time limited for the commencement of this civil action. Therefore,
13 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
14 Code § 2699.3 to commence a representative action under PAGA.

15 53. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
16 online filing on June 22, 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 THOMAS submitted the required \$75.00 filing fee to the
20 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
21 date of PLAINTIFF THOMAS’s notice letter, the LWDA did not provide notice to PLAINTIFF
22 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code
23 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
24 not counted as part of the time limited for the commencement of this civil action. Therefore,
25 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
26 Code § 2699.3 to commence a representative action under PAGA.

27 54. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
28 online filing on July 17, 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 CRUZ submitted the required \$75.00 filing fee to the LWDA
4 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
5 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
6 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
7 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
8 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
9 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
10 commence a representative action under PAGA.

11 55. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
12 online filing on July 17, 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 TUPUOLA submitted the required \$75.00 filing fee to the
16 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
17 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
18 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
19 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 TUPUOLA 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 PIERRE 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 PIERRE 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 PIERRE's notice letter, the LWDA did not provide notice to
2 PLAINTIFF PIERRE 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 PIERRE 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 DECENA gave written notice by
8 online filing on August 10, 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 DECENA submitted the required \$75.00 filing fee to the
12 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
13 postmark date of PLAINTIFF DECENA's notice letter, the LWDA did not provide notice to
14 PLAINTIFF DECENA 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 DECENA has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 58. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
20 online filing on August 10, 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 FALLS submitted the required \$75.00 filing fee to the
24 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
25 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
26 PLAINTIFF FALLS 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 FALLS 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 SMITH gave written notice by
4 online filing on August 12, 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 SMITH submitted the required \$75.00 filing fee to the
8 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
9 postmark date of PLAINTIFF SMITH’s notice letter, the LWDA did not provide notice to
10 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
11 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
12 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
13 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
14 Labor Code § 2699.3 to commence a representative action under PAGA.

15 60. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
16 online filing on August 12, 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 DURAN submitted the required \$75.00 filing fee to the
20 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
21 postmark date of PLAINTIFF DURAN’s notice letter, the LWDA did not provide notice to
22 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California
23 Labor 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 DURAN has complied with all of the requirements set forth in California
26 Labor Code § 2699.3 to commence a representative action under PAGA.

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

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

4 61. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
5 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
6 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
7 30-minute meal period, or to work through them, and have failed to otherwise provide the
8 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
9 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

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

15 **Failure to Provide Required Rest Periods**

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

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

21 64. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
22 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
23 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
24 hour of compensation at each employee's regular rate of pay for each workday that a rest period
25 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]

65. 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.

66. 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.

67. 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.

1 **Failure to Pay Minimum Wages**

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

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

6 69. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

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

17 **[Cal. Labor Code § 204]**

18 70. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

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

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

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

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

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

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

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

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

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

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

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

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

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

15 **Failure to Maintain Required Records**

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

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

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

26 **[Cal. Labor Code § 2802]**

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

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

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

7 **FIRST CAUSE OF ACTION**

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

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

11 **(Against All DEFENDANTS)**

12 82. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
13 the allegations in paragraphs 1 through 81.

14 83. PLAINTIFFS are “AGGRIEVED EMPLOYEES” within the meaning of Labor
15 Code § 2699(c), and proper representatives to bring a civil action on behalf of himself and other
16 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
17 specified in Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
18 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
19 relevant period.

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

23 85. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
24 penalties from DEFENDANTS in a representative action for the violations set forth above,
25 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
26 512, 1174(d), 1194, 1197, 1198, and 2802.

27 86. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
28 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.
- 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

1 each underpaid employee for each pay period for which the employee is
2 underpaid; and for each subsequent violation of the same offense, two
3 hundred fifty dollars (\$250) for each underpaid employee for each pay
4 period for which the employee is underpaid regardless of whether the
5 initial violation was intentionally committed.

6 87. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
7 penalty is not specifically provided, the following civil penalties are established: one hundred
8 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
9 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
10 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
11 violations of Labor Code provisions for which a civil penalty is not specifically provided,
12 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

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

15 **PRAYER FOR RELIEF**

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

18 1. For civil penalties according to proof, including but not limited to all penalties
19 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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

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

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

2
3 DATED: August ___, 2020

Respectfully submitted,

4 MATERN LAW GROUP, PC

5
6 By: _____

7 MATTHEW J. MATERN
8 MATTHEW W. GORDON
9 VANESSA M. RODRIGUEZ
10 Attorneys for Plaintiffs
11 FABIAN KNOWLES, PHELLIPPE
12 CARRILLO, JACQUELINE NELSON,
13 NARKITA THOMAS, ANDREA CRUZ,
14 CLARIE TUPUOLA, ALMA PIERRE,
15 MARIA BRENDA DECENA, CHRISTINA
16 FALLS, ASHLEY SMITH, and IRENE
17 MENDEZ DURAN on behalf of themselves
18 and all other aggrieved employees
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DATED: August __, 2020

MATERN LAW GROUP, PC

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MARIA BRENDA DECENA, CHRISTINA
FALLS, ASHLEY SMITH, and IRENE
MENDEZ DURAN on behalf of themselves
and all other aggrieved employees



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August 18, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM-713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Charlene Amezcua

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

MATERN LAW GROUP, PC

August 18, 2020

Page 2 of 10

Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Charlene Amezcua (“Ms. Amezcua”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Amezcua 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. Amezcua’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Amezcua. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Amezcua alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

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This letter also serves as notice of Ms. Amezcua'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. Amezcua's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Amezcua 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.² 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.

² "[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.

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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. Amezcua 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. Amezcua’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. Amezcua and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Amezcua and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Amezcua and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Amezcua’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Amezcua 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. Amezcua 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. Amezcua 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

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to authorize and permit Ms. Amezcua and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Amezcua's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Amezcua and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Amezcua and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Amezcua and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Amezcua 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. Amezcua 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. Amezcua 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. Amezcua and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Amezcua and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Amezcua 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. Amezcua and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Amezcua and other aggrieved employees; failing to properly maintain Ms. Amezcua's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Amezcua 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.

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Ms. Amezcua 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. Amezcua 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. Amezcua and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Amezcua and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Amezcua and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Amezcua and other aggrieved employees; failing to properly maintain Ms. Amezcua's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Amezcua 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. Amezcua and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Amezcua 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. Amezcua and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Amezcua and other aggrieved employees to work off-the-clock without compensation, and required Ms. Amezcua and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Amezcua 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.

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Longwood Management also failed to pay Ms. Amezcua 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. Amezcua 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. Amezcua and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Amezcua and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Amezcua 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. Amezcua 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. Amezcua 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

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the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Amezcua 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. Amezcua 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, 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. Amezcua 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. Amezcua and other aggrieved employees, as explained above. As a result, Ms. Amezcua'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, 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. Amezcua 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

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failed to indemnify Ms. Amezcua 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.

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. Amezcua'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. Amezcua's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Amezcua'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. Amezcua 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

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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. Amezcua's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern



MATERN LAW GROUP, PC

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

August 26, 2020

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 Corp., et al.
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Daniel N. Rojas, Esq.
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228

Re: Amended Notice Pursuant to California Labor Code § 2699.3

LWDA Case No.: LWDA-CM-713688-19

Los Angeles Superior Court Case No.: 19STCV31526

LASC Case Name: *Knowles v. Longwood Management Corp., et al.*

Employee: Cheyenne Mitchell

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

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Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; and Crofton Manor Associates, L.P.

To Whom It May Concern:

This office represents Cheyenne Mitchell (“Ms. Mitchell”), who was jointly employed by Longwood Management Corp.; Alden Enterprises, Inc.; Artesia Healthcare, Inc.; Broadway Manor Care Center, Inc.; Burbank Healthcare, Inc.; Burlington Convalescent Hospital, Inc.; Normandie/Wilshire Retirement Hotel, Inc.; Casa Bonita Convalescent Hospital, Inc.; Chino Valley Rehabilitation Center LLC; Colonial Care Center, Inc.; Covina Care Center, Inc.; Crenshaw Enterprises, Inc.; Green Acres Lodge, Inc.; ICC Convalescent Corp.; Imperial Crest Healthcare Center, LLC; Norwalk Healthcare, Inc.; Laurel Wellness And Nursing Center, LLC; S.G.V. Healthcare, Inc.; Longwood Manor Investments LP; Magnolia Gardens Convalescent Hospital, Inc.; Monterey Care Center, Inc.; Montrose Healthcare, Inc.; Northridge Care Center, Inc.; JRB Investments, Inc.; Park Anaheim Health Care, LLC; Pico Rivera Healthcare, Inc.; San Gabriel Convalescent Center, Inc.; Shea Healthcare Center, Inc. Ability Homecare, Inc.; Coldwater Care Center LLC; Studio City Convalescent Hospital; Sunnyview Convalescent Hospital, Inc.; View Park Convalescent Hospital, Inc.; Canoga Healthcare, Inc.; Tzippy Care, Inc.; Hospice Cheer; IRA David Enterprises, Inc.; ADF Investments, Inc.; San Dimas Retirement Center, Inc.; 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. Mitchell 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. Mitchell’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), on behalf of Ms. Mitchell. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.¹

¹ Based upon the doctrine of equitable tolling and relation back as set forth in cases such as *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1973), *Brown v. Ralphs Grocery Co.*, 28 Cal.App.5th 824, 841 (2018), *Ramirez v. Ghilotti Bros. Inc.*, 941 F. Supp. 2d 1197 (N.D. Cal. 2013), *Martinez v. Antique & Salvage Liquidators, Inc.*, 2011 WL 500029 (N.D. Cal. Feb. 8, 2011), modified in part, 2011 WL 766683 (N.D. Cal. Feb. 25, 2011), and *Waisbein v. UBS, Financial Services, Inc.*, 2008 WL 753896 (N.D. Cal. Mar. 19, 2008), and other relevant authority, Ms. Mitchell alleges that her claims under PAGA relate back to the filing of Mr. Knowles’ PAGA claim notice submitted on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19.

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This letter also serves as notice of Ms. Mitchell's demand for preservation and non-spoilation 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. Mitchell's employment and potential claims must be preserved, even without a court order.

Spoilation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoilation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

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. This notice amends the PAGA claim notice filed by Fabian Knowles on July 2, 2019, LWDA Case No. LWDA-CM- 713688-19, to add an additional plaintiff.

The allegations made by Ms. Mitchell 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.² 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.

² "[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.

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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. Mitchell 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. Mitchell’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. Mitchell and other aggrieved employees compliant meal breaks. Longwood Management also failed to inform Ms. Mitchell and other aggrieved employees that they were entitled to meal periods. Longwood Management gave Ms. Mitchell and other aggrieved employees too much work to perform to take timely meal breaks. Because Longwood Management was understaffed, Ms. Mitchell’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Longwood Management further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Mitchell 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. Mitchell 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. Mitchell 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

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to authorize and permit Ms. Mitchell and other similarly-situated individuals to take rest breaks. Because Longwood Management was understaffed, Ms. Mitchell's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Longwood Management expected Ms. Mitchell and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Mitchell and other aggrieved employees were able to take rest breaks, Longwood Management failed to authorize and permit Ms. Mitchell and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Longwood Management also required Ms. Mitchell 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. Mitchell 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. Mitchell 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. Mitchell and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Mitchell and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Ms. Mitchell 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. Mitchell and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Mitchell and other aggrieved employees; failing to properly maintain Ms. Mitchell's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Mitchell 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.

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Ms. Mitchell 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. Mitchell 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. Mitchell and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Mitchell and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Mitchell and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Mitchell and other aggrieved employees; failing to properly maintain Ms. Mitchell's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Mitchell 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. Mitchell and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, Longwood Management has refused to perform its obligations to compensate Ms. Mitchell 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. Mitchell and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Longwood Management required Ms. Mitchell and other aggrieved employees to work off-the-clock without compensation, and required Ms. Mitchell and other aggrieved employees to work through required meal breaks without compensation. Additionally, Longwood Management failed to pay Ms. Mitchell and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

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Longwood Management also failed to pay Ms. Mitchell 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. Mitchell 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. Mitchell and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Longwood Management required Ms. Mitchell and other aggrieved employees to work off-the-clock, without compensation and through required meal breaks without compensation and failed to pay Ms. Mitchell 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. Mitchell 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. Mitchell 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

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the period for which the employee is paid, the name and address of the legal entity or entities employing Ms. Mitchell 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. Mitchell 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, 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. Mitchell 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. Mitchell and other aggrieved employees, as explained above. As a result, Ms. Mitchell'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, 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. Mitchell 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

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failed to indemnify Ms. Mitchell 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.

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. Mitchell'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. Mitchell's aforementioned grievances and the proposed remedies as detailed below, while affording Longwood Management reasonable opportunity to meet Ms. Mitchell'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. Mitchell 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

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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. Mitchell's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Matthew J. Matern

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14 MARIA BRENDA DECENA, CHRISTINA
15 FALLS, ASHLEY SMITH, IRENE
16 MENDEZ DURAN, CHARLENE
17 AMEZCUA, and CHEYENNE MITCHELL
18 individually, and on behalf of all other
19 aggrieved employees

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

FABIAN KNOWLES, an individual, on behalf
of himself and all other aggrieved employees;
PHELLIPPE 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; and CHEYENNE
MITCHELL, an individual, on behalf of herself
and all other aggrieved employees,

CASE NO.: 19STCV31526

[Assigned for all purposes to the Honorable
Michelle Williams Court, Dept. 74]

**[PROPOSED] FIRST AMENDED
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

1 Plaintiffs,

2 vs.

3 LONGWOOD MANAGEMENT CORP., a
4 California corporation; ALDEN ENTERPRISES,
5 INC., a California corporation; ARTESIA
6 HEALTHCARE, INC., a California corporation;
7 BROADWAY MANOR CARE CENTER, INC.,
8 a California corporation; BURBANK
9 HEALTHCARE, INC., a California corporation;
10 BURLINGTON CONVALESCENT
11 HOSPITAL, INC., a California corporation;
12 NORMANDIE/WILSHIRE RETIREMENT
13 HOTEL, INC., a California corporation; CASA
14 BONITA CONVALESCENT HOSPITAL, INC.,
15 a California corporation; CHINO VALLEY
16 REHABILITATION CENTER LLC, a California
17 limited liability company; COLONIAL CARE
18 CENTER, INC., a California corporation;
19 COVINA CARE CENTER, INC., a California
20 corporation; CRENSHAW ENTERPRISES,
21 INC., a California corporation; GREEN ACRES
22 LODGE, INC., a California corporation;
23 ICC CONVALESCENT CORP., a California
24 corporation; IMPERIAL CREST
25 HEALTHCARE CENTER, LLC, a California
26 limited liability company; NORWALK
27 HEALTHCARE, INC., a California corporation;
28 LAUREL WELLNESS AND NURSING
29 CENTER, LLC, a California limited liability
30 company; S.G.V. HEALTHCARE, INC., a
31 California corporation; LONGWOOD MANOR
32 INVESTMENTS LP, a California limited
33 partnership; MAGNOLIA GARDENS
34 CONVALESCENT HOSPITAL, INC., a
35 California corporation; MONTEREY CARE
36 CENTER, INC., a California corporation;
37 MONTROSE HEALTHCARE, INC., a
38 California corporation; NORTHRIDGE CARE
39 CENTER, INC., a California corporation; JRB
40 INVESTMENTS, INC., a California corporation;
41 PARK ANAHEIM HEALTH CARE, LLC, a
42 California limited liability company; PICO
43 RIVERA HEALTHCARE, INC., a California
44 corporation; SAN GABRIEL
45 CONVALESCENT CENTER, INC., a
46 California corporation; SHEA HEALTHCARE
47 CENTER, INC., a California corporation;
48 ABILITY HOMECARE, INC., a California
49 corporation; COLDWATER CARE CENTER
50 LLC, a California limited liability company;
51 STUDIO CITY CONVALESCENT
52 HOSPITAL, a California corporation;
53 SUNNYVIEW CONVALESCENT
54 HOSPITAL, INC., a California corporation;

VIEW PARK CONVALESCENT HOSPITAL,
INC., a California corporation; CANOGA
HEALTHCARE, INC., a California corporation;
TZIPPY CARE, INC., a California corporation;
HOSPICE CHEER, a California corporation;
IRA DAVID ENTERPRISES, INC., a
California corporation; ADF INVESTMENTS,
INC., a California corporation; SAN DIMAS
RETIREMENT CENTER, INC., a California
corporation; CROFTON MANOR
ASSOCIATES, L.P., a California limited
partnership; and DOES 1 through 50,
inclusive,

Defendants.

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

16 **INTRODUCTION**

17 1. PLAINTIFFS brings this action on behalf of themselves, the State of California,
18 and all other AGGRIEVED EMPLOYEES of Defendants LONGWOOD MANAGEMENT
19 CORP., a California corporation; ALDEN ENTERPRISES, INC., a California corporation;
20 ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE
21 CENTER, INC., a California corporation; BURBANK HEALTHCARE, INC., a California
22 corporation; BURLINGTON CONVALESCENT HOSPITAL, INC., a California corporation;
23 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., a California corporation; CASA
24 BONITA CONVALESCENT HOSPITAL, INC., a California corporation; CHINO VALLEY
25 REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE
26 CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California
27 corporation; CRENSHAW ENTERPRISES, INC., a California corporation; GREEN ACRES
28 LODGE, INC., a California corporation; ICC CONVALESCENT CORP., a California corporation;

1 IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company;
2 NORWALK HEALTHCARE, INC., a California corporation; LAUREL WELLNESS AND
3 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
4 a California corporation; LONGWOOD MANOR INVESTMENTS LP, a California limited
5 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC., a California
6 corporation; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
7 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER, INC., a
8 California corporation; JRB INVESTMENTS, INC., a California corporation; PARK ANAHEIM
9 HEALTH CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE,
10 INC., a California corporation; SAN GABRIEL CONVALESCENT CENTER, INC., a California
11 corporation; SHEA HEALTHCARE CENTER, INC., a California corporation; ABILITY
12 HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California
13 limited liability company; STUDIO CITY CONVALESCENT HOSPITAL, a California
14 corporation; SUNNYVIEW CONVALESCENT HOSPITAL, INC., a California corporation;
15 VIEW PARK CONVALESCENT HOSPITAL, INC., a California corporation; CANOGA
16 HEALTHCARE, INC., a California corporation; TZIPPY CARE, INC., a California corporation;
17 HOSPICE CHEER, a California corporation; IRA DAVID ENTERPRISES, INC., a California
18 corporation; ADF INVESTMENTS, INC., a California corporation; SAN DIMAS RETIREMENT
19 CENTER, INC., a California corporation; CROFTON MANOR ASSOCIATES, L.P., a California
20 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
21 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
22 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
23 pay all wages due to discharged or quitting employees, failure to maintain required records,
24 failure to provide accurate itemized wage statements, failure to timely pay wages during
25 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
26 discharging their duties.

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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.

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 non-exempt employees.

6. PLAINTIFFS are informed and believe, and thereon allege, that ALDEN ENTERPRISES, 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 ALDEN ENTERPRISES, 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, ALDEN ENTERPRISES, INC. maintains offices and conducts business in the County of Los Angeles, State of California.

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

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

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

22 10. PLAINTIFFS are informed and believe, and thereon allege, that BURLINGTON
23 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
24 organized and existing under the laws of the State of California. PLAINTIFFS are further
25 informed and believe, and thereon allege, that BURLINGTON CONVALESCENT HOSPITAL,
26 INC. is authorized to conduct business in the State of California, and does conduct business in the
27 State of California. Specifically, upon information and belief, BURLINGTON
28 CONVALESCENT HOSPITAL, INC. maintains offices and conducts business in the County of

1 Los Angeles, State of California.

2 11. PLAINTIFFS are informed and believe, and thereon allege, that
3 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC. is, and at all times relevant hereto
4 was, a corporation organized and existing under the laws of the State of California. PLAINTIFFS
5 are further informed and believe, and thereon allege, that NORMANDIE/WILSHIRE
6 RETIREMENT HOTEL, INC., is authorized to conduct business in the State of California, and
7 does conduct business in the State of California. Specifically, upon information and belief,
8 NORMANDIE/WILSHIRE RETIREMENT HOTEL, INC., maintains offices and conducts
9 business in the County of Los Angeles, State of California.

10 12. PLAINTIFFS are informed and believe, and thereon allege, that CASA BONITA
11 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
12 organized and existing under the laws of the State of California. PLAINTIFFS are further
13 informed and believe, and thereon allege, that CASA BONITA CONVALESCENT HOSPITAL,
14 INC., is authorized to conduct business in the State of California, and does conduct business in
15 the State of California. Specifically, upon information and belief, CASA BONITA
16 CONVALESCENT HOSPITAL, INC., maintains offices and conducts business in the County of
17 Los Angeles, State of California.

18 13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY
19 REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability
20 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
21 further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION
22 CENTER LLC is authorized to conduct business in the State of California, and does conduct
23 business in the State of California. Specifically, upon information and belief, CHINO VALLEY
24 REHABILITATION CENTER LLC maintains offices and conducts business in the County of
25 Los Angeles, State of California.

26 14. PLAINTIFFS are informed and believe, and thereon allege, that COLONIAL
27 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that COLONIAL CARE CENTER, INC. is authorized to conduct business in
2 the State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, COLONIAL CARE CENTER, INC. maintains offices and conducts
4 business in the County of Los Angeles, State of California.

5 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE
6 CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing
7 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
8 thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the
9 State of California, and does conduct business in the State of California. Specifically, upon
10 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
11 in the County of Los Angeles, State of California.

12 16. PLAINTIFFS are informed and believe, and thereon allege, that CRENSHAW
13 ENTERPRISES, INC. is, and at all times relevant hereto was, a corporation organized and
14 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
15 and thereon allege, that CRENSHAW ENTERPRISES, INC. is authorized to conduct business in
16 the State of California, and does conduct business in the State of California. Specifically, upon
17 information and belief, CRENSHAW ENTERPRISES, INC. maintains offices and conducts
18 business in the County of Los Angeles, State of California.

19 17. PLAINTIFFS are informed and believe, and thereon allege, that GREEN ACRES
20 LODGE, INC. is, and at all times relevant hereto was, a corporation organized and existing under
21 the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon
22 allege, that GREEN ACRES LODGE, INC. is authorized to conduct business in the State of
23 California, and does conduct business in the State of California. Specifically, upon information
24 and belief, GREEN ACRES LODGE, INC. maintains offices and conducts business in the
25 County of Los Angeles, State of California.

26 18. PLAINTIFFS are informed and believe, and thereon allege, that ICC
27 CONVALESCENT CORP. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that ICC CONVALESCENT CORP. is authorized to conduct business in the
2 State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, ICC CONVALESCENT CORP. maintains offices and conducts business
4 in the County of Los Angeles, State of California.

5 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
6 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
7 liability corporation organized and existing under the laws of the State of California.
8 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
9 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and
10 does conduct business in the State of California. Specifically, upon information and belief,
11 IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in
12 the County of Los Angeles, State of California.

13 20. PLAINTIFFS are informed and believe, and thereon allege, that NORWALK
14 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
15 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
16 and thereon allege, that NORWALK HEALTHCARE, INC. is authorized to conduct business in
17 the State of California, and does conduct business in the State of California. Specifically, upon
18 information and belief, NORWALK HEALTHCARE, INC. maintains offices and conducts
19 business in the County of Los Angeles, State of California.

20 21. PLAINTIFFS are informed and believe, and thereon allege, that LAUREL
21 WELLNESS AND NURSING CENTER, LLC is, and at all times relevant hereto was, a limited
22 liability corporation organized and existing under the laws of the State of California.
23 PLAINTIFFS are further informed and believe, and thereon allege, that LAUREL WELLNESS
24 AND NURSING CENTER, LLC is authorized to conduct business in the State of California, and
25 does conduct business in the State of California. Specifically, upon information and belief,
26 LAUREL WELLNESS AND NURSING CENTER, LLC maintains offices and conducts
27 business in the County of Los Angeles, State of California.

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1 22. PLAINTIFFS are informed and believe, and thereon allege, that S.G.V.
2 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
3 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
4 and thereon allege, that S.G.V. HEALTHCARE, INC. is authorized to conduct business in the
5 State of California, and does conduct business in the State of California. Specifically, upon
6 information and belief, S.G.V. HEALTHCARE, INC. maintains offices and conducts business in
7 the County of Los Angeles, State of California.

8 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
9 MANOR INVESTMENTS LP is, and at all times relevant hereto was, a limited partnership
10 organized and existing under the laws of the State of California. PLAINTIFFS are further
11 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS LP is
12 authorized to conduct business in the State of California, and does conduct business in the State
13 of California. Specifically, upon information and belief, LONGWOOD MANOR
14 INVESTMENTS LP maintains offices and conducts business in the County of Los Angeles, State
15 of California.

16 24. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA
17 GARDENS CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a
18 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
19 further informed and believe, and thereon allege, that MAGNOLIA GARDENS
20 CONVALESCENT HOSPITAL, INC. is authorized to conduct business in the State of
21 California, and does conduct business in the State of California. Specifically, upon information
22 and belief, MAGNOLIA GARDENS CONVALESCENT HOSPITAL, INC. maintains offices
23 and conducts business in the County of Los Angeles, State of California.

24 25. PLAINTIFFS are informed and believe, and thereon allege, that MONTEREY
25 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
26 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
27 and thereon allege, that MONTEREY CARE CENTER, INC. is authorized to conduct business in
28 the State of California, and does conduct business in the State of California. Specifically, upon

1 information and belief, MONTEREY CARE CENTER, INC. maintains offices and conducts
2 business in the County of Los Angeles, State of California.

3 26. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that MONTROSE HEALTHCARE, INC. is authorized to conduct business in
7 the State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, MONTROSE HEALTHCARE, INC. maintains offices and conducts
9 business in the County of Los Angeles, State of California.

10 27. PLAINTIFFS are informed and believe, and thereon allege, that NORTHRIDGE
11 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
12 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
13 and thereon allege, that NORTHRIDGE CARE CENTER, INC. is authorized to conduct business
14 in the State of California, and does conduct business in the State of California. Specifically, upon
15 information and belief, NORTHRIDGE CARE CENTER, INC. maintains offices and conducts
16 business in the County of Los Angeles, State of California.

17 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
18 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
19 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
20 and thereon allege, that JRB INVESTMENTS, INC. is authorized to conduct business in the State
21 of California, and does conduct business in the State of California. Specifically, upon
22 information and belief, JRB INVESTMENTS, INC. maintains offices and conducts business in
23 the County of Los Angeles, State of California.

24 29. PLAINTIFFS are informed and believe, and thereon allege, that PARK
25 ANAHEIM HEALTH CARE, LLC is, and at all times relevant hereto was, a limited liability
26 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
27 further informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC
28 is authorized to conduct business in the State of California, and does conduct business in the State

1 of California. Specifically, upon information and belief, PARK ANAHEIM HEALTH CARE,
2 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

3 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that PICO RIVERA HEALTHCARE, INC. is authorized to conduct business
7 in the State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, PICO RIVERA HEALTHCARE, INC. maintains offices and conducts
9 business in the County of Los Angeles, State of California.

10 31. PLAINTIFFS are informed and believe, and thereon allege, that SAN GABRIEL
11 CONVALESCENT CENTER, INC. is, and at all times relevant hereto was, a corporation
12 organized and existing under the laws of the State of California. PLAINTIFFS are further
13 informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT CENTER,
14 INC. is authorized to conduct business in the State of California, and does conduct business in the
15 State of California. Specifically, upon information and belief, SAN GABRIEL
16 CONVALESCENT CENTER, INC. maintains offices and conducts business in the County of
17 Los Angeles, State of California.

18 32. PLAINTIFFS are informed and believe, and thereon allege, that SHEA
19 HEALTHCARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized
20 and existing under the laws of the State of California. PLAINTIFFS are further informed and
21 believe, and thereon allege, that SHEA HEALTHCARE CENTER, INC. is authorized to conduct
22 business in the State of California, and does conduct business in the State of California.
23 Specifically, upon information and belief, SHEA HEALTHCARE CENTER, INC. maintains
24 offices and conducts business in the County of Los Angeles, State of California.

25 33. PLAINTIFFS are informed and believe, and thereon allege, that ABILITY
26 HOMECARE, INC. is, and at all times relevant hereto was, a corporation organized and existing
27 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
28 thereon allege, that ABILITY HOMECARE, INC. is authorized to conduct business in the State

1 of California, and does conduct business in the State of California. Specifically, upon
2 information and belief, ABILITY HOMECARE, INC. maintains offices and conducts business in
3 the County of Los Angeles, State of California.

4 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
5 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
6 organized and existing under the laws of the State of California. PLAINTIFFS are further
7 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
8 authorized to conduct business in the State of California, and does conduct business in the State
9 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC
10 maintains offices and conducts business in the County of Los Angeles, State of California.

11 35. PLAINTIFFS are informed and believe, and thereon allege, that STUDIO CITY
12 CONVALESCENT HOSPITAL is, and at all times relevant hereto was, a corporation organized
13 and existing under the laws of the State of California. PLAINTIFFS are further informed and
14 believe, and thereon allege, that STUDIO CITY CONVALESCENT HOSPITAL is authorized to
15 conduct business in the State of California, and does conduct business in the State of California.
16 Specifically, upon information and belief, STUDIO CITY CONVALESCENT HOSPITAL
17 maintains offices and conducts business in the County of Los Angeles, State of California.

18 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
19 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
20 organized and existing under the laws of the State of California. PLAINTIFFS are further
21 informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT HOSPITAL,
22 INC. is authorized to conduct business in the State of California, and does conduct business in the
23 State of California. Specifically, upon information and belief, SUNNYVIEW
24 CONVALESCENT HOSPITAL, INC. maintains offices and conducts business in the County of
25 Los Angeles, State of California.

26 37. PLAINTIFFS are informed and believe, and thereon allege, that VIEW PARK
27 CONVALESCENT HOSPITAL, INC. is, and at all times relevant hereto was, a corporation
28 organized and existing under the laws of the State of California. PLAINTIFFS are further

1 informed and believe, and thereon allege, that VIEW PARK CONVALESCENT HOSPITAL,
2 INC. is authorized to conduct business in the State of California, and does conduct business in the
3 State of California. Specifically, upon information and belief, VIEW PARK CONVALESCENT
4 HOSPITAL, INC. maintains offices and conducts business in the County of Los Angeles, State of
5 California.

6 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
7 HEALTHCARE, INC.is, and at all times relevant hereto was, a corporation organized and
8 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
9 and thereon allege, that CANOGA HEALTHCARE, INC. is authorized to conduct business in the
10 State of California, and does conduct business in the State of California. Specifically, upon
11 information and belief, CANOGA HEALTHCARE, INC. maintains offices and conducts
12 business in the County of Los Angeles, State of California.

13 39. PLAINTIFFS are informed and believe, and thereon allege, that TZIPPY CARE,
14 INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws
15 of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that
16 TZIPPY CARE, INC. is authorized to conduct business in the State of California, and does
17 conduct business in the State of California. Specifically, upon information and belief, TZIPPY
18 CARE, INC. maintains offices and conducts business in the County of Los Angeles, State of
19 California.

20 40. PLAINTIFFS are informed and believe, and thereon allege, that HOSPICE
21 CHEER is, and at all times relevant hereto was, a corporation organized and existing under the
22 laws of the State of California. PLAINTIFFS are further informed and believe, and thereon
23 allege, that HOSPICE CHEER is authorized to conduct business in the State of California, and
24 does conduct business in the State of California. Specifically, upon information and belief,
25 HOSPICE CHEER maintains offices and conducts business in the County of Los Angeles, State
26 of California.

27 41. PLAINTIFFS are informed and believe, and thereon allege, that IRA DAVID
28 ENTERPRISES, INC. is, and at all times relevant hereto was, a corporation organized and

1 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
2 and thereon allege, that IRA DAVID ENTERPRISES, INC. is authorized to conduct business in
3 the State of California, and does conduct business in the State of California. Specifically, upon
4 information and belief, IRA DAVID ENTERPRISES, INC. maintains offices and conducts
5 business in the County of Los Angeles, State of California.

6 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
7 INVESTMENTS, INC. is, and at all times relevant hereto was, a corporation organized and
8 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
9 and thereon allege, that ADF INVESTMENTS, INC. is authorized to conduct business in the
10 State of California, and does conduct business in the State of California. Specifically, upon
11 information and belief, ADF INVESTMENTS, INC. maintains offices and conducts business in
12 the County of Los Angeles, State of California.

13 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
14 RETIREMENT CENTER, INC. is, and at all times relevant hereto was, a corporation organized
15 and existing under the laws of the State of California. PLAINTIFFS are further informed and
16 believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER, INC. is authorized to
17 conduct business in the State of California, and does conduct business in the State of California.
18 Specifically, upon information and belief, SAN DIMAS RETIREMENT CENTER, INC.
19 maintains offices and conducts business in the County of Los Angeles, State of California.

20 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
21 MANOR ASSOCIATES, L.P. is, and at all times relevant hereto was, a limited partnership
22 organized and existing under the laws of the State of California. PLAINTIFFS are further
23 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES, L.P. is
24 authorized to conduct business in the State of California, and does conduct business in the State
25 of California. Specifically, upon information and belief, CROFTON MANOR ASSOCIATES,
26 L.P. maintains offices and conducts business in the County of Los Angeles, State of California.

27 45. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
28 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious

1 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
2 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
3 that PLAINTIFFS and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged
4 herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFFS will
5 seek leave of the court to amend this complaint to allege the true names and capacities of such
6 DOE defendants when ascertained.

7 46. At all relevant times herein, DEFENDANTS were the joint employers of
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,
9 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,
10 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
11 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
12 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
13 co-defendant, and each was the alter ego of the other.

14 47. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
15 were employed by DEFENDANTS under employment agreements that were partly written, partly
16 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
17 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
18 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
19 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
20 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
21 rest period premium payments; failing to properly maintain records; failing to provide accurate
22 itemized statements for each pay period; failing to timely pay wages during employment; failing
23 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
24 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
25 violation of the California Labor Code ("Labor Code") and the applicable Industrial Welfare
26 Commission ("IWC") Wage Order.

27 48. PLAINTIFFS are informed and believe, and thereon allege, that each and every
28 one of the acts and omissions alleged herein were performed by, and/or attributable to, all

1 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
2 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
3 and scope of said agency, employment and/or direction and control.

4 Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of
5 any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating
6 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
7 Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

8 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

9 49. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
10 Labor Code §§ 2698-2699.5, PLAINTIFFS bring this action on behalf of themselves and all
11 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
12 relevant statutory period.

13 50. Pursuant to Labor Code § 2699.3, PLAINTIFF KNOWLES gave written notice by
14 online filing on July 2, 2019 to the California Labor and Workforce Development Agency
15 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
16 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
17 the alleged violations. PLAINTIFF KNOWLES submitted the required \$75.00 filing fee to the
18 LWDA on July 2, 2019. Within sixty-five (65) calendar days of the July 2, 2019 postmark date
19 of PLAINTIFF KNOWLES’ notice letter, the LWDA did not provide notice to PLAINTIFF
20 KNOWLES that it intends to investigate the alleged violations. Pursuant to California Labor
21 Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
22 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
23 Therefore, PLAINTIFF KNOWLES has complied with all of the requirements set forth in
24 California Labor Code § 2699.3 to commence a representative action under PAGA.

25 51. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
26 online filing on April 14, 2020 to the California Labor and Workforce Development Agency
27 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
28 and IWC Wage Orders alleged to have been violated, including the facts and theories to support

1 the alleged violations. PLAINTIFF CARRILLO submitted the required \$75.00 filing fee to the
2 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark
3 date of PLAINTIFF CARRILLO's notice letter, the LWDA did not provide notice to PLAINTIFF
4 CARRILLO that it intends to investigate the alleged violations. Pursuant to California Labor
5 Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
6 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
7 Therefore, PLAINTIFF CARRILLO has complied with all of the requirements set forth in
8 California Labor Code § 2699.3 to commence a representative action under PAGA.

9 52. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
10 online filing on June 22, 2020 to the California Labor and Workforce Development Agency
11 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
12 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
13 the alleged violations. PLAINTIFF NELSON submitted the required \$75.00 filing fee to the
14 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
15 date of PLAINTIFF NELSON's notice letter, the LWDA did not provide notice to PLAINTIFF
16 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
17 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
18 not counted as part of the time limited for the commencement of this civil action. Therefore,
19 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
20 Code § 2699.3 to commence a representative action under PAGA.

21 53. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
22 online filing on June 22, 2020 to the California Labor and Workforce Development Agency
23 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
24 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
25 the alleged violations. PLAINTIFF THOMAS submitted the required \$75.00 filing fee to the
26 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
27 date of PLAINTIFF THOMAS's notice letter, the LWDA did not provide notice to PLAINTIFF
28 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code

1 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
2 not counted as part of the time limited for the commencement of this civil action. Therefore,
3 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
4 Code § 2699.3 to commence a representative action under PAGA.

5 54. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
6 online filing on July 17, 2020 to the California Labor and Workforce Development Agency
7 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
8 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
9 the alleged violations. PLAINTIFF CRUZ submitted the required \$75.00 filing fee to the LWDA
10 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
11 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
12 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
13 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
14 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
15 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
16 commence a representative action under PAGA.

17 55. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
18 online filing on July 17, 2020 to the California Labor and Workforce Development Agency
19 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
20 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
21 the alleged violations. PLAINTIFF TUPUOLA submitted the required \$75.00 filing fee to the
22 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
23 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
24 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
25 Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
26 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
27 Therefore, PLAINTIFF TUPUOLA has complied with all of the requirements set forth in
28 California Labor Code § 2699.3 to commence a representative action under PAGA.

1 56. Pursuant to Labor Code § 2699.3, PLAINTIFF PIERRE gave written notice by
2 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
3 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
4 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
5 the alleged violations. PLAINTIFF PIERRE submitted the required \$75.00 filing fee to the
6 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
7 postmark date of PLAINTIFF PIERRE’s notice letter, the LWDA did not provide notice to
8 PLAINTIFF PIERRE that it intends to investigate the alleged violations. Pursuant to California
9 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
10 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
11 Therefore, PLAINTIFF PIERRE has complied with all of the requirements set forth in California
12 Labor Code § 2699.3 to commence a representative action under PAGA.

13 57. Pursuant to Labor Code § 2699.3, PLAINTIFF DECENA gave written notice by
14 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
15 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
16 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
17 the alleged violations. PLAINTIFF DECENA submitted the required \$75.00 filing fee to the
18 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
19 postmark date of PLAINTIFF DECENA’s notice letter, the LWDA did not provide notice to
20 PLAINTIFF DECENA that it intends to investigate the alleged violations. Pursuant to California
21 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
22 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
23 Therefore, PLAINTIFF DECENA has complied with all of the requirements set forth in
24 California Labor Code § 2699.3 to commence a representative action under PAGA.

25 58. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
26 online filing on August 10, 2020 to the California Labor and Workforce Development Agency
27 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
28 and IWC Wage Orders alleged to have been violated, including the facts and theories to support

1 the alleged violations. PLAINTIFF FALLS submitted the required \$75.00 filing fee to the
2 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
3 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
4 PLAINTIFF FALLS that it intends to investigate the alleged violations. Pursuant to California
5 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
6 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
7 Therefore, PLAINTIFF FALLS has complied with all of the requirements set forth in California
8 Labor Code § 2699.3 to commence a representative action under PAGA.

9 59. Pursuant to Labor Code § 2699.3, PLAINTIFF SMITH gave written notice by
10 online filing on August 12, 2020 to the California Labor and Workforce Development Agency
11 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
12 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
13 the alleged violations. PLAINTIFF SMITH submitted the required \$75.00 filing fee to the
14 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
15 postmark date of PLAINTIFF SMITH's notice letter, the LWDA did not provide notice to
16 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
17 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
18 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
19 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
20 Labor Code § 2699.3 to commence a representative action under PAGA.

21 60. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
22 online filing on August 12, 2020 to the California Labor and Workforce Development Agency
23 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
24 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
25 the alleged violations. PLAINTIFF DURAN submitted the required \$75.00 filing fee to the
26 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
27 postmark date of PLAINTIFF DURAN's notice letter, the LWDA did not provide notice to
28 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California

1 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
2 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
3 Therefore, PLAINTIFF DURAN has complied with all of the requirements set forth in California
4 Labor Code § 2699.3 to commence a representative action under PAGA.

5 61. Pursuant to Labor Code § 2699.3, PLAINTIFF AMEZCUA gave written notice by
6 online filing on August 18, 2020 to the California Labor and Workforce Development Agency
7 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
8 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
9 the alleged violations. PLAINTIFF AMEZCUA submitted the required \$75.00 filing fee to the
10 LWDA on August 18, 2020. Within sixty-five (65) calendar days of the August 18, 2020
11 postmark date of PLAINTIFF AMEZCUA’s notice letter, the LWDA did not provide notice to
12 PLAINTIFF AMEZCUA that it intends to investigate the alleged violations. Pursuant to
13 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
14 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
15 civil action. Therefore, PLAINTIFF AMEZCUA has complied with all of the requirements set
16 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

17 62. Pursuant to Labor Code § 2699.3, PLAINTIFF MITCHELL gave written notice by
18 online filing on August 26, 2020 to the California Labor and Workforce Development Agency
19 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
20 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
21 the alleged violations. PLAINTIFF MITCHELL submitted the required \$75.00 filing fee to the
22 LWDA on August 26, 2020. Within sixty-five (65) calendar days of the August 26, 2020
23 postmark date of PLAINTIFF MITCHELL’s notice letter, the LWDA did not provide notice to
24 PLAINTIFF MITCHELL that it intends to investigate the alleged violations. Pursuant to
25 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
26 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
27 civil action. Therefore, PLAINTIFF MITCHELL has complied with all of the requirements set
28 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

4 63. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
5 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
6 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
7 30-minute meal period, or to work through them, and have failed to otherwise provide the
8 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
9 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

10 64. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
11 Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other AGGRIEVED
12 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
13 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
14 workday that a meal period was not provided.

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

17 65. At all times relevant herein, as part of DEFENDANTS' illegal policies and
18 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
19 to provide rest periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES as required under
20 Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

21 66. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
22 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
23 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
24 hour of compensation at each employee's regular rate of pay for each workday that a rest period
25 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]

67. 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.

68. 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.

69. 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.

1 **Failure to Pay Minimum Wages**

2 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

3 70. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
4 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
5 worked in a payroll period is unlawful.

6 71. During the PENALTY PERIOD and in violation of California Labor Code §§
7 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
8 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
9 hours worked in a payroll period by, among other things: requiring, suffering or permitting
10 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
11 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
12 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
14 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
15 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

16 **Failure to Timely Pay Wages During Employment**

17 **[Cal. Labor Code § 204]**

18 72. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
20 employees between the 16th and 26th day of the month during which the labor was performed.
21 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
22 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
23 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
24 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
25 no later than the payday of the next regular payroll period.

26 73. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
27 pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all the wages for labor performed by
28 the next regular payroll period as required by California Labor Code § 204.

1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **[Cal. Labor Code §§ 201, 202, 203]**

3 74. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
4 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
5 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
6 discharge are due and payable immediately.

7 75. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
8 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to
10 quit, in which case the employee is entitled to his or wages at the time of quitting.

11 76. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
12 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
13 employer is liable for waiting time penalties in the form of continued compensation to the
14 employee at the same rate for up to 30 workdays.

15 77. At times relevant herein, in violation of Labor Code §§ 201 and 202,
16 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
17 PLAINTIFFS and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
18 employment.

19 **Failure to Furnish Accurate Itemized Wage Statements**

20 **[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

21 78. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
22 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
23 wage statements in writing showing each employee's gross wages earned, total hours worked, the
24 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
25 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
26 employee is paid, the name of the employee and only the last four digits of his or her social
27 security number or employee identification number, the name and address of the legal entity or
28 entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable

1 hourly rates in effect during each pay period and the corresponding number of hours worked at
2 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
3 2001 § 7.

4 79. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
5 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
6 wage statements in accordance with Labor Code § 226(a).

7 80. At times relevant herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
8 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
9 wage statements as PLAINTIFFS and other AGGRIEVED EMPLOYEES could not promptly
10 and easily determine from the wage statement alone one or more of the following: the gross
11 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
12 address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the
14 corresponding number of hours worked at each hourly rate.

15 **Failure to Maintain Required Records**

16 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

17 81. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and
18 practices to deprive PLAINTIFFS and other AGGRIEVED EMPLOYEES of all wages earned
19 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
20 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but
21 not limited to the following records: total daily hours worked by each employee; applicable rates
22 of pay; all deductions; meal periods; time records showing when each employee begins and ends
23 each work period; and accurate itemized statements.

24 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
25 **Duties**

26 **[Cal. Labor Code § 2802]**

27 82. Labor Code § 2802(a) requires an employer to indemnify an employee for all
28 necessary expenditures or losses incurred by the employee in direct consequence of the discharge

1 of her his or her duties, or of his or her obedience to the directions of the employer.

2 83. At times relevant herein, DEFENDANTS failed to indemnify PLAINTIFFS and
3 other AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct
4 consequence of the discharge of their duties while working under the direction of
5 DEFENDANTS, including but not limited to expenses for personal cell phone usage and other
6 employment-related expenses, in violation of Labor Code § 2802.

7 **FIRST CAUSE OF ACTION**

8 **Representative Action for Penalties Under the Labor Code Private Attorneys General Act**
9 **of 2004**

10 **[Cal. Labor Code § 2698, *et seq.*]**

11 **(Against All DEFENDANTS)**

12 84. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
13 the allegations in paragraphs 1 through 82.

14 85. PLAINTIFFS are “AGGRIEVED EMPLOYEES” within the meaning of Labor
15 Code § 2699(c), and proper representatives to bring a civil action on behalf of himself and other
16 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
17 specified in Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
18 one or more of the alleged Labor Code violations was committed against PLAINTIFFS during the
19 relevant period.

20 86. PLAINTIFFS seek to recover civil penalties through a representative action
21 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
22 Cal.4th 969. Thus, class certification is not required.

23 87. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
24 penalties from DEFENDANTS in a representative action for the violations set forth above,
25 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
26 512, 1174(d), 1194, 1197, 1198, and 2802.

27 88. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
28 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.
- 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

1 each underpaid employee for each pay period for which the employee is
2 underpaid; and for each subsequent violation of the same offense, two
3 hundred fifty dollars (\$250) for each underpaid employee for each pay
4 period for which the employee is underpaid regardless of whether the
5 initial violation was intentionally committed.

6 89. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
7 penalty is not specifically provided, the following civil penalties are established: one hundred
8 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
9 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
10 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
11 violations of Labor Code provisions for which a civil penalty is not specifically provided,
12 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

13 90. PLAINTIFFS additionally seek reasonable attorney's fees and costs pursuant to
14 Labor Code § 2699(g)(1).

15 **PRAYER FOR RELIEF**

16 WHEREFORE, PLAINTIFFS, on behalf of themselves and all other AGGRIEVED
17 EMPLOYEES, pray for relief against DEFENDANTS as follows:

18 1. For civil penalties according to proof, including but not limited to all penalties
19 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

20 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
21 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
22 judgment interest;

23 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
24 any other applicable provisions providing for attorney's fees and costs; and

25 ///

26 ///

27 ///

28 ///

1 4. For such further relief that the Court may deem just and proper.

2
3 DATED: August ___, 2020

Respectfully submitted,

4 MATERN LAW GROUP, PC

5
6 By: _____

7 MATTHEW J. MATERN
8 MATTHEW W. GORDON
9 VANESSA M. RODRIGUEZ
10 Attorneys for Plaintiffs
11 FABIAN KNOWLES, PHELLIPPE
12 CARRILLO, JACQUELINE NELSON,
13 NARKITA THOMAS, ANDREA CRUZ,
14 CLARIE TUPUOLA, ALMA PIERRE,
15 MARIA BRENDA DECENA, CHRISTINA
16 FALLS, ASHLEY SMITH, IRENE
17 MENDEZ DURAN, CHARLENE
18 AMEZCUA, and CHEYENNE MITCHELL
19 on behalf of themselves and all other
20 aggrieved employees
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DATED: August ___, 2020

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August 8, 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

San Gabriel Convalescent Center LLC
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Chris A. Jalian, Esq.
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Re: Notice Pursuant to California Labor Code § 2699.3

Employee: Ellen Ann Duong

Employers: San Gabriel Convalescent Center LLC

To Whom It May Concern:

This office represents Ellen Ann Duong (“Ms. Duong”), who is directly employed by San Gabriel Convalescent Center LLC (“San Gabriel”). 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. Duong alleges San Gabriel 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

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action against San Gabriel in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against San Gabriel. Enclosed please find a draft of Ms. Duong'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. Duong's demand for preservation and non-spoilation 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. Duong's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of San Gabriel'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. Duong on behalf of herself and all other similarly-situated current and former non-exempt employees of San Gabriel 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 San Gabriel's failure to compensate its employees fully, as set forth above. In short, San Gabriel'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. Duong 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. San Gabriel failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Duong’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. San Gabriel consistently failed to provide Ms. Duong and other aggrieved employees compliant meal breaks. San Gabriel also failed to inform Ms. Duong and other aggrieved employees that they were entitled to meal periods. San Gabriel gave Ms. Duong and other aggrieved employees too much work to perform to take timely meal breaks. Because San Gabriel was understaffed, Ms. Duong’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

San Gabriel further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Duong 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. Duong 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. San Gabriel failed to authorize and permit its employees to take required rest periods. Specifically, San Gabriel maintained a policy or practice of not authorizing and permitting Ms. Duong 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. San Gabriel consistently failed to authorize and permit Ms. Duong and other

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similarly-situated individuals to take rest breaks. Because San Gabriel was understaffed, Ms. Duong's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. San Gabriel expected Ms. Duong and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Duong and other aggrieved employees were able to take rest breaks, San Gabriel failed to authorize and permit Ms. Duong and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. San Gabriel also required Ms. Duong and other aggrieved employees to remain on its premises during their rest breaks.

San Gabriel further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Duong 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. Duong 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. San Gabriel failed to pay Ms. Duong and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Duong and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Ms. Duong 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. Duong 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. Duong and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Duong and other aggrieved employees; failing to properly maintain Ms. Duong's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Duong and other aggrieved employees for each pay period; and other methods to be discovered.

San Gabriel'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. Duong 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. San Gabriel failed to compensate Ms. Duong 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. Duong and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Duong 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. Duong and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Duong and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Duong and other aggrieved employees; failing to properly maintain Ms. Duong's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Duong and other aggrieved employees for each pay period; and other methods to be discovered. San Gabriel also failed to calculate the regular rate of pay for overtime purposes for Ms. Duong and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, San Gabriel has refused to perform its obligations to compensate Ms. Duong and other aggrieved employees for all wages earned and all hours worked. San Gabriel'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.

San Gabriel failed to pay Ms. Duong and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, San Gabriel required Ms. Duong and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Duong 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. Duong and other aggrieved employees to work through required meal breaks without compensation. Additionally, San Gabriel failed to pay Ms. Duong and other aggrieved employees premium wages owed for each

workday a meal period was not provided and each workday a rest period was not authorized and permitted.

San Gabriel also failed to pay Ms. Duong 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. San Gabriel knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Duong 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.

San Gabriel willfully failed to pay accrued wages and other compensation to Ms. Duong and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because San Gabriel required Ms. Duong and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Duong 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. Duong 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, San Gabriel failed and continues to fail to pay the full earned and unpaid wages due to Ms. Duong 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.

San Gabriel failed to provide Ms. Duong 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. Duong 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, San Gabriel had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, San Gabriel 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. Duong 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, San Gabriel had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Duong 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 San Gabriel knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Ms. Duong 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). San Gabriel also did not properly calculate the regular rate of pay of Ms. Duong and other aggrieved employees, as explained above. As a result, Ms. Duong'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. San Gabriel failed to indemnify Ms. Duong 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 San Gabriel, 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 San Gabriel 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

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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 San Gabriel, 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.

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. Duong's reasonable attempt to settle her dispute with San Gabriel prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise San Gabriel of Ms. Duong's aforementioned grievances and the proposed remedies as detailed below, while affording San Gabriel reasonable opportunity to meet Ms. Duong's demands.

Demand is hereby made that San Gabriel shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. San Gabriel shall pay Ms. Duong and all other similarly-situated persons employed by San Gabriel at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. San Gabriel 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. San Gabriel 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. San Gabriel 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. San Gabriel 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.

MATERN LAW GROUP, PC

August 8, 2024

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5. San Gabriel shall reimburse those employees who were forced to pay for any business expenses incurred for San Gabriel benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. San Gabriel 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. San Gabriel shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. San Gabriel 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 San Gabriel require additional information regarding Ms. Duong'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

1 MATERN LAW GROUP, PC
2 MATTHEW J. MATERN (SBN 159798)
3 MATTHEW W. GORDON (SBN 267971)
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6 Manhattan Beach, California 90266
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9 Attorneys for Plaintiffs

10 PHELLIPPE CARRILLO, JACQUELINE
11 NELSON, NARKITA THOMAS,
12 ANDREA CRUZ, CLARIE TUPUOLA,
13 ALMA PIERRE, MARIA BRENDA
14 DECENA, CHRISTINA FALLS, ASHLEY
15 SMITH, IRENE MENDEZ DURAN,
16 CHARLENE AMEZCUA, CHEYENNE
17 MITCHELL, STEVEN GONZALES,
18 ELLEN ANN DUONG, LEKECIA DUKES,
19 and JOSHUA RUBIO FLORES,
20 individually, and on behalf of all other
21 aggrieved employees

22
23 SUPERIOR COURT OF THE STATE OF CALIFORNIA
24
25 FOR THE COUNTY OF LOS ANGELES

26 PHELLIPPE CARRILLO, an individual, on
27 behalf of himself and all other aggrieved
28 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

CASE NO.: 20STCV44876

[Assigned for all purposes to the Honorable
Colin P. Leis, Dept. 74]

**[DRAFT] 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.

LONGWOOD MANAGEMENT LLC, a California limited liability company; ALDEN ENTERPRISES, LLC, a California limited liability company; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE CENTER LLC, a California limited liability company; 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; CHINO VALLEY REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California corporation; CRENSHAW NURSING HOME LLC, a California limited liability company; GREEN ACRES LODGE LLC, a California limited liability company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK HEALTHCARE LLC, a California limited liability company; LAUREL WELLNESS AND NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California corporation; LONGWOOD MANOR INVESTMENTS II 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 limited liability company; JRB INVESTMENTS LLC, a California limited liability company; PARK ANAHEIM HEALTH

CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE 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; ABILITY HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability company; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California limited liability company; VIEW PARK CONVALESCENT HOSPITAL LLC, a California limited liability company; CANOGA HEALTHCARE LLC, a California limited liability company; TZIPPY CARE LLC, a California limited liability company; HOSPICE CHEER, a California corporation; 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; CROFTON MANOR ASSOCIATES II LP, a California limited partnership; 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”), and CLARIE TUPUOLA (“PLAINTIFF
4 TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA BRENDA DECENA
5 (“PLAINTIFF DECENA”), CHRISTINA FALLS (“PLAINTIFF FALLS”), ASHLEY SMITH
6 (“PLAINTIFF SMITH”), IRENE MENDEZ DURAN (“PLAINTIFF DURAN”), CHARLENE
7 AMEZCUA (“PLAINTIFF AMEZCUA”), CHEYENNE MITCHELL (“PLAINTIFF
8 MITHCELL”); STEVEN GONZALES (“PLAINTIFF GONZALES”), ELLEN ANN DUONG
9 (“PLAINTIFF DUONG”), LEKECIA DUKES (“PLAINTIFF DUKES”) and JOSHUA RUBIO
10 FLORES (“PLAINTIFF FLORES” and collectively with PLAINTIFF CARRILLO, PLAINTIFF
11 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
12 PIERRE, PLAINTIFF DECENA, PLAINTIFF FALLS, PLAINTIFF SMITH, PLAINTIFF
13 DURAN, PLAINTIFF AMEZCUA, PLAINTIFF MITCHELL, PLAINTIFF GONZALES,
14 PLAINTIFF DUONG, and PLAINTIFF DUKES as “PLAINTIFFS”), on behalf of themselves
15 and all other current and former non-exempt employees of DEFENDANTS (as defined in
16 Paragraph 1 below) who worked for DEFENDANTS in the State of California at any time during
17 the relevant 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 LONGWOOD MANAGEMENT LLC,
21 a California limited liability company; ALDEN ENTERPRISES LLC, a California limited liability
22 company; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR
23 CARE CENTER LLC, a California limited liability company; BURBANK HEALTHCARE LLC, a
24 California limited liability company; BURLINGTON CONVALESCENT HOSPITAL LLC, a
25 California limited liability company; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a
26 California limited liability company; CASA BONITA CONVALESCENT HOSPITAL LLC, a
27 California limited liability company; CHINO VALLEY REHABILITATION CENTER LLC, a
28 California limited liability company; COLONIAL CARE CENTER, INC., a California corporation;

1 COVINA CARE CENTER, INC., a California corporation; CRENSHAW NURSING HOME LLC,
2 a California limited liability company; GREEN ACRES LODGE LLC, a California limited liability
3 company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL
4 CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK
5 HEALTHCARE LLC, a California limited liability company; LAUREL WELLNESS AND
6 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
7 a California corporation; LONGWOOD MANOR INVESTMENTS II LP, a California limited
8 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California limited
9 liability company; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
10 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER LLC, a
11 California limited liability company; JRB INVESTMENTS LLC, a California limited liability
12 company; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability company; PICO
13 RIVERA HEALTHCARE LLC, a California limited liability company; SAN GABRIEL
14 CONVALESCENT CENTER LLC, a California limited liability company; SHEA
15 HEALTHCARE CENTER LLC, a California limited liability company; ABILITY HOMECARE,
16 INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability
17 company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability
18 company; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California limited liability
19 company; VIEW PARK CONVALESCENT HOSPITAL LLC, a California limited liability
20 company; CANOGA HEALTHCARE LLC, a California limited liability company; TZIPPY
21 CARE LLC, a California limited liability company; HOSPICE CHEER, a California corporation;
22 IRA DAVID ENTERPRISES LLC, a California limited liability company; ADF INVESTMENTS
23 LLC, a California limited liability company; SAN DIMAS RETIREMENT CENTER LLC, a
24 California limited liability company; CROFTON MANOR ASSOCIATES II LP, a California
25 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
26 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
27 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
28 pay all wages due to discharged or quitting employees, failure to maintain required records,

1 failure to provide accurate itemized wage statements, failure to timely pay wages during
2 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
3 discharging their duties.

4 **JURISDICTION AND VENUE**

5 2. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens
7 and residents of, and/or regularly conduct business in, California. Further, no federal question is
8 at issue because the claims are based solely on California law.

9 3. Venue is proper in this judicial district and the County of Los Angeles, California
10 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
11 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS' unlawful actions
12 and omissions, as set forth herein, occurred in the County of Los Angeles.

13 **PARTIES**

14 4. PLAINTIFFS are citizens and residents of the State of California. At times
15 material to this complaint, PLAINTIFFS were employed by DEFENDANTS in the State of
16 California as non-exempt employees.

17 5. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
18 MANAGEMENT LLC is, and at all times relevant hereto was, a limited liability company
19 organized and existing under the laws of the State of California. PLAINTIFFS are further
20 informed and believe, and thereon allege, that LONGWOOD MANAGEMENT LLC is
21 authorized to conduct business in the State of California, and does conduct business in the State
22 of California. Specifically, upon information and belief, LONGWOOD MANAGEMENT LLC
23 maintains offices and conducts business in the County of Los Angeles, State of California.

24 6. PLAINTIFFS are informed and believe, and thereon allege, that ALDEN
25 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
26 organized and existing under the laws of the State of California. PLAINTIFFS are further
27 informed and believe, and thereon allege, that ALDEN ENTERPRISES LLC is authorized to
28 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 limited liability company 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 limited liability company 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 limited liability company organized and existing under the laws of the State of California. PLAINTIFFS are further informed and believe, and thereon allege, that BURLINGTON CONVALESCENT

1 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
2 business in the State of California. Specifically, upon information and belief, BURLINGTON
3 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
4 Los Angeles, State of California.

5 11. PLAINTIFFS are informed and believe, and thereon allege, that
6 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC is, and at all times relevant hereto was,
7 a limited liability company organized and existing under the laws of the State of California.
8 PLAINTIFFS are further informed and believe, and thereon allege, that
9 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, is authorized to conduct business in
10 the State of California, and does conduct business in the State of California. Specifically, upon
11 information and belief, NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, maintains
12 offices and conducts business in the County of Los Angeles, State of California.

13 12. PLAINTIFFS are informed and believe, and thereon allege, that CASA BONITA
14 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
15 company organized and existing under the laws of the State of California. PLAINTIFFS are
16 further informed and believe, and thereon allege, that CASA BONITA CONVALESCENT
17 HOSPITAL LLC, is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief, CASA BONITA
19 CONVALESCENT HOSPITAL LLC, maintains offices and conducts business in the County of
20 Los Angeles, State of California.

21 13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY
22 REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability
23 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
24 further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION
25 CENTER LLC is authorized to conduct business in the State of California, and does conduct
26 business in the State of California. Specifically, upon information and belief, CHINO VALLEY
27 REHABILITATION CENTER LLC maintains offices and conducts business in the County of
28 Los Angeles, State of California.

1 14. PLAINTIFFS are informed and believe, and thereon allege, that COLONIAL
2 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
3 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
4 and thereon allege, that COLONIAL CARE CENTER, INC. is authorized to conduct business in
5 the State of California, and does conduct business in the State of California. Specifically, upon
6 information and belief, COLONIAL CARE CENTER, INC. maintains offices and conducts
7 business in the County of Los Angeles, State of California.

8 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE
9 CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing
10 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
11 thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the
12 State of California, and does conduct business in the State of California. Specifically, upon
13 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
14 in the County of Los Angeles, State of California.

15 16. PLAINTIFFS are informed and believe, and thereon allege, that CRENSHAW
16 NURSING HOME LLC is, and at all times relevant hereto was, a company organized and
17 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
18 and thereon allege, that CRENSHAW NURSING HOME LLC is authorized to conduct business
19 in the State of California, and does conduct business in the State of California. Specifically, upon
20 information and belief, CRENSHAW NURSING HOME LLC maintains offices and conducts
21 business in the County of Los Angeles, State of California.

22 17. PLAINTIFFS are informed and believe, and thereon allege, that GREEN ACRES
23 LODGE LLC is, and at all times relevant hereto was, a limited liability company organized and
24 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
25 and thereon allege, that GREEN ACRES LODGE LLC is authorized to conduct business in the
26 State of California, and does conduct business in the State of California. Specifically, upon
27 information and belief, GREEN ACRES LODGE LLC maintains offices and conducts business in
28 the County of Los Angeles, State of California.

1 18. PLAINTIFFS are informed and believe, and thereon allege, that ICC
2 CONVALESCENT LLC is, and at all times relevant hereto was, a limited liability company
3 organized and existing under the laws of the State of California. PLAINTIFFS are further
4 informed and believe, and thereon allege, that ICC CONVALESCENT LLC is authorized to
5 conduct business in the State of California, and does conduct business in the State of California.
6 Specifically, upon information and belief, ICC CONVALESCENT LLC maintains offices and
7 conducts business in the County of Los Angeles, State of California.

8 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
9 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
10 liability corporation organized and existing under the laws of the State of California.
11 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
12 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and
13 does conduct business in the State of California. Specifically, upon information and belief,
14 IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in
15 the County of Los Angeles, State of California.

16 20. PLAINTIFFS are informed and believe, and thereon allege, that NORWALK
17 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
18 organized and existing under the laws of the State of California. PLAINTIFFS are further
19 informed and believe, and thereon allege, that NORWALK HEALTHCARE LLC is authorized to
20 conduct business in the State of California, and does conduct business in the State of California.
21 Specifically, upon information and belief, NORWALK HEALTHCARE LLC maintains offices
22 and conducts business in the County of Los Angeles, State of California.

23 21. PLAINTIFFS are informed and believe, and thereon allege, that LAUREL
24 WELLNESS AND NURSING CENTER, LLC is, and at all times relevant hereto was, a limited
25 liability corporation organized and existing under the laws of the State of California.
26 PLAINTIFFS are further informed and believe, and thereon allege, that LAUREL WELLNESS
27 AND NURSING CENTER, LLC is authorized to conduct business in the State of California, and
28 does conduct business in the State of California. Specifically, upon information and belief,

1 LAUREL WELLNESS AND NURSING CENTER, LLC maintains offices and conducts
2 business in the County of Los Angeles, State of California.

3 22. PLAINTIFFS are informed and believe, and thereon allege, that S.G.V.
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that S.G.V. HEALTHCARE, INC. is authorized to conduct business in the
7 State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, S.G.V. HEALTHCARE, INC. maintains offices and conducts business in
9 the County of Los Angeles, State of California.

10 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
11 MANOR INVESTMENTS II LP is, and at all times relevant hereto was, a limited partnership
12 organized and existing under the laws of the State of California. PLAINTIFFS are further
13 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS II LP 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, LONGWOOD MANOR
16 INVESTMENTS II LP maintains offices and conducts business in the County of Los Angeles,
17 State of California.

18 24. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA
19 GARDENS CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a
20 limited liability company organized and existing under the laws of the State of California.
21 PLAINTIFFS are further informed and believe, and thereon allege, that MAGNOLIA GARDENS
22 CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California,
23 and does conduct business in the State of California. Specifically, upon information and belief,
24 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC maintains offices and conducts
25 business in the County of Los Angeles, State of California.

26 25. PLAINTIFFS are informed and believe, and thereon allege, that MONTEREY
27 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that MONTEREY CARE CENTER, INC. is authorized to conduct business in
2 the State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, MONTEREY CARE CENTER, INC. maintains offices and conducts
4 business in the County of Los Angeles, State of California.

5 26. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE
6 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
7 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
8 and thereon allege, that MONTROSE HEALTHCARE, INC. is authorized to conduct business in
9 the State of California, and does conduct business in the State of California. Specifically, upon
10 information and belief, MONTROSE HEALTHCARE, INC. maintains offices and conducts
11 business in the County of Los Angeles, State of California.

12 27. PLAINTIFFS are informed and believe, and thereon allege, that NORTHRIDGE
13 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability company
14 organized and existing under the laws of the State of California. PLAINTIFFS are further
15 informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is
16 authorized to conduct business in the State of California, and does conduct business in the State
17 of California. Specifically, upon information and belief, NORTHRIDGE CARE CENTER LLC
18 maintains offices and conducts business in the County of Los Angeles, State of California.

19 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
20 INVESTMENTS LLC is, and at all times relevant hereto was, a limited liability company
21 organized and existing under the laws of the State of California. PLAINTIFFS are further
22 informed and believe, and thereon allege, that JRB INVESTMENTS LLC is authorized to
23 conduct business in the State of California, and does conduct business in the State of California.
24 Specifically, upon information and belief, JRB INVESTMENTS LLC maintains offices and
25 conducts business in the County of Los Angeles, State of California.

26 29. PLAINTIFFS are informed and believe, and thereon allege, that PARK
27 ANAHEIM HEALTH CARE, LLC is, and at all times relevant hereto was, a limited liability
28 corporation organized and existing under the laws of the State of California. PLAINTIFFS are

1 further informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC
2 is authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, PARK ANAHEIM HEALTH CARE,
4 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

5 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
6 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
7 organized and existing under the laws of the State of California. PLAINTIFFS are further
8 informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is authorized
9 to conduct business in the State of California, and does conduct business in the State of
10 California. Specifically, upon information and belief, PICO RIVERA HEALTHCARE LLC
11 maintains offices and conducts business in the County of Los Angeles, State of California.

12 31. PLAINTIFFS are informed and believe, and thereon allege, that SAN GABRIEL
13 CONVALESCENT CENTER LLC is, and at all times relevant hereto was, a limited liability
14 company organized and existing under the laws of the State of California. PLAINTIFFS are
15 further informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT
16 CENTER LLC is authorized to conduct business in the State of California, and does conduct
17 business in the State of California. Specifically, upon information and belief, SAN GABRIEL
18 CONVALESCENT CENTER LLC maintains offices and conducts business in the County of Los
19 Angeles, State of California.

20 32. PLAINTIFFS are informed and believe, and thereon allege, that SHEA
21 HEALTHCARE CENTER LLC is, and at all times relevant hereto was, a limited liability
22 company organized and existing under the laws of the State of California. PLAINTIFFS are
23 further informed and believe, and thereon allege, that SHEA HEALTHCARE CENTER LLC is
24 authorized to conduct business in the State of California, and does conduct business in the State
25 of California. Specifically, upon information and belief, SHEA HEALTHCARE CENTER LLC
26 maintains offices and conducts business in the County of Los Angeles, State of California.

27 33. PLAINTIFFS are informed and believe, and thereon allege, that ABILITY
28 HOMECARE, INC. is, and at all times relevant hereto was, a corporation organized and existing

1 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
2 thereon allege, that ABILITY HOMECARE, INC. is authorized to conduct business in the State
3 of California, and does conduct business in the State of California. Specifically, upon
4 information and belief, ABILITY HOMECARE, INC. maintains offices and conducts business in
5 the County of Los Angeles, State of California.

6 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
7 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
8 organized and existing under the laws of the State of California. PLAINTIFFS are further
9 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
10 authorized to conduct business in the State of California, and does conduct business in the State
11 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC
12 maintains offices and conducts business in the County of Los Angeles, State of California.

13 35. PLAINTIFFS are informed and believe, and thereon allege, that STUDIO CITY
14 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
15 company organized and existing under the laws of the State of California. PLAINTIFFS are
16 further informed and believe, and thereon allege, that STUDIO CITY CONVALESCENT
17 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief, STUDIO CITY
19 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
20 Los Angeles, State of California.

21 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
22 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
23 company organized and existing under the laws of the State of California. PLAINTIFFS are
24 further informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT
25 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
26 business in the State of California. Specifically, upon information and belief, SUNNYVIEW
27 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
28 Los Angeles, State of California.

1 37. PLAINTIFFS are informed and believe, and thereon allege, that VIEW PARK
2 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
3 company organized and existing under the laws of the State of California. PLAINTIFFS are
4 further informed and believe, and thereon allege, that VIEW PARK CONVALESCENT
5 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
6 business in the State of California. Specifically, upon information and belief, VIEW PARK
7 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
8 Los Angeles, State of California.

9 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
10 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that CANOGA HEALTHCARE LLC is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, upon information and belief, CANOGA HEALTHCARE LLC maintains offices and
15 conducts business in the County of Los Angeles, State of California.

16 39. PLAINTIFFS are informed and believe, and thereon allege, that TZIPPY CARE
17 LLC is, and at all times relevant hereto was, a limited liability company organized and existing
18 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
19 thereon allege, that TZIPPY CARE LLC is authorized to conduct business in the State of
20 California, and does conduct business in the State of California. Specifically, upon information
21 and belief, TZIPPY CARE LLC maintains offices and conducts business in the County of Los
22 Angeles, State of California.

23 40. PLAINTIFFS are informed and believe, and thereon allege, that HOSPICE
24 CHEER is, and at all times relevant hereto was, a corporation organized and existing under the
25 laws of the State of California. PLAINTIFFS are further informed and believe, and thereon
26 allege, that HOSPICE CHEER is authorized to conduct business in the State of California, and
27 does conduct business in the State of California. Specifically, upon information and belief,
28 HOSPICE CHEER maintains offices and conducts business in the County of Los Angeles, State

1 of California.

2 41. PLAINTIFFS are informed and believe, and thereon allege, that IRA DAVID
3 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
4 organized and existing under the laws of the State of California. PLAINTIFFS are further
5 informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is authorized to
6 conduct business in the State of California, and does conduct business in the State of California.
7 Specifically, upon information and belief, IRA DAVID ENTERPRISES LLC maintains offices
8 and conducts business in the County of Los Angeles, State of California.

9 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
10 INVESTMENTS LLC is, and at all times relevant hereto was, a limited liability company
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that ADF INVESTMENTS LLC is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, upon information and belief, ADF INVESTMENTS LLC maintains offices and
15 conducts business in the County of Los Angeles, State of California.

16 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
17 RETIREMENT CENTER LLC is, and at all times relevant hereto was, a limited liability company
18 organized and existing under the laws of the State of California. PLAINTIFFS are further
19 informed and believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER LLC is
20 authorized to conduct business in the State of California, and does conduct business in the State
21 of California. Specifically, upon information and belief, SAN DIMAS RETIREMENT CENTER
22 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

23 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
24 MANOR ASSOCIATES II LP is, and at all times relevant hereto was, a limited partnership
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES II LP is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, CROFTON MANOR ASSOCIATES II

1 LP maintains offices and conducts business in the County of Los Angeles, State of California.

2 45. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
3 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious
4 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
5 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
6 that PLAINTIFFS and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged
7 herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFFS will
8 seek leave of the court to amend this complaint to allege the true names and capacities of such
9 DOE defendants when ascertained.

10 46. At all relevant times herein, DEFENDANTS were the joint employers of
11 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,
12 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,
13 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
14 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
15 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
16 co-defendant, and each was the alter ego of the other.

17 47. Upon information and belief, at all relevant times herein, DEFENDANTS had an
18 interrelation of operations, common management, centralized control of labor relations, and
19 common ownership and financial control.

20 48. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
21 MANAGEMENT LLC was the parent corporation of and exercised financial control over
22 Defendants ALDEN ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.; BROADWAY
23 MANOR CARE CENTER LLC; BURBANK HEALTHCARE LLC; BURLINGTON
24 CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC;
25 CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION
26 CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA CARE CENTER, INC.;
27 CRENSHAW NURSING HOME LLC; GREEN ACRES LODGE LLC; ICC CONVALESCENT
28 LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC;

1 LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.;
2 LONGWOOD MANOR INVESTMENTS II LP; MAGNOLIA GARDENS CONVALESCENT
3 HOSPITAL LLC; MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.;
4 NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTS LLC; PARK ANAHEIM HEALTH
5 CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT
6 CENTER LLC; SHEA HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.;
7 COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC;
8 SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT
9 HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER;
10 IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT
11 CENTER LLC; and CROFTON MANOR ASSOCIATES II LP.

12 49. Upon information and belief, DEFENDANTS exercised control over
13 PLAINTIFFS' and other AGGRIEVED EMPLOYEES' wages, hours, and working conditions
14 by, among other things, jointly creating, implementing, and enforcing uniform wage and hour
15 policies, practices, and procedures at all of their facilities, including, but not limited to the same
16 policies regarding meal periods and rest periods, the wages to be paid to PLAINTIFFS and other
17 AGGRIEVED EMPLOYEES, the hours to be worked by PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES, and the working conditions that PLAINTIFFS and other AGGRIEVED
19 EMPLOYEES would be subject to, such as off-the-clock work and meal and rest period policies
20 and practices that do not comply with California law.

21 50. Upon information and belief, at all relevant times herein, DEFENDANTS shared
22 common management employees, owners, officers, and directors; DEFENDANTS used the same
23 employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and
24 hour policies, practices, and procedures at all of their facilities, including, but not limited to the
25 same policies regarding hiring, firing, and training employees; DEFENDANTS used the same
26 employment application at all of their facilities; DEFENDANTS used the same new hire packets
27 and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other
28 AGGRIEVED EMPLOYEES to sign the same acknowledgments as part of PLAINTIFFS' and

1 other AGGRIEVED EMPLOYEES' onboarding process; and DEFENDANTS used the same
2 arbitration agreement at all of their facilities. Upon information and belief, at all relevant times
3 herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information
4 and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets.
5 Upon information and belief, at all relevant times herein, DEFENDANTS received goods and
6 services, such as medical supplies, from the same businesses. Upon information and belief, at all
7 relevant times herein, DEFENDANTS shared the same agents for service of process. Upon
8 information and belief, DEFENDANTS share the same legal counsel. Upon information and
9 belief, at all relevant times herein, DEFENDANTS shared the same medical provider network
10 and workers' compensation insurance. All DEFENDANTS shared the same corporate offices
11 located at 4032 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90010. All
12 DEFENDANTS share the same Chief Executive Officer and Chief Financial Officer, David
13 Friedman. All DEFENDANTS share the same Secretary, Aaron Friedman. All DEFENDANTS
14 share the same general counsel and agent for service of process, Douglas Loewy.

15 51. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
16 MANAGEMENT LLC provided administrative support services to Defendants ALDEN
17 ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE
18 CENTER LLC; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT
19 HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA
20 CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC;
21 COLONIAL CARE CENTER, INC.; COVINA CARE CENTER, INC.; CRENSHAW NURSING
22 HOME LLC; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST
23 HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS
24 AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR
25 INVESTMENTS II LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC;
26 MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE
27 CARE CENTER LLC; JRB INVESTMENTS LLC; PARK ANAHEIM HEALTH CARE, LLC;
28 PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC;

1 SHEA HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.; COLDWATER CARE
2 CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW
3 CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC;
4 CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID
5 ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER
6 LLC; and CROFTON MANOR ASSOCIATES II LP. Upon information and belief, such
7 administrative support services included, but were not limited to, bookkeeping and accounting,
8 billing and collections, property maintenance, human resources, and legal consulting.

9 52. Upon information and belief, at all relevant times herein, DEFENDANTS had
10 such a unity of interest and ownership that their separate personalities no longer exist. An
11 inequitable result would follow if Defendant LONGWOOD MANAGEMENT LLC was not held
12 liable for the acts of Defendants ALDEN ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.;
13 BROADWAY MANOR CARE CENTER, INC.; BURBANK HEALTHCARE LLC;
14 BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE
15 RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO
16 VALLEY REHABILITATION CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA
17 CARE CENTER, INC.; CRENSHAW NURSING HOME LLC; GREEN ACRES LODGE LLC;
18 ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC;
19 NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC;
20 S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS II LP; MAGNOLIA
21 GARDENS CONVALESCENT HOSPITAL LLC; MONTEREY CARE CENTER, INC.;
22 MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB
23 INVESTMENTS LLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA
24 HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA
25 HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.; COLDWATER CARE
26 CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW
27 CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC;
28 CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID

1 ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER
2 LLC; and CROFTON MANOR ASSOCIATES II LP.

3 53. Upon information and belief, at all relevant times herein, DEFENDANTS
4 exercised control over the wages, hours, and/or working conditions of PLAINTIFFS and other
5 AGGRIEVED EMPLOYEES.

6 54. Upon information and belief, at all relevant times herein, DEFENDANTS retained
7 or assumed a general right of control over the hiring, direction, supervision, discipline, discharge,
8 and day-to-day aspects of the working conditions of PLAINTIFFS and other AGGRIEVED
9 EMPLOYEES.

10 55. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
11 AGGRIEVED EMPLOYEES' hiring documents stated that PLAINTIFFS and other
12 AGGRIEVED EMPLOYEES were employees of Defendant LONGWOOD MANAGEMENT
13 LLC. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
14 AGGRIEVED EMPLOYEES' background check results were sent to Defendant LONGWOOD
15 MANAGEMENT LLC.

16 56. PLAINTIFF CARRILLO 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 CARRILLO'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 CARRILLO, pursuant to
22 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF CARRILLO was
23 directly employed by Defendant ARTESIA HEALTHCARE, INC.

24 57. PLAINTIFF NELSON worked for DEFENDANTS at their Burlington
25 Convalescent Hospital facility located at 845 S. Burlington Avenue, Los Angeles, California
26 90057. The entities listed on PLAINTIFF NELSON's earning statements were "FACILITIES
27 PAYROLL SERVICES BURLINGTON CONV HOSPITAL" and "BURLINGTON
28 CONVALESCENT HOSPITAL INC DBA BURLINGTON CONVALESCENT HOSPITAL."

1 The legal name of the hiring employer listed on the notice provided to PLAINTIFF NELSON,
2 pursuant to Labor Code § 2810.5, was “Burlington Convalescent Hospital, Inc.” Accordingly,
3 PLAINTIFF NELSON was directly employed by Defendant BURLINGTON CONVALESCENT
4 HOSPITAL LLC.

5 58. PLAINTIFF THOMAS worked for DEFENDANTS at their Crofton Manor Inn
6 facility located at 1950 E. 5th Street, Long Beach, California 90802. The entities listed on
7 PLAINTIFF THOMAS’ earning statements were “IRA DAVID ENTERPRISES, INC. DBA
8 CROFTON MANOR INN,” “Facilities Payroll Service Crofton Manor Inn,” “IRA DAVID
9 ENTERPRISES INC DBA CROFTON MANOR INN,” and “FACILITIES PAYROLL
10 SERVICES CROFTON MANOR INN.” The legal name of the hiring employer listed on the
11 notice provided to PLAINTIFF THOMAS, pursuant to Labor Code § 2810.5, was “Ira David
12 Enterprises, Inc..” Accordingly, PLAINTIFF THOMAS was directly employed by Defendant
13 IRA DAVID ENTERPRISES LLC.

14 59. PLAINTIFF CRUZ worked for DEFENDANTS at their California Healthcare &
15 Rehabilitation Center located at 6700 Sepulveda Boulevard, Van Nuys, California 91411. The
16 entities listed on PLAINTIFF CRUZ’s earning statements were “NORMANDIE WILSHIRE
17 RETIREMENT HOTEL, INC. DBA CALIFORNIA HEALTHCARE AND REHAB CENTER”
18 and “NORMANDIE WILSHIRE RETIREMENT HOTEL INC DBA CALIFORNIA
19 HEALTHCARE AND REHAB CENTER.” The legal name of the hiring employer listed on the
20 notice provided to PLAINTIFF CRUZ, pursuant to Labor Code § 2810.5, was
21 “Normandie/Wilshire Retirement Hotel, Inc.” Accordingly, PLAINTIFF CRUZ was directly
22 employed by Defendant NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC.

23 60. PLAINTIFF TUPUOLA worked for DEFENDANTS at their Huntington
24 Retirement Hotel facility located at 20920 Earl Street, Torrance, California 90503. The entity
25 listed on PLAINTIFF TUPUOLA’s earning statements was “ADF INVESTMENTS INC. DBA
26 HUNTINGTON RETIREMENT HOME.” The legal name of the hiring employer listed on the
27 notice provided to PLAINTIFF TUPUOLA, pursuant to Labor Code § 2810.5, was “ADF
28 Investments, Inc.” Accordingly, PLAINTIFF TUPUOLA was directly employed by Defendant

1 ADF INVESTMENTS LLC.

2 61. PLAINTIFF PIERRE worked for DEFENDANTS at their Studio City
3 Rehabilitation Center facility located at 11429 Ventura Boulevard, Studio City, California 91604.
4 The entities listed on PLAINTIFF PIERRE's earning statements were "STUDIO CITY
5 CONVALESCENT HOSPITAL DBA STUDIO CITY REHABILITATION CENTER," and
6 "FACILITIES PAYROLL SERVICES STUDIO CITY REHABILITATION CTR." The legal
7 name of the hiring employer listed on the notice provided to PLAINTIFF PIERRE, pursuant to
8 Labor Code § 2810.5, was "Studio City Convalescent Hospital, Inc." Accordingly, PLAINTIFF
9 PIERRE was directly employed by Defendants STUDIO CITY CONVALESCENT HOSPITAL
10 LLC, .

11 62. PLAINTIFF DECENA worked for DEFENDANTS at their Alameda Care Center
12 facility located at 925 W. Alameda Avenue, Burbank, California 91506. The entities listed on
13 PLAINTIFF DECENA's earning statements were "ARTESIA HEALTHCARE, INC DBA
14 ALAMEDA CARE CENTER," "ARTESIA HEALTHCARE INC DBA ALAMEDA CARE
15 CENTER," and "FACILITIES PAYROLL SERVICES ALAMEDA CARE CENTER." The legal
16 name of the hiring employer listed on the notice provided to PLAINTIFF DECENA, pursuant to
17 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF DECENA was
18 directly employed by Defendant ARTESIA HEALTHCARE, INC.

19 63. PLAINTIFF FALLS worked for DEFENDANTS at their Casa Bonita
20 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
21 The entity listed on PLAINTIFF FALLS' earning statements was "CASA BONITA
22 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL."
23 The legal name of the hiring employer listed on the notice provided to PLAINTIFF FALLS,
24 pursuant to Labor Code § 2810.5, was "CASA BONITA CONVALESCENT HOSPITAL."
25 Accordingly, PLAINTIFF FALLS was directly employed by Defendant CASA BONITA
26 CONVALESCENT HOSPITAL LLC

27 64. PLAINTIFF SMITH worked for DEFENDANTS at their San Dimas Retirement
28 Center facility located at 834 Arrow Hwy, San Dimas, California 91773. The entities listed on

1 PLAINTIFF SMITH's earning statements were "SAN DIMAS RETIREMENT CENTER INC.
2 DBA SAN DIMAS RETIREMENT CENTER" and "FACILITIES PAYROLL SERVICES SAN
3 DIMAS RETIREMENT CENTER." The legal name of the hiring employer listed on the notice
4 provided to PLAINTIFF SMITH, pursuant to Labor Code § 2810.5, was "San Dimas Retirement
5 Center, Inc." Accordingly, PLAINTIFF SMITH was directly employed by Defendant SAN
6 DIMAS RETIREMENT CENTER LLC.

7 65. PLAINTIFF DURAN worked for DEFENDANTS at their Burbank Healthcare &
8 Rehabilitation Center located at 1041 S. Main Street, Burbank California 91506. The entities
9 listed on PLAINTIFF DURAN's earning statements were "BURBANK HEALTHCARE INC.
10 DBA BURBANK HEALTHCARE AND REHAB CENTER," "BURBANK HEALTHCARE
11 INC DBA BURBANK HEALTHCARE AND REHAB CENTER," and "FACILITIES
12 PAYROLL SERVICES BURBANK HEALTHCARE & REHAB CTR." The legal name of the
13 hiring employer listed on the notice provided to PLAINTIFF DURAN, pursuant to Labor Code §
14 2810.5, was "Burbank Healthcare, Inc.." Accordingly, PLAINTIFF DURAN was directly
15 employed by Defendant BURBANK HEALTHCARE LLC.

16 66. PLAINTIFF AMEZCUA worked for DEFENDANTS at their Casa Bonita
17 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
18 The entities listed on PLAINTIFF AMEZCUA's earning statements were "CASA BONITA
19 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL," "
20 DBA CASA BONITA CONVALESCENT HOSPITAL," and "FACILITIES PAYROLL
21 SERVICES CASA BONITA CONV HOSPITAL." The legal name of the hiring employer listed
22 on the notice provided to PLAINTIFF AMEZCUA, pursuant to Labor Code § 2810.5, was "Casa
23 Bonita Convalescent Hospital, Inc." Accordingly, PLAINTIFF AMEZCUA was directly
24 employed by Defendant CASA BONITA CONVALESCENT HOSPITAL LLC.

25 67. PLAINTIFF MITCHELL worked for DEFENDANTS at their Imperial Care
26 Center facility located at 11441 Ventura Boulevard, Studio City, California 91604. The entities
27 listed on PLAINTIFF MITCHELL's earning statements were "ICC CONVALESCENT CORP
28 DBA IMPERIAL CARE CENTER" and "FACILITIES PAYROLL SERVICES IMPERIAL

1 CARE CENTER.” The legal name of the hiring employer listed on the notice provided to
2 PLAINTIFF MITCHELL, pursuant to Labor Code § 2810.5, was “ICC Convalescent Corp..”
3 Accordingly, PLAINTIFF MITCHELL was directly employed by Defendant ICC
4 CONVALESCENT LLC.

5 68. PLAINTIFF GONZALES worked for DEFENDANTS at their Magnolia Gardens
6 Convalescent Hospital located 17922 San Fernando Mission Blvd, Granada Hills, CA 91344. The
7 entity listed on PLAINTIFF GONZALES’s earning statements was “MAGNOLIA GARDENS
8 CONVALESCENT HOSPITAL INC. DBA MAGNOLIA GARDENS CONVALESCENT
9 HOSPITAL”. Accordingly, PLAINTIFF GONZALES was directly employed by Defendant
10 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC.

11 69. PLAINTIFF DUONG works for DEFENDANTS at their San Gabriel
12 Convalescent Center located 8035 Hill Dr, Rosemead, CA 91770. Accordingly, PLAINTIFF
13 DUONG was directly employed by Defendant SAN GABRIEL CONVALESCENT CENTER
14 LLC.

15 70. PLAINTIFF DUKES works for DEFENDANTS at their Imperial Crest Healthcare
16 Center located 11834 S Inglewood Ave, Hawthorne, CA 90250. Accordingly, PLAINTIFF
17 DUKES was directly employed by Defendant IMPERIAL CREST HEALTHCARE CENTER,
18 LLC.

19 71. PLAINTIFF FLORES works for DEFENDANTS at their Shea Healthcare Center
20 located 7716 S Pickering Ave in Whittier, California. Accordingly, PLAINTIFF FLORES was
21 directly employed by Defendant SHEA HEALTHCARE CENTER LLC.

22 72. Upon information and belief, DEFENDANTS jointly entered into a settlement
23 agreement with the Department of Justice for their alleged joint violation of the False Claims Act,
24 which included allegations of jointly submitting false claims to Medicare for rehabilitation therapy
25 services that were not reasonable or necessary. The settlement resolved allegations that Defendant
26 LONGWOOD MANAGEMENT LLC submitted false claims for rehabilitation therapy by engaging
27 in a systematic effort to increase Medicare billings. Defendant LONGWOOD MANAGEMENT
28 LLC allegedly knowingly submitted or caused the submission of false and fraudulent claims to

1 Medicare for medically unreasonable and unnecessary Ultra High levels of rehabilitation therapy
2 for Medicare Part A residents. Defendant LONGWOOD MANAGEMENT LLC allegedly
3 pressured therapists to increase the amount of therapy provided to patients to meet pre-planned
4 targets for Medicare revenue. The settlement covers conduct that occurred at facilities operated by
5 DEFENDANTS, including Defendants ARTESIA HEALTHCARE, INC., BURBANK
6 HEALTHCARE LLC, MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC,
7 MONTROSE HEALTHCARE, INC., ABILITY HOMECARE, INC., CANOGA HEALTHCARE
8 LLC, BURLINGTON CONVALESCENT HOSPITAL LLC, CHINO VALLEY
9 REHABILITATION CENTER LLC, COLONIAL CARE CENTER, INC., COVINA CARE
10 CENTER, INC., CRENSHAW NURSING HOME LLC, GREEN ACRES LODGE LLC, ICC
11 CONVALESCENT LLC, IMPERIAL CREST HEALTHCARE CENTER, LLC, LAUREL
12 WELLNESS AND NURSING CENTER, LLC, S.G.V. HEALTHCARE, INC., LONGWOOD
13 MANOR INVESTMENTS II LP, MONTEREY CARE CENTER, INC., NORWALK
14 HEALTHCARE LLC, PARK ANAHEIM HEALTH CARE, LLC, PICO RIVERA
15 HEALTHCARE LLC, SAN GABRIEL CONVALESCENT CENTER LLC, SHEA
16 HEALTHCARE CENTER LLC, STUDIO CITY CONVALESCENT HOSPITAL LLC,
17 SUNNYVIEW CONVALESCENT HOSPITAL LLC, VIEW PARK CONVALESCENT
18 HOSPITAL LLC, and TZIPPY CARE LLC. A true and correct copy of a Department of Justice
19 press release regarding DEFENDANTS' settlement is attached hereto as **Exhibit A**.

20 73. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
21 were employed by DEFENDANTS under employment agreements that were partly written, partly
22 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
23 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
24 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
25 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
26 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
27 rest period premium payments; failing to properly maintain records; failing to provide accurate
28 itemized statements for each pay period; failing to timely pay wages during employment; failing

1 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
2 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
3 violation of the California Labor Code (“Labor Code”) and the applicable Industrial Welfare
4 Commission (“IWC”) Wage Order.

5 74. PLAINTIFFS are informed and believe, and thereon allege, that each and every
6 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
7 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
8 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
9 and scope of said agency, employment and/or direction and control.

10 75. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
11 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
12 provision regulating minimum wages or hours and days of work in any order of the Industrial
13 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 76. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
16 Labor Code §§ 2698-2699.5, PLAINTIFFS bring this action on behalf of themselves and all
17 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
18 relevant statutory period.

19 77. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
20 online filing on April 14, 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 CARRILLO submitted the required \$75.00 filing fee to the
24 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark
25 date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF
26 CARRILLO that it intends to investigate the alleged violations. Pursuant to California Labor
27 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 CARRILLO has complied with all of the requirements set forth in
2 California Labor Code § 2699.3 to commence a representative action under PAGA.

3 78. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
4 online filing on June 22, 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 NELSON submitted the required \$75.00 filing fee to the
8 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
9 date of PLAINTIFF NELSON’s notice letter, the LWDA did not provide notice to PLAINTIFF
10 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
11 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
12 not counted as part of the time limited for the commencement of this civil action. Therefore,
13 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
14 Code § 2699.3 to commence a representative action under PAGA.

15 79. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
16 online filing on June 22, 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 THOMAS submitted the required \$75.00 filing fee to the
20 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
21 date of PLAINTIFF THOMAS’s notice letter, the LWDA did not provide notice to PLAINTIFF
22 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code
23 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
24 not counted as part of the time limited for the commencement of this civil action. Therefore,
25 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
26 Code § 2699.3 to commence a representative action under PAGA.

27 80. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
28 online filing on July 17, 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 CRUZ submitted the required \$75.00 filing fee to the LWDA
4 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
5 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
6 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
7 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
8 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
9 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
10 commence a representative action under PAGA.

11 81. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
12 online filing on July 17, 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 TUPUOLA submitted the required \$75.00 filing fee to the
16 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
17 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
18 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
19 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 TUPUOLA has complied with all of the requirements set forth in
22 California Labor Code § 2699.3 to commence a representative action under PAGA.

23 82. Pursuant to Labor Code § 2699.3, PLAINTIFF PIERRE 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 PIERRE 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 PIERRE's notice letter, the LWDA did not provide notice to
2 PLAINTIFF PIERRE 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 PIERRE has complied with all of the requirements set forth in California
6 Labor Code § 2699.3 to commence a representative action under PAGA.

7 83. Pursuant to Labor Code § 2699.3, PLAINTIFF DECENA gave written notice by
8 online filing on August 10, 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 DECENA submitted the required \$75.00 filing fee to the
12 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
13 postmark date of PLAINTIFF DECENA's notice letter, the LWDA did not provide notice to
14 PLAINTIFF DECENA 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 DECENA has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 84. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
20 online filing on August 10, 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 FALLS submitted the required \$75.00 filing fee to the
24 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
25 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
26 PLAINTIFF FALLS 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 FALLS has complied with all of the requirements set forth in California
2 Labor Code § 2699.3 to commence a representative action under PAGA.

3 85. Pursuant to Labor Code § 2699.3, PLAINTIFF SMITH gave written notice by
4 online filing on August 12, 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 SMITH submitted the required \$75.00 filing fee to the
8 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
9 postmark date of PLAINTIFF SMITH’s notice letter, the LWDA did not provide notice to
10 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
11 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
12 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
13 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
14 Labor Code § 2699.3 to commence a representative action under PAGA.

15 86. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
16 online filing on August 12, 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 DURAN submitted the required \$75.00 filing fee to the
20 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
21 postmark date of PLAINTIFF DURAN’s notice letter, the LWDA did not provide notice to
22 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California
23 Labor 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 DURAN has complied with all of the requirements set forth in California
26 Labor Code § 2699.3 to commence a representative action under PAGA.

27 87. Pursuant to Labor Code § 2699.3, PLAINTIFF AMEZCUA gave written notice by
28 online filing on August 18, 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 AMEZCUA submitted the required \$75.00 filing fee to the
4 LWDA on August 18, 2020. Within sixty-five (65) calendar days of the August 18, 2020
5 postmark date of PLAINTIFF AMEZCUA’s notice letter, the LWDA did not provide notice to
6 PLAINTIFF AMEZCUA that it intends to investigate the alleged violations. Pursuant to
7 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
8 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
9 civil action. Therefore, PLAINTIFF AMEZCUA has complied with all of the requirements set
10 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

11 88. Pursuant to Labor Code § 2699.3, PLAINTIFF MITCHELL gave written notice by
12 online filing on August 26, 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 MITCHELL submitted the required \$75.00 filing fee to the
16 LWDA on August 26, 2020. Within sixty-five (65) calendar days of the August 26, 2020
17 postmark date of PLAINTIFF MITCHELL’s notice letter, the LWDA did not provide notice to
18 PLAINTIFF MITCHELL that it intends to investigate the alleged violations. Pursuant to
19 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
20 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
21 civil action. Therefore, PLAINTIFF MITCHELL has complied with all of the requirements set
22 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

23 89. Pursuant to Labor Code § 2699.3, PLAINTIFFS GONZALES, DUONG, DUKES,
24 and FLORES gave written notice by online filing on August 8, 2024 to the California Labor and
25 Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the
26 specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated,
27 including the facts and theories to support the alleged violations. PLAINTIFFS GONZALES,
28 DUONG, DUKES, and FLORES submitted the required \$75.00 filing fee to the LWDA on

1 August 8, 2024. Within sixty-five (65) calendar days of the August 8, 2024 postmark date of
2 PLAINTIFFS GONZALES's, DUONG's, DUKES's, and FLORES's notice letter, the LWDA
3 did not provide notice to PLAINTIFFS GONZALES, DUONG, DUKES, and FLORES that it
4 intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the
5 sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as
6 part of the time limited for the commencement of this civil action. Therefore, PLAINTIFFS
7 GONZALES, DUONG, DUKES, and FLORES have complied with all of the requirements set
8 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

9 **FACTUAL ALLEGATIONS**

10 **Failure to Provide Required Meal Periods**

11 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

12 90. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
13 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
14 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
15 30-minute meal period, or to work through them, and have failed to otherwise provide the
16 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
17 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

18 91. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
19 Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
21 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
22 workday that a meal period was not provided.

23 **Failure to Provide Required Rest Periods**

24 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

25 92. At all times relevant herein, as part of DEFENDANTS' illegal policies and
26 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
27 to provide rest periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES as required under
28 Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

1 93. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
2 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
3 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
4 hour of compensation at each employee's regular rate of pay for each workday that a rest period
5 was not provided.

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

8 94. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
9 DEFENDANTS are required to compensate PLAINTIFFS and other AGGRIEVED
10 EMPLOYEES for all overtime, which is calculated at one and one-half (1 ½) times the regular
11 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
12 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
13 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
14 excess of eight (8) hours on the seventh consecutive day of work in any workweek.

15 95. PLAINTIFFS and other AGGRIEVED EMPLOYEES are current and former non-
16 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
17 and IWC Wage Order No. 5-2001. At times relevant herein, DEFENDANTS failed to
18 compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all overtime hours worked
19 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
20 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
21 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring,
22 suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the
23 clock; requiring, permitting or suffering PLAINTIFFS and other AGGRIEVED EMPLOYEES to
24 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and
25 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
26 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
27 failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records;
28 failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and

1 other methods to be discovered.

2 96. DEFENDANTS have knowingly and willfully refused to perform their obligations
3 to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all wages earned and all
4 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-
5 2001, § 3.

6 **Failure to Pay Minimum Wages**

7 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

8 97. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
9 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
10 worked in a payroll period is unlawful.

11 98. During the PENALTY PERIOD and in violation of California Labor Code §§
12 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
13 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
14 hours worked in a payroll period by, among other things: requiring, suffering or permitting
15 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
16 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
17 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
19 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
20 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

21 **Failure to Timely Pay Wages During Employment**

22 **[Cal. Labor Code § 204]**

23 99. Pursuant to California Labor Code § 204, for all labor performed between the 1st
24 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
25 employees between the 16th and 26th day of the month during which the labor was performed.
26 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
27 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
28 between the 1st and 10th day of the following calendar month. In addition, California Labor Code

1 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
2 no later than the payday of the next regular payroll period.

3 100. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
4 pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all the wages for labor performed by
5 the next regular payroll period as required by California Labor Code § 204.

6 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

7 **[Cal. Labor Code §§ 201, 202, 203]**

8 101. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
9 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
10 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
11 discharge are due and payable immediately.

12 102. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
13 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
14 employment, unless the employee provided 72 hours previous notice of his or her intention to
15 quit, in which case the employee is entitled to his or wages at the time of quitting.

16 103. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
17 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
18 employer is liable for waiting time penalties in the form of continued compensation to the
19 employee at the same rate for up to 30 workdays.

20 104. At times relevant herein, in violation of Labor Code §§ 201 and 202,
21 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
23 employment.

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

26 105. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
27 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
28 wage statements in writing showing each employee's gross wages earned, total hours worked, the

1 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
2 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
3 employee is paid, the name of the employee and only the last four digits of his or her social
4 security number or employee identification number, the name and address of the legal entity or
5 entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable
6 hourly rates in effect during each pay period and the corresponding number of hours worked at
7 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
8 2001 § 7.

9 106. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
10 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
11 wage statements in accordance with Labor Code § 226(a).

12 107. At times relevant herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
13 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
14 wage statements as PLAINTIFFS and other AGGRIEVED EMPLOYEES could not promptly
15 and easily determine from the wage statement alone one or more of the following: the gross
16 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
17 address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the
19 corresponding number of hours worked at each hourly rate.

20 **Failure to Maintain Required Records**

21 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

22 108. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive PLAINTIFFS and other AGGRIEVED EMPLOYEES of all wages earned
24 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
25 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but
26 not limited to the following records: total daily hours worked by each employee; applicable rates
27 of pay; all deductions; meal periods; time records showing when each employee begins and ends
28 each work period; and accurate itemized statements.

1 penalties from DEFENDANTS in a representative action for the violations set forth above,
2 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
3 512, 1174(d), 1194, 1197, 1198, and 2802.

4 115. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
5 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
6 provided, including but not limited to the following:

- 7 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
8 DEFENDANTS are subject to a civil penalty in the amount of one hundred
9 dollars (\$100) for the initial violation for each failure to pay each employee
10 and two hundred dollars (\$200) per employee for violations in subsequent
11 pay periods.
- 12 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
13 DEFENDANTS are subject to a civil penalty in the amount of two hundred
14 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
15 period where a violation occurs and one thousand dollars (\$1,000) per
16 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 17 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
18 on behalf of an employer who violates, or causes to be violated, a section
19 of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission," including Labor Code §§ 510
21 and 512, shall be subject to a civil penalty, in addition to any other penalty
22 provided by law, of fifty dollars (\$50) for initial violations for each
23 underpaid employee for each pay period for which the employee was
24 underpaid and one hundred dollars (\$100) for each subsequent violation for
25 each underpaid employee for each pay period for which the employee was
26 underpaid.
- 27 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
28 DEFENDANTS are subject to a civil penalty of five hundred dollars

1 (\$500).

2 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
3 paid to any employee a wage less than the minimum fixed by an order of
4 the commission, shall be subject to a civil penalty as follows: for any initial
5 violation that is intentionally committed, one hundred dollars (\$100) for
6 each underpaid employee for each pay period for which the employee is
7 underpaid; and for each subsequent violation of the same offense, two
8 hundred fifty dollars (\$250) for each underpaid employee for each pay
9 period for which the employee is underpaid regardless of whether the
10 initial violation was intentionally committed.

11 116. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
12 penalty is not specifically provided, the following civil penalties are established: one hundred
13 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
14 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
15 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
16 violations of Labor Code provisions for which a civil penalty is not specifically provided,
17 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

18 117. PLAINTIFFS additionally seek reasonable attorney's fees and costs pursuant to
19 Labor Code § 2699(g)(1).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFFS, on behalf of themselves and all other AGGRIEVED
22 EMPLOYEES, pray for relief against DEFENDANTS as follows:

23 1. For civil penalties according to proof, including but not limited to all penalties
24 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

25 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
26 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
27 judgment interest;

28 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or

1 any other applicable provisions providing for attorney's fees and costs; and

2 4. For such further relief that the Court may deem just and proper.

3
4 DATED:

Respectfully submitted,

5 MATERN LAW GROUP, PC

6
7 By:

8 MATTHEW J. MATERN
9 MATTHEW W. GORDON
10 VANESSA M. RODRIGUEZ
11 Attorneys for Plaintiffs
12 PHELLIPPE CARRILLO, JACQUELINE
13 NELSON, NARKITA THOMAS, ANDREA
14 CRUZ, CLARIE TUPUOLA, ALMA
15 PIERRE, MARIA BRENDA DECENA,
16 CHRISTINA FALLS, ASHLEY SMITH,
17 IRENE MENDEZ DURAN, CHARLENE
18 AMEZCUA, CHEYENNE MITCHELL,
19 STEVEN GONZALES, ELLEN ANN
20 DUONG, LEKECIA DUKES, and JOSHUA
21 RUBIO FLORES on behalf of themselves
22 and all other aggrieved employees
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DATED:

MATERN LAW GROUP, PC

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,
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AMEZCUA, CHEYENNE MITCHELL,
STEVEN GONZALES, ELLEN ANN
DUONG, LEKECIA DUKES, and JOSHUA
RUBIO FLORES on behalf of themselves
and all other aggrieved employees

EXHIBIT A



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

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Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

August 8, 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

Shea Healthcare Center LLC
c/o PAUL HASTINGS LLP
Leslie L. Abbott, Esq.
Chris A. Jalian, Esq.
Shera Y. Kwak, Esq.
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Re: Notice Pursuant to California Labor Code § 2699.3

Employee: Joshua Rubio Flores

Employers: Shea Healthcare Center LLC

To Whom It May Concern:

This office represents Joshua Rubio Flores (“Mr. Flores”), who is directly employed by Shea Healthcare Center LLC (“Shea Healthcare”). 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. Flores alleges Shea Healthcare 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

MATERN LAW GROUP, PC

August 8, 2024

Page 2 of 9

action against Shea Healthcare in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Shea Healthcare. Enclosed please find a draft of Mr. Flores'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. Flores's demand for preservation and non-spoilation 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. Flores's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Shea Healthcare'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. Flores on behalf of himself and all other similarly-situated current and former non-exempt employees of Shea Healthcare 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 Shea Healthcare's failure to compensate its employees fully, as set forth above. In short, Shea Healthcare'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.

Mr. Flores 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. Shea Healthcare failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Mr. Flores’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. Shea Healthcare consistently failed to provide Mr. Flores and other aggrieved employees compliant meal breaks. Shea Healthcare also failed to inform Mr. Flores and other aggrieved employees that they were entitled to meal periods. Shea Healthcare gave Mr. Flores and other aggrieved employees too much work to perform to take timely meal breaks. Because Shea Healthcare was understaffed, Mr. Flores’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Shea Healthcare further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Mr. Flores 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. Flores 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. Shea Healthcare failed to authorize and permit its employees to take required rest periods. Specifically, Shea Healthcare maintained a policy or practice of not authorizing and permitting Mr. Flores 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. Shea Healthcare consistently failed to authorize and permit Mr. Flores and other similarly-situated individuals to take rest breaks. Because Shea Healthcare was understaffed, Mr. Flores's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Shea Healthcare expected Mr. Flores and other aggrieved employees to stop their rest breaks and assist their co-workers. When Mr. Flores and other aggrieved employees were able to take rest breaks, Shea Healthcare failed to authorize and permit Mr. Flores and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Shea Healthcare also required Mr. Flores and other aggrieved employees to remain on its premises during their rest breaks.

Shea Healthcare further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Mr. Flores 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. Flores 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. Shea Healthcare failed to pay Mr. Flores and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Flores and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Mr. Flores 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. Flores 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. Flores and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Mr. Flores and other aggrieved employees; failing to properly maintain Mr. Flores's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Mr. Flores and other aggrieved employees for each pay period; and other methods to be discovered.

Shea Healthcare'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. Flores 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. Shea Healthcare failed to compensate Mr. Flores 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. Flores and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Flores 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. Flores and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Flores and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Mr. Flores and other aggrieved employees; failing to properly maintain Mr. Flores's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Mr. Flores and other aggrieved employees for each pay period; and other methods to be discovered. Shea Healthcare also failed to calculate the regular rate of pay for overtime purposes for Mr. Flores and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, Shea Healthcare has refused to perform its obligations to compensate Mr. Flores and other aggrieved employees for all wages earned and all hours worked. Shea Healthcare'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.

Shea Healthcare failed to pay Mr. Flores and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Shea Healthcare required Mr. Flores and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Flores 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. Flores and other aggrieved employees to work through required meal breaks without compensation. Additionally, Shea Healthcare failed to pay Mr. Flores and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

Shea Healthcare also failed to pay Mr. Flores 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. Shea Healthcare knew it was required to pay overtime wages, yet on many occasions failed to pay Mr. Flores 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.

Shea Healthcare willfully failed to pay accrued wages and other compensation to Mr. Flores and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Shea Healthcare required Mr. Flores and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Flores 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. Flores 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, Shea Healthcare failed and continues to fail to pay the full earned and unpaid wages due to Mr. Flores 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.

Shea Healthcare failed to provide Mr. Flores 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. Flores 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, Shea Healthcare had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Shea Healthcare 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. Flores 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, Shea Healthcare had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Mr. Flores 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 Shea Healthcare knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Mr. Flores 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). Shea Healthcare also did not properly calculate the regular rate of pay of Mr. Flores and other aggrieved employees, as explained above. As a result, Mr. Flores'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. Shea Healthcare failed to indemnify Mr. Flores 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 Shea Healthcare, 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.

MATERN LAW GROUP, PC

August 8, 2024

Page 8 of 9

This notice is hereby given to Shea Healthcare 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 Shea Healthcare, 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.

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. Flores's reasonable attempt to settle his dispute with Shea Healthcare prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Shea Healthcare of Mr. Flores's aforementioned grievances and the proposed remedies as detailed below, while affording Shea Healthcare reasonable opportunity to meet Mr. Flores's demands.

Demand is hereby made that Shea Healthcare shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Shea Healthcare shall pay Mr. Flores and all other similarly-situated persons employed by Shea Healthcare at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. Shea Healthcare 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. Shea Healthcare 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. Shea Healthcare 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. Shea Healthcare also shall pay each employee one hour of pay at his or

MATERN LAW GROUP, PC

August 8, 2024

Page 9 of 9

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. Shea Healthcare shall reimburse those employees who were forced to pay for any business expenses incurred for Shea Healthcare benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Shea Healthcare 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.

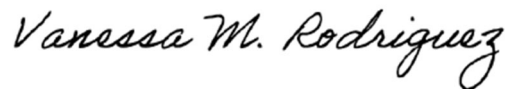
7. Shea Healthcare shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Shea Healthcare 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 Shea Healthcare require additional information regarding Mr. Flores's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Vanessa M. Rodriguez

Encl. [Draft] Complaint

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10 PHELLIPPE CARRILLO, JACQUELINE
11 NELSON, NARKITA THOMAS,
12 ANDREA CRUZ, CLARIE TUPUOLA,
13 ALMA PIERRE, MARIA BRENDA
14 DECENA, CHRISTINA FALLS, ASHLEY
15 SMITH, IRENE MENDEZ DURAN,
16 CHARLENE AMEZCUA, CHEYENNE
17 MITCHELL, STEVEN GONZALES,
18 ELLEN ANN DUONG, LEKECIA DUKES,
19 and JOSHUA RUBIO FLORES,
20 individually, and on behalf of all other
21 aggrieved employees

22
23 SUPERIOR COURT OF THE STATE OF CALIFORNIA
24
25 FOR THE COUNTY OF LOS ANGELES

26 PHELLIPPE CARRILLO, an individual, on
27 behalf of himself and all other aggrieved
28 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

CASE NO.: 20STCV44876

[Assigned for all purposes to the Honorable
Colin P. Leis, Dept. 74]

**[DRAFT] 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.

LONGWOOD MANAGEMENT LLC, a California limited liability company; ALDEN ENTERPRISES, LLC, a California limited liability company; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE CENTER LLC, a California limited liability company; 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; CHINO VALLEY REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California corporation; CRENSHAW NURSING HOME LLC, a California limited liability company; GREEN ACRES LODGE LLC, a California limited liability company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK HEALTHCARE LLC, a California limited liability company; LAUREL WELLNESS AND NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California corporation; LONGWOOD MANOR INVESTMENTS II 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 limited liability company; JRB INVESTMENTS LLC, a California limited liability company; PARK ANAHEIM HEALTH

CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE 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; ABILITY HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability company; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California limited liability company; VIEW PARK CONVALESCENT HOSPITAL LLC, a California limited liability company; CANOGA HEALTHCARE LLC, a California limited liability company; TZIPPY CARE LLC, a California limited liability company; HOSPICE CHEER, a California corporation; 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; CROFTON MANOR ASSOCIATES II LP, a California limited partnership; 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”), and CLARIE TUPUOLA (“PLAINTIFF
4 TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA BRENDA DECENA
5 (“PLAINTIFF DECENA”), CHRISTINA FALLS (“PLAINTIFF FALLS”), ASHLEY SMITH
6 (“PLAINTIFF SMITH”), IRENE MENDEZ DURAN (“PLAINTIFF DURAN”), CHARLENE
7 AMEZCUA (“PLAINTIFF AMEZCUA”), CHEYENNE MITCHELL (“PLAINTIFF
8 MITHCELL”); STEVEN GONZALES (“PLAINTIFF GONZALES”), ELLEN ANN DUONG
9 (“PLAINTIFF DUONG”), LEKECIA DUKES (“PLAINTIFF DUKES”) and JOSHUA RUBIO
10 FLORES (“PLAINTIFF FLORES” and collectively with PLAINTIFF CARRILLO, PLAINTIFF
11 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
12 PIERRE, PLAINTIFF DECENA, PLAINTIFF FALLS, PLAINTIFF SMITH, PLAINTIFF
13 DURAN, PLAINTIFF AMEZCUA, PLAINTIFF MITCHELL, PLAINTIFF GONZALES,
14 PLAINTIFF DUONG, and PLAINTIFF DUKES as “PLAINTIFFS”), on behalf of themselves
15 and all other current and former non-exempt employees of DEFENDANTS (as defined in
16 Paragraph 1 below) who worked for DEFENDANTS in the State of California at any time during
17 the relevant 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 LONGWOOD MANAGEMENT LLC,
21 a California limited liability company; ALDEN ENTERPRISES LLC, a California limited liability
22 company; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR
23 CARE CENTER LLC, a California limited liability company; BURBANK HEALTHCARE LLC, a
24 California limited liability company; BURLINGTON CONVALESCENT HOSPITAL LLC, a
25 California limited liability company; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a
26 California limited liability company; CASA BONITA CONVALESCENT HOSPITAL LLC, a
27 California limited liability company; CHINO VALLEY REHABILITATION CENTER LLC, a
28 California limited liability company; COLONIAL CARE CENTER, INC., a California corporation;

1 COVINA CARE CENTER, INC., a California corporation; CRENSHAW NURSING HOME LLC,
2 a California limited liability company; GREEN ACRES LODGE LLC, a California limited liability
3 company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL
4 CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK
5 HEALTHCARE LLC, a California limited liability company; LAUREL WELLNESS AND
6 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
7 a California corporation; LONGWOOD MANOR INVESTMENTS II LP, a California limited
8 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California limited
9 liability company; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
10 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER LLC, a
11 California limited liability company; JRB INVESTMENTS LLC, a California limited liability
12 company; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability company; PICO
13 RIVERA HEALTHCARE LLC, a California limited liability company; SAN GABRIEL
14 CONVALESCENT CENTER LLC, a California limited liability company; SHEA
15 HEALTHCARE CENTER LLC, a California limited liability company; ABILITY HOMECARE,
16 INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability
17 company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability
18 company; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California limited liability
19 company; VIEW PARK CONVALESCENT HOSPITAL LLC, a California limited liability
20 company; CANOGA HEALTHCARE LLC, a California limited liability company; TZIPPY
21 CARE LLC, a California limited liability company; HOSPICE CHEER, a California corporation;
22 IRA DAVID ENTERPRISES LLC, a California limited liability company; ADF INVESTMENTS
23 LLC, a California limited liability company; SAN DIMAS RETIREMENT CENTER LLC, a
24 California limited liability company; CROFTON MANOR ASSOCIATES II LP, a California
25 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
26 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
27 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
28 pay all wages due to discharged or quitting employees, failure to maintain required records,

1 failure to provide accurate itemized wage statements, failure to timely pay wages during
2 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
3 discharging their duties.

4 **JURISDICTION AND VENUE**

5 2. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens
7 and residents of, and/or regularly conduct business in, California. Further, no federal question is
8 at issue because the claims are based solely on California law.

9 3. Venue is proper in this judicial district and the County of Los Angeles, California
10 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
11 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS' unlawful actions
12 and omissions, as set forth herein, occurred in the County of Los Angeles.

13 **PARTIES**

14 4. PLAINTIFFS are citizens and residents of the State of California. At times
15 material to this complaint, PLAINTIFFS were employed by DEFENDANTS in the State of
16 California as non-exempt employees.

17 5. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
18 MANAGEMENT LLC is, and at all times relevant hereto was, a limited liability company
19 organized and existing under the laws of the State of California. PLAINTIFFS are further
20 informed and believe, and thereon allege, that LONGWOOD MANAGEMENT LLC is
21 authorized to conduct business in the State of California, and does conduct business in the State
22 of California. Specifically, upon information and belief, LONGWOOD MANAGEMENT LLC
23 maintains offices and conducts business in the County of Los Angeles, State of California.

24 6. PLAINTIFFS are informed and believe, and thereon allege, that ALDEN
25 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
26 organized and existing under the laws of the State of California. PLAINTIFFS are further
27 informed and believe, and thereon allege, that ALDEN ENTERPRISES LLC is authorized to
28 conduct business in the State of California, and does conduct business in the State of California.

1 Specifically, upon information and belief, ALDEN ENTERPRISES LLC maintains offices and
2 conducts business in the County of Los Angeles, State of California.

3 7. PLAINTIFFS are informed and believe, and thereon allege, that ARTESIA
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that ARTESIA HEALTHCARE, INC. is authorized to conduct business in the
7 State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, ARTESIA HEALTHCARE, INC. maintains offices and conducts business
9 in the County of Los Angeles, State of California.

10 8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY
11 MANOR CARE 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 BROADWAY MANOR CARE CENTER
14 LLC is authorized to conduct business in the State of California, and does conduct business in the
15 State of California. Specifically, upon information and belief, BROADWAY MANOR CARE
16 CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of
17 California.

18 9. PLAINTIFFS are informed and believe, and thereon allege, that BURBANK
19 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
20 organized and existing under the laws of the State of California. PLAINTIFFS are further
21 informed and believe, and thereon allege, that BURBANK HEALTHCARE LLC is authorized to
22 conduct business in the State of California, and does conduct business in the State of California.
23 Specifically, upon information and belief, BURBANK HEALTHCARE LLC maintains offices
24 and conducts business in the County of Los Angeles, State of California.

25 10. PLAINTIFFS are informed and believe, and thereon allege, that BURLINGTON
26 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
27 company organized and existing under the laws of the State of California. PLAINTIFFS are
28 further informed and believe, and thereon allege, that BURLINGTON CONVALESCENT

1 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
2 business in the State of California. Specifically, upon information and belief, BURLINGTON
3 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
4 Los Angeles, State of California.

5 11. PLAINTIFFS are informed and believe, and thereon allege, that
6 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC is, and at all times relevant hereto was,
7 a limited liability company organized and existing under the laws of the State of California.
8 PLAINTIFFS are further informed and believe, and thereon allege, that
9 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, is authorized to conduct business in
10 the State of California, and does conduct business in the State of California. Specifically, upon
11 information and belief, NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, maintains
12 offices and conducts business in the County of Los Angeles, State of California.

13 12. PLAINTIFFS are informed and believe, and thereon allege, that CASA BONITA
14 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
15 company organized and existing under the laws of the State of California. PLAINTIFFS are
16 further informed and believe, and thereon allege, that CASA BONITA CONVALESCENT
17 HOSPITAL LLC, is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief, CASA BONITA
19 CONVALESCENT HOSPITAL LLC, maintains offices and conducts business in the County of
20 Los Angeles, State of California.

21 13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY
22 REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability
23 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
24 further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION
25 CENTER LLC is authorized to conduct business in the State of California, and does conduct
26 business in the State of California. Specifically, upon information and belief, CHINO VALLEY
27 REHABILITATION CENTER LLC maintains offices and conducts business in the County of
28 Los Angeles, State of California.

1 14. PLAINTIFFS are informed and believe, and thereon allege, that COLONIAL
2 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
3 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
4 and thereon allege, that COLONIAL CARE CENTER, INC. is authorized to conduct business in
5 the State of California, and does conduct business in the State of California. Specifically, upon
6 information and belief, COLONIAL CARE CENTER, INC. maintains offices and conducts
7 business in the County of Los Angeles, State of California.

8 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE
9 CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing
10 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
11 thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the
12 State of California, and does conduct business in the State of California. Specifically, upon
13 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
14 in the County of Los Angeles, State of California.

15 16. PLAINTIFFS are informed and believe, and thereon allege, that CRENSHAW
16 NURSING HOME LLC is, and at all times relevant hereto was, a company organized and
17 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
18 and thereon allege, that CRENSHAW NURSING HOME LLC is authorized to conduct business
19 in the State of California, and does conduct business in the State of California. Specifically, upon
20 information and belief, CRENSHAW NURSING HOME LLC maintains offices and conducts
21 business in the County of Los Angeles, State of California.

22 17. PLAINTIFFS are informed and believe, and thereon allege, that GREEN ACRES
23 LODGE LLC is, and at all times relevant hereto was, a limited liability company organized and
24 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
25 and thereon allege, that GREEN ACRES LODGE LLC is authorized to conduct business in the
26 State of California, and does conduct business in the State of California. Specifically, upon
27 information and belief, GREEN ACRES LODGE LLC maintains offices and conducts business in
28 the County of Los Angeles, State of California.

1 18. PLAINTIFFS are informed and believe, and thereon allege, that ICC
2 CONVALESCENT LLC is, and at all times relevant hereto was, a limited liability company
3 organized and existing under the laws of the State of California. PLAINTIFFS are further
4 informed and believe, and thereon allege, that ICC CONVALESCENT LLC is authorized to
5 conduct business in the State of California, and does conduct business in the State of California.
6 Specifically, upon information and belief, ICC CONVALESCENT LLC maintains offices and
7 conducts business in the County of Los Angeles, State of California.

8 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
9 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
10 liability corporation organized and existing under the laws of the State of California.
11 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
12 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and
13 does conduct business in the State of California. Specifically, upon information and belief,
14 IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in
15 the County of Los Angeles, State of California.

16 20. PLAINTIFFS are informed and believe, and thereon allege, that NORWALK
17 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
18 organized and existing under the laws of the State of California. PLAINTIFFS are further
19 informed and believe, and thereon allege, that NORWALK HEALTHCARE LLC is authorized to
20 conduct business in the State of California, and does conduct business in the State of California.
21 Specifically, upon information and belief, NORWALK HEALTHCARE LLC maintains offices
22 and conducts business in the County of Los Angeles, State of California.

23 21. PLAINTIFFS are informed and believe, and thereon allege, that LAUREL
24 WELLNESS AND NURSING CENTER, LLC is, and at all times relevant hereto was, a limited
25 liability corporation organized and existing under the laws of the State of California.
26 PLAINTIFFS are further informed and believe, and thereon allege, that LAUREL WELLNESS
27 AND NURSING CENTER, LLC is authorized to conduct business in the State of California, and
28 does conduct business in the State of California. Specifically, upon information and belief,

1 LAUREL WELLNESS AND NURSING CENTER, LLC maintains offices and conducts
2 business in the County of Los Angeles, State of California.

3 22. PLAINTIFFS are informed and believe, and thereon allege, that S.G.V.
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that S.G.V. HEALTHCARE, INC. is authorized to conduct business in the
7 State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, S.G.V. HEALTHCARE, INC. maintains offices and conducts business in
9 the County of Los Angeles, State of California.

10 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
11 MANOR INVESTMENTS II LP is, and at all times relevant hereto was, a limited partnership
12 organized and existing under the laws of the State of California. PLAINTIFFS are further
13 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS II LP 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, LONGWOOD MANOR
16 INVESTMENTS II LP maintains offices and conducts business in the County of Los Angeles,
17 State of California.

18 24. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA
19 GARDENS CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a
20 limited liability company organized and existing under the laws of the State of California.
21 PLAINTIFFS are further informed and believe, and thereon allege, that MAGNOLIA GARDENS
22 CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California,
23 and does conduct business in the State of California. Specifically, upon information and belief,
24 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC maintains offices and conducts
25 business in the County of Los Angeles, State of California.

26 25. PLAINTIFFS are informed and believe, and thereon allege, that MONTEREY
27 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that MONTEREY CARE CENTER, INC. is authorized to conduct business in
2 the State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, MONTEREY CARE CENTER, INC. maintains offices and conducts
4 business in the County of Los Angeles, State of California.

5 26. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE
6 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
7 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
8 and thereon allege, that MONTROSE HEALTHCARE, INC. is authorized to conduct business in
9 the State of California, and does conduct business in the State of California. Specifically, upon
10 information and belief, MONTROSE HEALTHCARE, INC. maintains offices and conducts
11 business in the County of Los Angeles, State of California.

12 27. PLAINTIFFS are informed and believe, and thereon allege, that NORTHRIDGE
13 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability company
14 organized and existing under the laws of the State of California. PLAINTIFFS are further
15 informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is
16 authorized to conduct business in the State of California, and does conduct business in the State
17 of California. Specifically, upon information and belief, NORTHRIDGE CARE CENTER LLC
18 maintains offices and conducts business in the County of Los Angeles, State of California.

19 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
20 INVESTMENTS LLC is, and at all times relevant hereto was, a limited liability company
21 organized and existing under the laws of the State of California. PLAINTIFFS are further
22 informed and believe, and thereon allege, that JRB INVESTMENTS LLC is authorized to
23 conduct business in the State of California, and does conduct business in the State of California.
24 Specifically, upon information and belief, JRB INVESTMENTS LLC maintains offices and
25 conducts business in the County of Los Angeles, State of California.

26 29. PLAINTIFFS are informed and believe, and thereon allege, that PARK
27 ANAHEIM HEALTH CARE, LLC is, and at all times relevant hereto was, a limited liability
28 corporation organized and existing under the laws of the State of California. PLAINTIFFS are

1 further informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC
2 is authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, PARK ANAHEIM HEALTH CARE,
4 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

5 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
6 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
7 organized and existing under the laws of the State of California. PLAINTIFFS are further
8 informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is authorized
9 to conduct business in the State of California, and does conduct business in the State of
10 California. Specifically, upon information and belief, PICO RIVERA HEALTHCARE LLC
11 maintains offices and conducts business in the County of Los Angeles, State of California.

12 31. PLAINTIFFS are informed and believe, and thereon allege, that SAN GABRIEL
13 CONVALESCENT CENTER LLC is, and at all times relevant hereto was, a limited liability
14 company organized and existing under the laws of the State of California. PLAINTIFFS are
15 further informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT
16 CENTER LLC is authorized to conduct business in the State of California, and does conduct
17 business in the State of California. Specifically, upon information and belief, SAN GABRIEL
18 CONVALESCENT CENTER LLC maintains offices and conducts business in the County of Los
19 Angeles, State of California.

20 32. PLAINTIFFS are informed and believe, and thereon allege, that SHEA
21 HEALTHCARE CENTER LLC is, and at all times relevant hereto was, a limited liability
22 company organized and existing under the laws of the State of California. PLAINTIFFS are
23 further informed and believe, and thereon allege, that SHEA HEALTHCARE CENTER LLC is
24 authorized to conduct business in the State of California, and does conduct business in the State
25 of California. Specifically, upon information and belief, SHEA HEALTHCARE CENTER LLC
26 maintains offices and conducts business in the County of Los Angeles, State of California.

27 33. PLAINTIFFS are informed and believe, and thereon allege, that ABILITY
28 HOMECARE, INC. is, and at all times relevant hereto was, a corporation organized and existing

1 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
2 thereon allege, that ABILITY HOMECARE, INC. is authorized to conduct business in the State
3 of California, and does conduct business in the State of California. Specifically, upon
4 information and belief, ABILITY HOMECARE, INC. maintains offices and conducts business in
5 the County of Los Angeles, State of California.

6 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
7 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
8 organized and existing under the laws of the State of California. PLAINTIFFS are further
9 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
10 authorized to conduct business in the State of California, and does conduct business in the State
11 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC
12 maintains offices and conducts business in the County of Los Angeles, State of California.

13 35. PLAINTIFFS are informed and believe, and thereon allege, that STUDIO CITY
14 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
15 company organized and existing under the laws of the State of California. PLAINTIFFS are
16 further informed and believe, and thereon allege, that STUDIO CITY CONVALESCENT
17 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief, STUDIO CITY
19 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
20 Los Angeles, State of California.

21 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
22 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
23 company organized and existing under the laws of the State of California. PLAINTIFFS are
24 further informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT
25 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
26 business in the State of California. Specifically, upon information and belief, SUNNYVIEW
27 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
28 Los Angeles, State of California.

1 37. PLAINTIFFS are informed and believe, and thereon allege, that VIEW PARK
2 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
3 company organized and existing under the laws of the State of California. PLAINTIFFS are
4 further informed and believe, and thereon allege, that VIEW PARK CONVALESCENT
5 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
6 business in the State of California. Specifically, upon information and belief, VIEW PARK
7 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
8 Los Angeles, State of California.

9 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
10 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that CANOGA HEALTHCARE LLC is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, upon information and belief, CANOGA HEALTHCARE LLC maintains offices and
15 conducts business in the County of Los Angeles, State of California.

16 39. PLAINTIFFS are informed and believe, and thereon allege, that TZIPPY CARE
17 LLC is, and at all times relevant hereto was, a limited liability company organized and existing
18 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
19 thereon allege, that TZIPPY CARE LLC is authorized to conduct business in the State of
20 California, and does conduct business in the State of California. Specifically, upon information
21 and belief, TZIPPY CARE LLC maintains offices and conducts business in the County of Los
22 Angeles, State of California.

23 40. PLAINTIFFS are informed and believe, and thereon allege, that HOSPICE
24 CHEER is, and at all times relevant hereto was, a corporation organized and existing under the
25 laws of the State of California. PLAINTIFFS are further informed and believe, and thereon
26 allege, that HOSPICE CHEER is authorized to conduct business in the State of California, and
27 does conduct business in the State of California. Specifically, upon information and belief,
28 HOSPICE CHEER maintains offices and conducts business in the County of Los Angeles, State

1 of California.

2 41. PLAINTIFFS are informed and believe, and thereon allege, that IRA DAVID
3 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
4 organized and existing under the laws of the State of California. PLAINTIFFS are further
5 informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is authorized to
6 conduct business in the State of California, and does conduct business in the State of California.
7 Specifically, upon information and belief, IRA DAVID ENTERPRISES LLC maintains offices
8 and conducts business in the County of Los Angeles, State of California.

9 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
10 INVESTMENTS LLC is, and at all times relevant hereto was, a limited liability company
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that ADF INVESTMENTS LLC is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, upon information and belief, ADF INVESTMENTS LLC maintains offices and
15 conducts business in the County of Los Angeles, State of California.

16 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
17 RETIREMENT CENTER LLC is, and at all times relevant hereto was, a limited liability company
18 organized and existing under the laws of the State of California. PLAINTIFFS are further
19 informed and believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER LLC is
20 authorized to conduct business in the State of California, and does conduct business in the State
21 of California. Specifically, upon information and belief, SAN DIMAS RETIREMENT CENTER
22 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

23 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
24 MANOR ASSOCIATES II LP is, and at all times relevant hereto was, a limited partnership
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES II LP is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, CROFTON MANOR ASSOCIATES II

1 LP maintains offices and conducts business in the County of Los Angeles, State of California.

2 45. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
3 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious
4 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
5 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
6 that PLAINTIFFS and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged
7 herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFFS will
8 seek leave of the court to amend this complaint to allege the true names and capacities of such
9 DOE defendants when ascertained.

10 46. At all relevant times herein, DEFENDANTS were the joint employers of
11 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,
12 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,
13 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
14 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
15 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
16 co-defendant, and each was the alter ego of the other.

17 47. Upon information and belief, at all relevant times herein, DEFENDANTS had an
18 interrelation of operations, common management, centralized control of labor relations, and
19 common ownership and financial control.

20 48. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
21 MANAGEMENT LLC was the parent corporation of and exercised financial control over
22 Defendants ALDEN ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.; BROADWAY
23 MANOR CARE CENTER LLC; BURBANK HEALTHCARE LLC; BURLINGTON
24 CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC;
25 CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION
26 CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA CARE CENTER, INC.;
27 CRENSHAW NURSING HOME LLC; GREEN ACRES LODGE LLC; ICC CONVALESCENT
28 LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC;

1 LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.;
2 LONGWOOD MANOR INVESTMENTS II LP; MAGNOLIA GARDENS CONVALESCENT
3 HOSPITAL LLC; MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.;
4 NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTS LLC; PARK ANAHEIM HEALTH
5 CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT
6 CENTER LLC; SHEA HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.;
7 COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC;
8 SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT
9 HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER;
10 IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT
11 CENTER LLC; and CROFTON MANOR ASSOCIATES II LP.

12 49. Upon information and belief, DEFENDANTS exercised control over
13 PLAINTIFFS' and other AGGRIEVED EMPLOYEES' wages, hours, and working conditions
14 by, among other things, jointly creating, implementing, and enforcing uniform wage and hour
15 policies, practices, and procedures at all of their facilities, including, but not limited to the same
16 policies regarding meal periods and rest periods, the wages to be paid to PLAINTIFFS and other
17 AGGRIEVED EMPLOYEES, the hours to be worked by PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES, and the working conditions that PLAINTIFFS and other AGGRIEVED
19 EMPLOYEES would be subject to, such as off-the-clock work and meal and rest period policies
20 and practices that do not comply with California law.

21 50. Upon information and belief, at all relevant times herein, DEFENDANTS shared
22 common management employees, owners, officers, and directors; DEFENDANTS used the same
23 employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and
24 hour policies, practices, and procedures at all of their facilities, including, but not limited to the
25 same policies regarding hiring, firing, and training employees; DEFENDANTS used the same
26 employment application at all of their facilities; DEFENDANTS used the same new hire packets
27 and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other
28 AGGRIEVED EMPLOYEES to sign the same acknowledgments as part of PLAINTIFFS' and

1 other AGGRIEVED EMPLOYEES' onboarding process; and DEFENDANTS used the same
2 arbitration agreement at all of their facilities. Upon information and belief, at all relevant times
3 herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information
4 and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets.
5 Upon information and belief, at all relevant times herein, DEFENDANTS received goods and
6 services, such as medical supplies, from the same businesses. Upon information and belief, at all
7 relevant times herein, DEFENDANTS shared the same agents for service of process. Upon
8 information and belief, DEFENDANTS share the same legal counsel. Upon information and
9 belief, at all relevant times herein, DEFENDANTS shared the same medical provider network
10 and workers' compensation insurance. All DEFENDANTS shared the same corporate offices
11 located at 4032 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90010. All
12 DEFENDANTS share the same Chief Executive Officer and Chief Financial Officer, David
13 Friedman. All DEFENDANTS share the same Secretary, Aaron Friedman. All DEFENDANTS
14 share the same general counsel and agent for service of process, Douglas Loewy.

15 51. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
16 MANAGEMENT LLC provided administrative support services to Defendants ALDEN
17 ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE
18 CENTER LLC; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT
19 HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA
20 CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC;
21 COLONIAL CARE CENTER, INC.; COVINA CARE CENTER, INC.; CRENSHAW NURSING
22 HOME LLC; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST
23 HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS
24 AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR
25 INVESTMENTS II LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC;
26 MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE
27 CARE CENTER LLC; JRB INVESTMENTS LLC; PARK ANAHEIM HEALTH CARE, LLC;
28 PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC;

1 SHEA HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.; COLDWATER CARE
2 CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW
3 CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC;
4 CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID
5 ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER
6 LLC; and CROFTON MANOR ASSOCIATES II LP. Upon information and belief, such
7 administrative support services included, but were not limited to, bookkeeping and accounting,
8 billing and collections, property maintenance, human resources, and legal consulting.

9 52. Upon information and belief, at all relevant times herein, DEFENDANTS had
10 such a unity of interest and ownership that their separate personalities no longer exist. An
11 inequitable result would follow if Defendant LONGWOOD MANAGEMENT LLC was not held
12 liable for the acts of Defendants ALDEN ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.;
13 BROADWAY MANOR CARE CENTER, INC.; BURBANK HEALTHCARE LLC;
14 BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE
15 RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO
16 VALLEY REHABILITATION CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA
17 CARE CENTER, INC.; CRENSHAW NURSING HOME LLC; GREEN ACRES LODGE LLC;
18 ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC;
19 NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC;
20 S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS II LP; MAGNOLIA
21 GARDENS CONVALESCENT HOSPITAL LLC; MONTEREY CARE CENTER, INC.;
22 MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB
23 INVESTMENTS LLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA
24 HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA
25 HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.; COLDWATER CARE
26 CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW
27 CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC;
28 CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID

1 ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER
2 LLC; and CROFTON MANOR ASSOCIATES II LP.

3 53. Upon information and belief, at all relevant times herein, DEFENDANTS
4 exercised control over the wages, hours, and/or working conditions of PLAINTIFFS and other
5 AGGRIEVED EMPLOYEES.

6 54. Upon information and belief, at all relevant times herein, DEFENDANTS retained
7 or assumed a general right of control over the hiring, direction, supervision, discipline, discharge,
8 and day-to-day aspects of the working conditions of PLAINTIFFS and other AGGRIEVED
9 EMPLOYEES.

10 55. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
11 AGGRIEVED EMPLOYEES' hiring documents stated that PLAINTIFFS and other
12 AGGRIEVED EMPLOYEES were employees of Defendant LONGWOOD MANAGEMENT
13 LLC. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
14 AGGRIEVED EMPLOYEES' background check results were sent to Defendant LONGWOOD
15 MANAGEMENT LLC.

16 56. PLAINTIFF CARRILLO 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 CARRILLO'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 CARRILLO, pursuant to
22 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF CARRILLO was
23 directly employed by Defendant ARTESIA HEALTHCARE, INC.

24 57. PLAINTIFF NELSON worked for DEFENDANTS at their Burlington
25 Convalescent Hospital facility located at 845 S. Burlington Avenue, Los Angeles, California
26 90057. The entities listed on PLAINTIFF NELSON's earning statements were "FACILITIES
27 PAYROLL SERVICES BURLINGTON CONV HOSPITAL" and "BURLINGTON
28 CONVALESCENT HOSPITAL INC DBA BURLINGTON CONVALESCENT HOSPITAL."

1 The legal name of the hiring employer listed on the notice provided to PLAINTIFF NELSON,
2 pursuant to Labor Code § 2810.5, was “Burlington Convalescent Hospital, Inc.” Accordingly,
3 PLAINTIFF NELSON was directly employed by Defendant BURLINGTON CONVALESCENT
4 HOSPITAL LLC.

5 58. PLAINTIFF THOMAS worked for DEFENDANTS at their Crofton Manor Inn
6 facility located at 1950 E. 5th Street, Long Beach, California 90802. The entities listed on
7 PLAINTIFF THOMAS’ earning statements were “IRA DAVID ENTERPRISES, INC. DBA
8 CROFTON MANOR INN,” “Facilities Payroll Service Crofton Manor Inn,” “IRA DAVID
9 ENTERPRISES INC DBA CROFTON MANOR INN,” and “FACILITIES PAYROLL
10 SERVICES CROFTON MANOR INN.” The legal name of the hiring employer listed on the
11 notice provided to PLAINTIFF THOMAS, pursuant to Labor Code § 2810.5, was “Ira David
12 Enterprises, Inc..” Accordingly, PLAINTIFF THOMAS was directly employed by Defendant
13 IRA DAVID ENTERPRISES LLC.

14 59. PLAINTIFF CRUZ worked for DEFENDANTS at their California Healthcare &
15 Rehabilitation Center located at 6700 Sepulveda Boulevard, Van Nuys, California 91411. The
16 entities listed on PLAINTIFF CRUZ’s earning statements were “NORMANDIE WILSHIRE
17 RETIREMENT HOTEL, INC. DBA CALIFORNIA HEALTHCARE AND REHAB CENTER”
18 and “NORMANDIE WILSHIRE RETIREMENT HOTEL INC DBA CALIFORNIA
19 HEALTHCARE AND REHAB CENTER.” The legal name of the hiring employer listed on the
20 notice provided to PLAINTIFF CRUZ, pursuant to Labor Code § 2810.5, was
21 “Normandie/Wilshire Retirement Hotel, Inc.” Accordingly, PLAINTIFF CRUZ was directly
22 employed by Defendant NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC.

23 60. PLAINTIFF TUPUOLA worked for DEFENDANTS at their Huntington
24 Retirement Hotel facility located at 20920 Earl Street, Torrance, California 90503. The entity
25 listed on PLAINTIFF TUPUOLA’s earning statements was “ADF INVESTMENTS INC. DBA
26 HUNTINGTON RETIREMENT HOME.” The legal name of the hiring employer listed on the
27 notice provided to PLAINTIFF TUPUOLA, pursuant to Labor Code § 2810.5, was “ADF
28 Investments, Inc.” Accordingly, PLAINTIFF TUPUOLA was directly employed by Defendant

1 ADF INVESTMENTS LLC.

2 61. PLAINTIFF PIERRE worked for DEFENDANTS at their Studio City
3 Rehabilitation Center facility located at 11429 Ventura Boulevard, Studio City, California 91604.
4 The entities listed on PLAINTIFF PIERRE's earning statements were "STUDIO CITY
5 CONVALESCENT HOSPITAL DBA STUDIO CITY REHABILITATION CENTER," and
6 "FACILITIES PAYROLL SERVICES STUDIO CITY REHABILITATION CTR." The legal
7 name of the hiring employer listed on the notice provided to PLAINTIFF PIERRE, pursuant to
8 Labor Code § 2810.5, was "Studio City Convalescent Hospital, Inc." Accordingly, PLAINTIFF
9 PIERRE was directly employed by Defendants STUDIO CITY CONVALESCENT HOSPITAL
10 LLC, .

11 62. PLAINTIFF DECENA worked for DEFENDANTS at their Alameda Care Center
12 facility located at 925 W. Alameda Avenue, Burbank, California 91506. The entities listed on
13 PLAINTIFF DECENA's earning statements were "ARTESIA HEALTHCARE, INC DBA
14 ALAMEDA CARE CENTER," "ARTESIA HEALTHCARE INC DBA ALAMEDA CARE
15 CENTER," and "FACILITIES PAYROLL SERVICES ALAMEDA CARE CENTER." The legal
16 name of the hiring employer listed on the notice provided to PLAINTIFF DECENA, pursuant to
17 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF DECENA was
18 directly employed by Defendant ARTESIA HEALTHCARE, INC.

19 63. PLAINTIFF FALLS worked for DEFENDANTS at their Casa Bonita
20 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
21 The entity listed on PLAINTIFF FALLS' earning statements was "CASA BONITA
22 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL."
23 The legal name of the hiring employer listed on the notice provided to PLAINTIFF FALLS,
24 pursuant to Labor Code § 2810.5, was "CASA BONITA CONVALESCENT HOSPITAL."
25 Accordingly, PLAINTIFF FALLS was directly employed by Defendant CASA BONITA
26 CONVALESCENT HOSPITAL LLC

27 64. PLAINTIFF SMITH worked for DEFENDANTS at their San Dimas Retirement
28 Center facility located at 834 Arrow Hwy, San Dimas, California 91773. The entities listed on

1 PLAINTIFF SMITH's earning statements were "SAN DIMAS RETIREMENT CENTER INC.
2 DBA SAN DIMAS RETIREMENT CENTER" and "FACILITIES PAYROLL SERVICES SAN
3 DIMAS RETIREMENT CENTER." The legal name of the hiring employer listed on the notice
4 provided to PLAINTIFF SMITH, pursuant to Labor Code § 2810.5, was "San Dimas Retirement
5 Center, Inc." Accordingly, PLAINTIFF SMITH was directly employed by Defendant SAN
6 DIMAS RETIREMENT CENTER LLC.

7 65. PLAINTIFF DURAN worked for DEFENDANTS at their Burbank Healthcare &
8 Rehabilitation Center located at 1041 S. Main Street, Burbank California 91506. The entities
9 listed on PLAINTIFF DURAN's earning statements were "BURBANK HEALTHCARE INC.
10 DBA BURBANK HEALTHCARE AND REHAB CENTER," "BURBANK HEALTHCARE
11 INC DBA BURBANK HEALTHCARE AND REHAB CENTER," and "FACILITIES
12 PAYROLL SERVICES BURBANK HEALTHCARE & REHAB CTR." The legal name of the
13 hiring employer listed on the notice provided to PLAINTIFF DURAN, pursuant to Labor Code §
14 2810.5, was "Burbank Healthcare, Inc.." Accordingly, PLAINTIFF DURAN was directly
15 employed by Defendant BURBANK HEALTHCARE LLC.

16 66. PLAINTIFF AMEZCUA worked for DEFENDANTS at their Casa Bonita
17 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
18 The entities listed on PLAINTIFF AMEZCUA's earning statements were "CASA BONITA
19 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL," "
20 DBA CASA BONITA CONVALESCENT HOSPITAL," and "FACILITIES PAYROLL
21 SERVICES CASA BONITA CONV HOSPITAL." The legal name of the hiring employer listed
22 on the notice provided to PLAINTIFF AMEZCUA, pursuant to Labor Code § 2810.5, was "Casa
23 Bonita Convalescent Hospital, Inc." Accordingly, PLAINTIFF AMEZCUA was directly
24 employed by Defendant CASA BONITA CONVALESCENT HOSPITAL LLC.

25 67. PLAINTIFF MITCHELL worked for DEFENDANTS at their Imperial Care
26 Center facility located at 11441 Ventura Boulevard, Studio City, California 91604. The entities
27 listed on PLAINTIFF MITCHELL's earning statements were "ICC CONVALESCENT CORP
28 DBA IMPERIAL CARE CENTER" and "FACILITIES PAYROLL SERVICES IMPERIAL

1 CARE CENTER.” The legal name of the hiring employer listed on the notice provided to
2 PLAINTIFF MITCHELL, pursuant to Labor Code § 2810.5, was “ICC Convalescent Corp..”
3 Accordingly, PLAINTIFF MITCHELL was directly employed by Defendant ICC
4 CONVALESCENT LLC.

5 68. PLAINTIFF GONZALES worked for DEFENDANTS at their Magnolia Gardens
6 Convalescent Hospital located 17922 San Fernando Mission Blvd, Granada Hills, CA 91344. The
7 entity listed on PLAINTIFF GONZALES’s earning statements was “MAGNOLIA GARDENS
8 CONVALESCENT HOSPITAL INC. DBA MAGNOLIA GARDENS CONVALESCENT
9 HOSPITAL”. Accordingly, PLAINTIFF GONZALES was directly employed by Defendant
10 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC.

11 69. PLAINTIFF DUONG works for DEFENDANTS at their San Gabriel
12 Convalescent Center located 8035 Hill Dr, Rosemead, CA 91770. Accordingly, PLAINTIFF
13 DUONG was directly employed by Defendant SAN GABRIEL CONVALESCENT CENTER
14 LLC.

15 70. PLAINTIFF DUKES works for DEFENDANTS at their Imperial Crest Healthcare
16 Center located 11834 S Inglewood Ave, Hawthorne, CA 90250. Accordingly, PLAINTIFF
17 DUKES was directly employed by Defendant IMPERIAL CREST HEALTHCARE CENTER,
18 LLC.

19 71. PLAINTIFF FLORES works for DEFENDANTS at their Shea Healthcare Center
20 located 7716 S Pickering Ave in Whittier, California. Accordingly, PLAINTIFF FLORES was
21 directly employed by Defendant SHEA HEALTHCARE CENTER LLC.

22 72. Upon information and belief, DEFENDANTS jointly entered into a settlement
23 agreement with the Department of Justice for their alleged joint violation of the False Claims Act,
24 which included allegations of jointly submitting false claims to Medicare for rehabilitation therapy
25 services that were not reasonable or necessary. The settlement resolved allegations that Defendant
26 LONGWOOD MANAGEMENT LLC submitted false claims for rehabilitation therapy by engaging
27 in a systematic effort to increase Medicare billings. Defendant LONGWOOD MANAGEMENT
28 LLC allegedly knowingly submitted or caused the submission of false and fraudulent claims to

1 Medicare for medically unreasonable and unnecessary Ultra High levels of rehabilitation therapy
2 for Medicare Part A residents. Defendant LONGWOOD MANAGEMENT LLC allegedly
3 pressured therapists to increase the amount of therapy provided to patients to meet pre-planned
4 targets for Medicare revenue. The settlement covers conduct that occurred at facilities operated by
5 DEFENDANTS, including Defendants ARTESIA HEALTHCARE, INC., BURBANK
6 HEALTHCARE LLC, MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC,
7 MONTROSE HEALTHCARE, INC., ABILITY HOMECARE, INC., CANOGA HEALTHCARE
8 LLC, BURLINGTON CONVALESCENT HOSPITAL LLC, CHINO VALLEY
9 REHABILITATION CENTER LLC, COLONIAL CARE CENTER, INC., COVINA CARE
10 CENTER, INC., CRENSHAW NURSING HOME LLC, GREEN ACRES LODGE LLC, ICC
11 CONVALESCENT LLC, IMPERIAL CREST HEALTHCARE CENTER, LLC, LAUREL
12 WELLNESS AND NURSING CENTER, LLC, S.G.V. HEALTHCARE, INC., LONGWOOD
13 MANOR INVESTMENTS II LP, MONTEREY CARE CENTER, INC., NORWALK
14 HEALTHCARE LLC, PARK ANAHEIM HEALTH CARE, LLC, PICO RIVERA
15 HEALTHCARE LLC, SAN GABRIEL CONVALESCENT CENTER LLC, SHEA
16 HEALTHCARE CENTER LLC, STUDIO CITY CONVALESCENT HOSPITAL LLC,
17 SUNNYVIEW CONVALESCENT HOSPITAL LLC, VIEW PARK CONVALESCENT
18 HOSPITAL LLC, and TZIPPY CARE LLC. A true and correct copy of a Department of Justice
19 press release regarding DEFENDANTS' settlement is attached hereto as **Exhibit A**.

20 73. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
21 were employed by DEFENDANTS under employment agreements that were partly written, partly
22 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
23 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
24 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
25 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
26 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
27 rest period premium payments; failing to properly maintain records; failing to provide accurate
28 itemized statements for each pay period; failing to timely pay wages during employment; failing

1 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
2 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
3 violation of the California Labor Code (“Labor Code”) and the applicable Industrial Welfare
4 Commission (“IWC”) Wage Order.

5 74. PLAINTIFFS are informed and believe, and thereon allege, that each and every
6 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
7 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
8 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
9 and scope of said agency, employment and/or direction and control.

10 75. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
11 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
12 provision regulating minimum wages or hours and days of work in any order of the Industrial
13 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 76. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
16 Labor Code §§ 2698-2699.5, PLAINTIFFS bring this action on behalf of themselves and all
17 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
18 relevant statutory period.

19 77. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
20 online filing on April 14, 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 CARRILLO submitted the required \$75.00 filing fee to the
24 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark
25 date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF
26 CARRILLO that it intends to investigate the alleged violations. Pursuant to California Labor
27 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 CARRILLO has complied with all of the requirements set forth in
2 California Labor Code § 2699.3 to commence a representative action under PAGA.

3 78. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
4 online filing on June 22, 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 NELSON submitted the required \$75.00 filing fee to the
8 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
9 date of PLAINTIFF NELSON’s notice letter, the LWDA did not provide notice to PLAINTIFF
10 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
11 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
12 not counted as part of the time limited for the commencement of this civil action. Therefore,
13 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
14 Code § 2699.3 to commence a representative action under PAGA.

15 79. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
16 online filing on June 22, 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 THOMAS submitted the required \$75.00 filing fee to the
20 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
21 date of PLAINTIFF THOMAS’s notice letter, the LWDA did not provide notice to PLAINTIFF
22 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code
23 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
24 not counted as part of the time limited for the commencement of this civil action. Therefore,
25 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
26 Code § 2699.3 to commence a representative action under PAGA.

27 80. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
28 online filing on July 17, 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 CRUZ submitted the required \$75.00 filing fee to the LWDA
4 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
5 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
6 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
7 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
8 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
9 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
10 commence a representative action under PAGA.

11 81. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
12 online filing on July 17, 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 TUPUOLA submitted the required \$75.00 filing fee to the
16 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
17 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
18 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
19 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 TUPUOLA has complied with all of the requirements set forth in
22 California Labor Code § 2699.3 to commence a representative action under PAGA.

23 82. Pursuant to Labor Code § 2699.3, PLAINTIFF PIERRE 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 PIERRE 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 PIERRE's notice letter, the LWDA did not provide notice to
2 PLAINTIFF PIERRE 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 PIERRE has complied with all of the requirements set forth in California
6 Labor Code § 2699.3 to commence a representative action under PAGA.

7 83. Pursuant to Labor Code § 2699.3, PLAINTIFF DECENA gave written notice by
8 online filing on August 10, 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 DECENA submitted the required \$75.00 filing fee to the
12 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
13 postmark date of PLAINTIFF DECENA's notice letter, the LWDA did not provide notice to
14 PLAINTIFF DECENA 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 DECENA has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 84. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
20 online filing on August 10, 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 FALLS submitted the required \$75.00 filing fee to the
24 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
25 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
26 PLAINTIFF FALLS 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 FALLS has complied with all of the requirements set forth in California
2 Labor Code § 2699.3 to commence a representative action under PAGA.

3 85. Pursuant to Labor Code § 2699.3, PLAINTIFF SMITH gave written notice by
4 online filing on August 12, 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 SMITH submitted the required \$75.00 filing fee to the
8 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
9 postmark date of PLAINTIFF SMITH’s notice letter, the LWDA did not provide notice to
10 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
11 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
12 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
13 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
14 Labor Code § 2699.3 to commence a representative action under PAGA.

15 86. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
16 online filing on August 12, 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 DURAN submitted the required \$75.00 filing fee to the
20 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
21 postmark date of PLAINTIFF DURAN’s notice letter, the LWDA did not provide notice to
22 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California
23 Labor 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 DURAN has complied with all of the requirements set forth in California
26 Labor Code § 2699.3 to commence a representative action under PAGA.

27 87. Pursuant to Labor Code § 2699.3, PLAINTIFF AMEZCUA gave written notice by
28 online filing on August 18, 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 AMEZCUA submitted the required \$75.00 filing fee to the
4 LWDA on August 18, 2020. Within sixty-five (65) calendar days of the August 18, 2020
5 postmark date of PLAINTIFF AMEZCUA’s notice letter, the LWDA did not provide notice to
6 PLAINTIFF AMEZCUA that it intends to investigate the alleged violations. Pursuant to
7 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
8 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
9 civil action. Therefore, PLAINTIFF AMEZCUA has complied with all of the requirements set
10 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

11 88. Pursuant to Labor Code § 2699.3, PLAINTIFF MITCHELL gave written notice by
12 online filing on August 26, 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 MITCHELL submitted the required \$75.00 filing fee to the
16 LWDA on August 26, 2020. Within sixty-five (65) calendar days of the August 26, 2020
17 postmark date of PLAINTIFF MITCHELL’s notice letter, the LWDA did not provide notice to
18 PLAINTIFF MITCHELL that it intends to investigate the alleged violations. Pursuant to
19 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
20 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
21 civil action. Therefore, PLAINTIFF MITCHELL has complied with all of the requirements set
22 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

23 89. Pursuant to Labor Code § 2699.3, PLAINTIFFS GONZALES, DUONG, DUKES,
24 and FLORES gave written notice by online filing on August 8, 2024 to the California Labor and
25 Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the
26 specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated,
27 including the facts and theories to support the alleged violations. PLAINTIFFS GONZALES,
28 DUONG, DUKES, and FLORES submitted the required \$75.00 filing fee to the LWDA on

1 August 8, 2024. Within sixty-five (65) calendar days of the August 8, 2024 postmark date of
2 PLAINTIFFS GONZALES's, DUONG's, DUKES's, and FLORES's notice letter, the LWDA
3 did not provide notice to PLAINTIFFS GONZALES, DUONG, DUKES, and FLORES that it
4 intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the
5 sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as
6 part of the time limited for the commencement of this civil action. Therefore, PLAINTIFFS
7 GONZALES, DUONG, DUKES, and FLORES have complied with all of the requirements set
8 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

9 **FACTUAL ALLEGATIONS**

10 **Failure to Provide Required Meal Periods**

11 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

12 90. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
13 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
14 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
15 30-minute meal period, or to work through them, and have failed to otherwise provide the
16 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
17 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

18 91. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
19 Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
21 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
22 workday that a meal period was not provided.

23 **Failure to Provide Required Rest Periods**

24 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

25 92. At all times relevant herein, as part of DEFENDANTS' illegal policies and
26 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
27 to provide rest periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES as required under
28 Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

1 93. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
2 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
3 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
4 hour of compensation at each employee's regular rate of pay for each workday that a rest period
5 was not provided.

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

8 94. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
9 DEFENDANTS are required to compensate PLAINTIFFS and other AGGRIEVED
10 EMPLOYEES for all overtime, which is calculated at one and one-half (1 ½) times the regular
11 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
12 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
13 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
14 excess of eight (8) hours on the seventh consecutive day of work in any workweek.

15 95. PLAINTIFFS and other AGGRIEVED EMPLOYEES are current and former non-
16 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
17 and IWC Wage Order No. 5-2001. At times relevant herein, DEFENDANTS failed to
18 compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all overtime hours worked
19 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
20 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
21 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring,
22 suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the
23 clock; requiring, permitting or suffering PLAINTIFFS and other AGGRIEVED EMPLOYEES to
24 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and
25 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
26 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
27 failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records;
28 failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and

1 other methods to be discovered.

2 96. DEFENDANTS have knowingly and willfully refused to perform their obligations
3 to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all wages earned and all
4 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-
5 2001, § 3.

6 **Failure to Pay Minimum Wages**

7 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

8 97. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
9 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
10 worked in a payroll period is unlawful.

11 98. During the PENALTY PERIOD and in violation of California Labor Code §§
12 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
13 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
14 hours worked in a payroll period by, among other things: requiring, suffering or permitting
15 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
16 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
17 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
19 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
20 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

21 **Failure to Timely Pay Wages During Employment**

22 **[Cal. Labor Code § 204]**

23 99. Pursuant to California Labor Code § 204, for all labor performed between the 1st
24 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
25 employees between the 16th and 26th day of the month during which the labor was performed.
26 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
27 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
28 between the 1st and 10th day of the following calendar month. In addition, California Labor Code

1 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
2 no later than the payday of the next regular payroll period.

3 100. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
4 pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all the wages for labor performed by
5 the next regular payroll period as required by California Labor Code § 204.

6 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

7 **[Cal. Labor Code §§ 201, 202, 203]**

8 101. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
9 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
10 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
11 discharge are due and payable immediately.

12 102. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
13 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
14 employment, unless the employee provided 72 hours previous notice of his or her intention to
15 quit, in which case the employee is entitled to his or wages at the time of quitting.

16 103. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
17 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
18 employer is liable for waiting time penalties in the form of continued compensation to the
19 employee at the same rate for up to 30 workdays.

20 104. At times relevant herein, in violation of Labor Code §§ 201 and 202,
21 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
23 employment.

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

26 105. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
27 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
28 wage statements in writing showing each employee's gross wages earned, total hours worked, the

1 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
2 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
3 employee is paid, the name of the employee and only the last four digits of his or her social
4 security number or employee identification number, the name and address of the legal entity or
5 entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable
6 hourly rates in effect during each pay period and the corresponding number of hours worked at
7 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
8 2001 § 7.

9 106. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
10 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
11 wage statements in accordance with Labor Code § 226(a).

12 107. At times relevant herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
13 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
14 wage statements as PLAINTIFFS and other AGGRIEVED EMPLOYEES could not promptly
15 and easily determine from the wage statement alone one or more of the following: the gross
16 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
17 address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the
19 corresponding number of hours worked at each hourly rate.

20 **Failure to Maintain Required Records**

21 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

22 108. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive PLAINTIFFS and other AGGRIEVED EMPLOYEES of all wages earned
24 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
25 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but
26 not limited to the following records: total daily hours worked by each employee; applicable rates
27 of pay; all deductions; meal periods; time records showing when each employee begins and ends
28 each work period; and accurate itemized statements.

1 penalties from DEFENDANTS in a representative action for the violations set forth above,
2 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
3 512, 1174(d), 1194, 1197, 1198, and 2802.

4 115. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
5 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
6 provided, including but not limited to the following:

- 7 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
8 DEFENDANTS are subject to a civil penalty in the amount of one hundred
9 dollars (\$100) for the initial violation for each failure to pay each employee
10 and two hundred dollars (\$200) per employee for violations in subsequent
11 pay periods.
- 12 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
13 DEFENDANTS are subject to a civil penalty in the amount of two hundred
14 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
15 period where a violation occurs and one thousand dollars (\$1,000) per
16 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 17 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
18 on behalf of an employer who violates, or causes to be violated, a section
19 of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission," including Labor Code §§ 510
21 and 512, shall be subject to a civil penalty, in addition to any other penalty
22 provided by law, of fifty dollars (\$50) for initial violations for each
23 underpaid employee for each pay period for which the employee was
24 underpaid and one hundred dollars (\$100) for each subsequent violation for
25 each underpaid employee for each pay period for which the employee was
26 underpaid.
- 27 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
28 DEFENDANTS are subject to a civil penalty of five hundred dollars

1 (\$500).

2 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
3 paid to any employee a wage less than the minimum fixed by an order of
4 the commission, shall be subject to a civil penalty as follows: for any initial
5 violation that is intentionally committed, one hundred dollars (\$100) for
6 each underpaid employee for each pay period for which the employee is
7 underpaid; and for each subsequent violation of the same offense, two
8 hundred fifty dollars (\$250) for each underpaid employee for each pay
9 period for which the employee is underpaid regardless of whether the
10 initial violation was intentionally committed.

11 116. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
12 penalty is not specifically provided, the following civil penalties are established: one hundred
13 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
14 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
15 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
16 violations of Labor Code provisions for which a civil penalty is not specifically provided,
17 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

18 117. PLAINTIFFS additionally seek reasonable attorney's fees and costs pursuant to
19 Labor Code § 2699(g)(1).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFFS, on behalf of themselves and all other AGGRIEVED
22 EMPLOYEES, pray for relief against DEFENDANTS as follows:

23 1. For civil penalties according to proof, including but not limited to all penalties
24 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

25 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
26 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
27 judgment interest;

28 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or

1 any other applicable provisions providing for attorney's fees and costs; and

2 4. For such further relief that the Court may deem just and proper.

3
4 DATED:

Respectfully submitted,

5 MATERN LAW GROUP, PC

6
7 By:

8 MATTHEW J. MATERN
9 MATTHEW W. GORDON
10 VANESSA M. RODRIGUEZ
11 Attorneys for Plaintiffs
12 PHELLIPPE CARRILLO, JACQUELINE
13 NELSON, NARKITA THOMAS, ANDREA
14 CRUZ, CLARIE TUPUOLA, ALMA
15 PIERRE, MARIA BRENDA DECENA,
16 CHRISTINA FALLS, ASHLEY SMITH,
17 IRENE MENDEZ DURAN, CHARLENE
18 AMEZCUA, CHEYENNE MITCHELL,
19 STEVEN GONZALES, ELLEN ANN
20 DUONG, LEKECIA DUKES, and JOSHUA
21 RUBIO FLORES on behalf of themselves
22 and all other aggrieved employees
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DATED: _____ Respectfully submitted,

MATERN LAW GROUP, PC

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EXHIBIT A



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



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August 8, 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

Magnolia Gardens Convalescent Hospital LLC

c/o PAUL HASTINGS LLP

Leslie L. Abbott, Esq.

Chris A. Jalian, Esq.

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Re: Notice Pursuant to California Labor Code § 2699.3

Employee: Steven Gonzales

Employer: Magnolia Gardens Convalescent Hospital LLC

To Whom It May Concern:

This office represents Steven Gonzales (“Mr. Gonzales”), who was directly employed by Magnolia Gardens Convalescent Hospital LLC (“Magnolia Gardens”). 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. Gonzales alleges Magnolia Gardens 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 Magnolia Gardens in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies

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against Magnolia Gardens. Enclosed please find a draft of Mr. Gonzales'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. Gonzales's demand for preservation and non-spoilation 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. Gonzales's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Magnolia Gardens'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. Gonzales on behalf of himself and all other similarly-situated current and former non-exempt employees of Magnolia Gardens 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 Magnolia Gardens's failure to compensate its employees fully, as set forth above. In short, Magnolia Gardens'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.

Mr. Gonzales 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. Magnolia Gardens failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Mr. Gonzales’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. Magnolia Gardens consistently failed to provide Mr. Gonzales and other aggrieved employees compliant meal breaks. Magnolia Gardens also failed to inform Mr. Gonzales and other aggrieved employees that they were entitled to meal periods. Magnolia Gardens gave Mr. Gonzales and other aggrieved employees too much work to perform to take timely meal breaks. Because Magnolia Gardens was understaffed, Mr. Gonzales’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Magnolia Gardens further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Mr. Gonzales 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. Gonzales 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. Magnolia Gardens failed to authorize and permit its employees to take required rest periods. Specifically, Magnolia Gardens maintained a policy or practice of not authorizing and permitting Mr. Gonzales 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. Magnolia Gardens consistently failed to authorize and permit Mr. Gonzales and other similarly-situated individuals to take rest breaks. Because Magnolia Gardens was

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understaffed, Mr. Gonzales's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Magnolia Gardens expected Mr. Gonzales and other aggrieved employees to stop their rest breaks and assist their co-workers. When Mr. Gonzales and other aggrieved employees were able to take rest breaks, Magnolia Gardens failed to authorize and permit Mr. Gonzales and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Magnolia Gardens also required Mr. Gonzales and other aggrieved employees to remain on its premises during their rest breaks.

Magnolia Gardens further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Mr. Gonzales 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. Gonzales 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. Magnolia Gardens failed to pay Mr. Gonzales and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Gonzales and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Mr. Gonzales 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. Gonzales 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. Gonzales and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Mr. Gonzales and other aggrieved employees; failing to properly maintain Mr. Gonzales's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Mr. Gonzales and other aggrieved employees for each pay period; and other methods to be discovered.

Magnolia Gardens'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. Gonzales 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. Magnolia Gardens failed to compensate Mr. Gonzales 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. Gonzales and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Gonzales 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. Gonzales and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Gonzales and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Mr. Gonzales and other aggrieved employees; failing to properly maintain Mr. Gonzales's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Mr. Gonzales and other aggrieved employees for each pay period; and other methods to be discovered. Magnolia Gardens also failed to calculate the regular rate of pay for overtime purposes for Mr. Gonzales and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, Magnolia Gardens has refused to perform its obligations to compensate Mr. Gonzales and other aggrieved employees for all wages earned and all hours worked. Magnolia Gardens'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.

Magnolia Gardens failed to pay Mr. Gonzales and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Magnolia Gardens required Mr. Gonzales and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Gonzales 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. Gonzales and other aggrieved employees to work through required meal breaks without compensation. Additionally, Magnolia Gardens failed to pay Mr. Gonzales 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.

Magnolia Gardens also failed to pay Mr. Gonzales 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. Magnolia Gardens knew it was required to pay overtime wages, yet on many occasions failed to pay Mr. Gonzales 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.

Magnolia Gardens willfully failed to pay accrued wages and other compensation to Mr. Gonzales and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Magnolia Gardens required Mr. Gonzales and other aggrieved employees to work off-the-clock, including but not limited to requiring Mr. Gonzales 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. Gonzales 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, Magnolia Gardens failed and continues to fail to pay the full earned and unpaid wages due to Mr. Gonzales 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.

Magnolia Gardens failed to provide Mr. Gonzales 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. Gonzales 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, Magnolia Gardens had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Magnolia Gardens 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. Gonzales 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, Magnolia Gardens had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Mr. Gonzales 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 Magnolia Gardens knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Mr. Gonzales 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). Magnolia Gardens also did not properly calculate the regular rate of pay of Mr. Gonzales and other aggrieved employees, as explained above. As a result, Mr. Gonzales'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. Magnolia Gardens failed to indemnify Mr. Gonzales 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 Magnolia Gardens, 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 Magnolia Gardens 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 Magnolia Gardens, or any related or alter-ego company, corporation, partnership,

MATERN LAW GROUP, PC

August 8, 2024

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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.

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. Gonzales's reasonable attempt to settle his dispute with Magnolia Gardens prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Magnolia Gardens of Mr. Gonzales's aforementioned grievances and the proposed remedies as detailed below, while affording Magnolia Gardens reasonable opportunity to meet Mr. Gonzales's demands.

Demand is hereby made that Magnolia Gardens shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Magnolia Gardens shall pay Mr. Gonzales and all other similarly-situated persons employed by Magnolia Gardens at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. Magnolia Gardens 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. Magnolia Gardens 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. Magnolia Gardens 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. Magnolia Gardens 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. Magnolia Gardens shall reimburse those employees who were forced to pay for any business expenses incurred for Magnolia Gardens benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.
6. Magnolia Gardens 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. Magnolia Gardens shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

MATERN LAW GROUP, PC

August 8, 2024

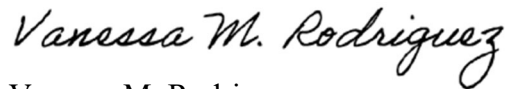
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8. Magnolia Gardens shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 210, 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 Magnolia Gardens require additional information regarding Mr. Gonzales's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

A handwritten signature in black ink that reads "Vanessa M. Rodriguez". The signature is written in a cursive, flowing style.

Vanessa M. Rodriguez

Encl. [Draft] Complaint

1 MATERN LAW GROUP, PC
2 MATTHEW J. MATERN (SBN 159798)
3 MATTHEW W. GORDON (SBN 267971)
4 VANESSA M. RODRIGUEZ (SBN 316382)
5 1230 Rosecrans Avenue, Suite 200
6 Manhattan Beach, California 90266
7 Telephone: (310) 531-1900
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9 Attorneys for Plaintiffs

10 PHELLIPPE CARRILLO, JACQUELINE
11 NELSON, NARKITA THOMAS,
12 ANDREA CRUZ, CLARIE TUPUOLA,
13 ALMA PIERRE, MARIA BRENDA
14 DECENA, CHRISTINA FALLS, ASHLEY
15 SMITH, IRENE MENDEZ DURAN,
16 CHARLENE AMEZCUA, CHEYENNE
17 MITCHELL, STEVEN GONZALES,
18 ELLEN ANN DUONG, LEKECIA DUKES,
19 and JOSHUA RUBIO FLORES,
20 individually, and on behalf of all other
21 aggrieved employees

22
23 SUPERIOR COURT OF THE STATE OF CALIFORNIA
24
25 FOR THE COUNTY OF LOS ANGELES

26 PHELLIPPE CARRILLO, an individual, on
27 behalf of himself and all other aggrieved
28 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

CASE NO.: 20STCV44876

[Assigned for all purposes to the Honorable
Colin P. Leis, Dept. 74]

**[DRAFT] 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.

LONGWOOD MANAGEMENT LLC, a California limited liability company; ALDEN ENTERPRISES, LLC, a California limited liability company; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE CENTER LLC, a California limited liability company; 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; CHINO VALLEY REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California corporation; CRENSHAW NURSING HOME LLC, a California limited liability company; GREEN ACRES LODGE LLC, a California limited liability company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK HEALTHCARE LLC, a California limited liability company; LAUREL WELLNESS AND NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California corporation; LONGWOOD MANOR INVESTMENTS II 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 limited liability company; JRB INVESTMENTS LLC, a California limited liability company; PARK ANAHEIM HEALTH

CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE 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; ABILITY HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability company; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California limited liability company; VIEW PARK CONVALESCENT HOSPITAL LLC, a California limited liability company; CANOGA HEALTHCARE LLC, a California limited liability company; TZIPPY CARE LLC, a California limited liability company; HOSPICE CHEER, a California corporation; 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; CROFTON MANOR ASSOCIATES II LP, a California limited partnership; 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”), and CLARIE TUPUOLA (“PLAINTIFF
4 TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA BRENDA DECENA
5 (“PLAINTIFF DECENA”), CHRISTINA FALLS (“PLAINTIFF FALLS”), ASHLEY SMITH
6 (“PLAINTIFF SMITH”), IRENE MENDEZ DURAN (“PLAINTIFF DURAN”), CHARLENE
7 AMEZCUA (“PLAINTIFF AMEZCUA”), CHEYENNE MITCHELL (“PLAINTIFF
8 MITHCELL”); STEVEN GONZALES (“PLAINTIFF GONZALES”), ELLEN ANN DUONG
9 (“PLAINTIFF DUONG”), LEKECIA DUKES (“PLAINTIFF DUKES”) and JOSHUA RUBIO
10 FLORES (“PLAINTIFF FLORES” and collectively with PLAINTIFF CARRILLO, PLAINTIFF
11 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
12 PIERRE, PLAINTIFF DECENA, PLAINTIFF FALLS, PLAINTIFF SMITH, PLAINTIFF
13 DURAN, PLAINTIFF AMEZCUA, PLAINTIFF MITCHELL, PLAINTIFF GONZALES,
14 PLAINTIFF DUONG, and PLAINTIFF DUKES as “PLAINTIFFS”), on behalf of themselves
15 and all other current and former non-exempt employees of DEFENDANTS (as defined in
16 Paragraph 1 below) who worked for DEFENDANTS in the State of California at any time during
17 the relevant 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 LONGWOOD MANAGEMENT LLC,
21 a California limited liability company; ALDEN ENTERPRISES LLC, a California limited liability
22 company; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR
23 CARE CENTER LLC, a California limited liability company; BURBANK HEALTHCARE LLC, a
24 California limited liability company; BURLINGTON CONVALESCENT HOSPITAL LLC, a
25 California limited liability company; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a
26 California limited liability company; CASA BONITA CONVALESCENT HOSPITAL LLC, a
27 California limited liability company; CHINO VALLEY REHABILITATION CENTER LLC, a
28 California limited liability company; COLONIAL CARE CENTER, INC., a California corporation;

1 COVINA CARE CENTER, INC., a California corporation; CRENSHAW NURSING HOME LLC,
2 a California limited liability company; GREEN ACRES LODGE LLC, a California limited liability
3 company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL
4 CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK
5 HEALTHCARE LLC, a California limited liability company; LAUREL WELLNESS AND
6 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
7 a California corporation; LONGWOOD MANOR INVESTMENTS II LP, a California limited
8 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California limited
9 liability company; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
10 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER LLC, a
11 California limited liability company; JRB INVESTMENTS LLC, a California limited liability
12 company; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability company; PICO
13 RIVERA HEALTHCARE LLC, a California limited liability company; SAN GABRIEL
14 CONVALESCENT CENTER LLC, a California limited liability company; SHEA
15 HEALTHCARE CENTER LLC, a California limited liability company; ABILITY HOMECARE,
16 INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability
17 company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability
18 company; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California limited liability
19 company; VIEW PARK CONVALESCENT HOSPITAL LLC, a California limited liability
20 company; CANOGA HEALTHCARE LLC, a California limited liability company; TZIPPY
21 CARE LLC, a California limited liability company; HOSPICE CHEER, a California corporation;
22 IRA DAVID ENTERPRISES LLC, a California limited liability company; ADF INVESTMENTS
23 LLC, a California limited liability company; SAN DIMAS RETIREMENT CENTER LLC, a
24 California limited liability company; CROFTON MANOR ASSOCIATES II LP, a California
25 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
26 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
27 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
28 pay all wages due to discharged or quitting employees, failure to maintain required records,

1 failure to provide accurate itemized wage statements, failure to timely pay wages during
2 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
3 discharging their duties.

4 **JURISDICTION AND VENUE**

5 2. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens
7 and residents of, and/or regularly conduct business in, California. Further, no federal question is
8 at issue because the claims are based solely on California law.

9 3. Venue is proper in this judicial district and the County of Los Angeles, California
10 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
11 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS' unlawful actions
12 and omissions, as set forth herein, occurred in the County of Los Angeles.

13 **PARTIES**

14 4. PLAINTIFFS are citizens and residents of the State of California. At times
15 material to this complaint, PLAINTIFFS were employed by DEFENDANTS in the State of
16 California as non-exempt employees.

17 5. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
18 MANAGEMENT LLC is, and at all times relevant hereto was, a limited liability company
19 organized and existing under the laws of the State of California. PLAINTIFFS are further
20 informed and believe, and thereon allege, that LONGWOOD MANAGEMENT LLC is
21 authorized to conduct business in the State of California, and does conduct business in the State
22 of California. Specifically, upon information and belief, LONGWOOD MANAGEMENT LLC
23 maintains offices and conducts business in the County of Los Angeles, State of California.

24 6. PLAINTIFFS are informed and believe, and thereon allege, that ALDEN
25 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
26 organized and existing under the laws of the State of California. PLAINTIFFS are further
27 informed and believe, and thereon allege, that ALDEN ENTERPRISES LLC is authorized to
28 conduct business in the State of California, and does conduct business in the State of California.

1 Specifically, upon information and belief, ALDEN ENTERPRISES LLC maintains offices and
2 conducts business in the County of Los Angeles, State of California.

3 7. PLAINTIFFS are informed and believe, and thereon allege, that ARTESIA
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that ARTESIA HEALTHCARE, INC. is authorized to conduct business in the
7 State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, ARTESIA HEALTHCARE, INC. maintains offices and conducts business
9 in the County of Los Angeles, State of California.

10 8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY
11 MANOR CARE 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 BROADWAY MANOR CARE CENTER
14 LLC is authorized to conduct business in the State of California, and does conduct business in the
15 State of California. Specifically, upon information and belief, BROADWAY MANOR CARE
16 CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of
17 California.

18 9. PLAINTIFFS are informed and believe, and thereon allege, that BURBANK
19 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
20 organized and existing under the laws of the State of California. PLAINTIFFS are further
21 informed and believe, and thereon allege, that BURBANK HEALTHCARE LLC is authorized to
22 conduct business in the State of California, and does conduct business in the State of California.
23 Specifically, upon information and belief, BURBANK HEALTHCARE LLC maintains offices
24 and conducts business in the County of Los Angeles, State of California.

25 10. PLAINTIFFS are informed and believe, and thereon allege, that BURLINGTON
26 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
27 company organized and existing under the laws of the State of California. PLAINTIFFS are
28 further informed and believe, and thereon allege, that BURLINGTON CONVALESCENT

1 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
2 business in the State of California. Specifically, upon information and belief, BURLINGTON
3 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
4 Los Angeles, State of California.

5 11. PLAINTIFFS are informed and believe, and thereon allege, that
6 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC is, and at all times relevant hereto was,
7 a limited liability company organized and existing under the laws of the State of California.
8 PLAINTIFFS are further informed and believe, and thereon allege, that
9 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, is authorized to conduct business in
10 the State of California, and does conduct business in the State of California. Specifically, upon
11 information and belief, NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, maintains
12 offices and conducts business in the County of Los Angeles, State of California.

13 12. PLAINTIFFS are informed and believe, and thereon allege, that CASA BONITA
14 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
15 company organized and existing under the laws of the State of California. PLAINTIFFS are
16 further informed and believe, and thereon allege, that CASA BONITA CONVALESCENT
17 HOSPITAL LLC, is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief, CASA BONITA
19 CONVALESCENT HOSPITAL LLC, maintains offices and conducts business in the County of
20 Los Angeles, State of California.

21 13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY
22 REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability
23 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
24 further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION
25 CENTER LLC is authorized to conduct business in the State of California, and does conduct
26 business in the State of California. Specifically, upon information and belief, CHINO VALLEY
27 REHABILITATION CENTER LLC maintains offices and conducts business in the County of
28 Los Angeles, State of California.

1 14. PLAINTIFFS are informed and believe, and thereon allege, that COLONIAL
2 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
3 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
4 and thereon allege, that COLONIAL CARE CENTER, INC. is authorized to conduct business in
5 the State of California, and does conduct business in the State of California. Specifically, upon
6 information and belief, COLONIAL CARE CENTER, INC. maintains offices and conducts
7 business in the County of Los Angeles, State of California.

8 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE
9 CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing
10 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
11 thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the
12 State of California, and does conduct business in the State of California. Specifically, upon
13 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
14 in the County of Los Angeles, State of California.

15 16. PLAINTIFFS are informed and believe, and thereon allege, that CRENSHAW
16 NURSING HOME LLC is, and at all times relevant hereto was, a company organized and
17 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
18 and thereon allege, that CRENSHAW NURSING HOME LLC is authorized to conduct business
19 in the State of California, and does conduct business in the State of California. Specifically, upon
20 information and belief, CRENSHAW NURSING HOME LLC maintains offices and conducts
21 business in the County of Los Angeles, State of California.

22 17. PLAINTIFFS are informed and believe, and thereon allege, that GREEN ACRES
23 LODGE LLC is, and at all times relevant hereto was, a limited liability company organized and
24 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
25 and thereon allege, that GREEN ACRES LODGE LLC is authorized to conduct business in the
26 State of California, and does conduct business in the State of California. Specifically, upon
27 information and belief, GREEN ACRES LODGE LLC maintains offices and conducts business in
28 the County of Los Angeles, State of California.

1 18. PLAINTIFFS are informed and believe, and thereon allege, that ICC
2 CONVALESCENT LLC is, and at all times relevant hereto was, a limited liability company
3 organized and existing under the laws of the State of California. PLAINTIFFS are further
4 informed and believe, and thereon allege, that ICC CONVALESCENT LLC is authorized to
5 conduct business in the State of California, and does conduct business in the State of California.
6 Specifically, upon information and belief, ICC CONVALESCENT LLC maintains offices and
7 conducts business in the County of Los Angeles, State of California.

8 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
9 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
10 liability corporation organized and existing under the laws of the State of California.
11 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
12 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and
13 does conduct business in the State of California. Specifically, upon information and belief,
14 IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in
15 the County of Los Angeles, State of California.

16 20. PLAINTIFFS are informed and believe, and thereon allege, that NORWALK
17 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
18 organized and existing under the laws of the State of California. PLAINTIFFS are further
19 informed and believe, and thereon allege, that NORWALK HEALTHCARE LLC is authorized to
20 conduct business in the State of California, and does conduct business in the State of California.
21 Specifically, upon information and belief, NORWALK HEALTHCARE LLC maintains offices
22 and conducts business in the County of Los Angeles, State of California.

23 21. PLAINTIFFS are informed and believe, and thereon allege, that LAUREL
24 WELLNESS AND NURSING CENTER, LLC is, and at all times relevant hereto was, a limited
25 liability corporation organized and existing under the laws of the State of California.
26 PLAINTIFFS are further informed and believe, and thereon allege, that LAUREL WELLNESS
27 AND NURSING CENTER, LLC is authorized to conduct business in the State of California, and
28 does conduct business in the State of California. Specifically, upon information and belief,

1 LAUREL WELLNESS AND NURSING CENTER, LLC maintains offices and conducts
2 business in the County of Los Angeles, State of California.

3 22. PLAINTIFFS are informed and believe, and thereon allege, that S.G.V.
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that S.G.V. HEALTHCARE, INC. is authorized to conduct business in the
7 State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, S.G.V. HEALTHCARE, INC. maintains offices and conducts business in
9 the County of Los Angeles, State of California.

10 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
11 MANOR INVESTMENTS II LP is, and at all times relevant hereto was, a limited partnership
12 organized and existing under the laws of the State of California. PLAINTIFFS are further
13 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS II LP 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, LONGWOOD MANOR
16 INVESTMENTS II LP maintains offices and conducts business in the County of Los Angeles,
17 State of California.

18 24. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA
19 GARDENS CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a
20 limited liability company organized and existing under the laws of the State of California.
21 PLAINTIFFS are further informed and believe, and thereon allege, that MAGNOLIA GARDENS
22 CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California,
23 and does conduct business in the State of California. Specifically, upon information and belief,
24 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC maintains offices and conducts
25 business in the County of Los Angeles, State of California.

26 25. PLAINTIFFS are informed and believe, and thereon allege, that MONTEREY
27 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that MONTEREY CARE CENTER, INC. is authorized to conduct business in
2 the State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, MONTEREY CARE CENTER, INC. maintains offices and conducts
4 business in the County of Los Angeles, State of California.

5 26. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE
6 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
7 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
8 and thereon allege, that MONTROSE HEALTHCARE, INC. is authorized to conduct business in
9 the State of California, and does conduct business in the State of California. Specifically, upon
10 information and belief, MONTROSE HEALTHCARE, INC. maintains offices and conducts
11 business in the County of Los Angeles, State of California.

12 27. PLAINTIFFS are informed and believe, and thereon allege, that NORTHRIDGE
13 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability company
14 organized and existing under the laws of the State of California. PLAINTIFFS are further
15 informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is
16 authorized to conduct business in the State of California, and does conduct business in the State
17 of California. Specifically, upon information and belief, NORTHRIDGE CARE CENTER LLC
18 maintains offices and conducts business in the County of Los Angeles, State of California.

19 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
20 INVESTMENTS LLC is, and at all times relevant hereto was, a limited liability company
21 organized and existing under the laws of the State of California. PLAINTIFFS are further
22 informed and believe, and thereon allege, that JRB INVESTMENTS LLC is authorized to
23 conduct business in the State of California, and does conduct business in the State of California.
24 Specifically, upon information and belief, JRB INVESTMENTS LLC maintains offices and
25 conducts business in the County of Los Angeles, State of California.

26 29. PLAINTIFFS are informed and believe, and thereon allege, that PARK
27 ANAHEIM HEALTH CARE, LLC is, and at all times relevant hereto was, a limited liability
28 corporation organized and existing under the laws of the State of California. PLAINTIFFS are

1 further informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC
2 is authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, PARK ANAHEIM HEALTH CARE,
4 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

5 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
6 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
7 organized and existing under the laws of the State of California. PLAINTIFFS are further
8 informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is authorized
9 to conduct business in the State of California, and does conduct business in the State of
10 California. Specifically, upon information and belief, PICO RIVERA HEALTHCARE LLC
11 maintains offices and conducts business in the County of Los Angeles, State of California.

12 31. PLAINTIFFS are informed and believe, and thereon allege, that SAN GABRIEL
13 CONVALESCENT CENTER LLC is, and at all times relevant hereto was, a limited liability
14 company organized and existing under the laws of the State of California. PLAINTIFFS are
15 further informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT
16 CENTER LLC is authorized to conduct business in the State of California, and does conduct
17 business in the State of California. Specifically, upon information and belief, SAN GABRIEL
18 CONVALESCENT CENTER LLC maintains offices and conducts business in the County of Los
19 Angeles, State of California.

20 32. PLAINTIFFS are informed and believe, and thereon allege, that SHEA
21 HEALTHCARE CENTER LLC is, and at all times relevant hereto was, a limited liability
22 company organized and existing under the laws of the State of California. PLAINTIFFS are
23 further informed and believe, and thereon allege, that SHEA HEALTHCARE CENTER LLC is
24 authorized to conduct business in the State of California, and does conduct business in the State
25 of California. Specifically, upon information and belief, SHEA HEALTHCARE CENTER LLC
26 maintains offices and conducts business in the County of Los Angeles, State of California.

27 33. PLAINTIFFS are informed and believe, and thereon allege, that ABILITY
28 HOMECARE, INC. is, and at all times relevant hereto was, a corporation organized and existing

1 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
2 thereon allege, that ABILITY HOMECARE, INC. is authorized to conduct business in the State
3 of California, and does conduct business in the State of California. Specifically, upon
4 information and belief, ABILITY HOMECARE, INC. maintains offices and conducts business in
5 the County of Los Angeles, State of California.

6 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
7 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
8 organized and existing under the laws of the State of California. PLAINTIFFS are further
9 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
10 authorized to conduct business in the State of California, and does conduct business in the State
11 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC
12 maintains offices and conducts business in the County of Los Angeles, State of California.

13 35. PLAINTIFFS are informed and believe, and thereon allege, that STUDIO CITY
14 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
15 company organized and existing under the laws of the State of California. PLAINTIFFS are
16 further informed and believe, and thereon allege, that STUDIO CITY CONVALESCENT
17 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief, STUDIO CITY
19 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
20 Los Angeles, State of California.

21 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
22 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
23 company organized and existing under the laws of the State of California. PLAINTIFFS are
24 further informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT
25 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
26 business in the State of California. Specifically, upon information and belief, SUNNYVIEW
27 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
28 Los Angeles, State of California.

1 37. PLAINTIFFS are informed and believe, and thereon allege, that VIEW PARK
2 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
3 company organized and existing under the laws of the State of California. PLAINTIFFS are
4 further informed and believe, and thereon allege, that VIEW PARK CONVALESCENT
5 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
6 business in the State of California. Specifically, upon information and belief, VIEW PARK
7 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
8 Los Angeles, State of California.

9 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
10 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that CANOGA HEALTHCARE LLC is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, upon information and belief, CANOGA HEALTHCARE LLC maintains offices and
15 conducts business in the County of Los Angeles, State of California.

16 39. PLAINTIFFS are informed and believe, and thereon allege, that TZIPPY CARE
17 LLC is, and at all times relevant hereto was, a limited liability company organized and existing
18 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
19 thereon allege, that TZIPPY CARE LLC is authorized to conduct business in the State of
20 California, and does conduct business in the State of California. Specifically, upon information
21 and belief, TZIPPY CARE LLC maintains offices and conducts business in the County of Los
22 Angeles, State of California.

23 40. PLAINTIFFS are informed and believe, and thereon allege, that HOSPICE
24 CHEER is, and at all times relevant hereto was, a corporation organized and existing under the
25 laws of the State of California. PLAINTIFFS are further informed and believe, and thereon
26 allege, that HOSPICE CHEER is authorized to conduct business in the State of California, and
27 does conduct business in the State of California. Specifically, upon information and belief,
28 HOSPICE CHEER maintains offices and conducts business in the County of Los Angeles, State

1 of California.

2 41. PLAINTIFFS are informed and believe, and thereon allege, that IRA DAVID
3 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
4 organized and existing under the laws of the State of California. PLAINTIFFS are further
5 informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is authorized to
6 conduct business in the State of California, and does conduct business in the State of California.
7 Specifically, upon information and belief, IRA DAVID ENTERPRISES LLC maintains offices
8 and conducts business in the County of Los Angeles, State of California.

9 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
10 INVESTMENTS LLC is, and at all times relevant hereto was, a limited liability company
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that ADF INVESTMENTS LLC is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, upon information and belief, ADF INVESTMENTS LLC maintains offices and
15 conducts business in the County of Los Angeles, State of California.

16 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
17 RETIREMENT CENTER LLC is, and at all times relevant hereto was, a limited liability company
18 organized and existing under the laws of the State of California. PLAINTIFFS are further
19 informed and believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER LLC is
20 authorized to conduct business in the State of California, and does conduct business in the State
21 of California. Specifically, upon information and belief, SAN DIMAS RETIREMENT CENTER
22 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

23 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
24 MANOR ASSOCIATES II LP is, and at all times relevant hereto was, a limited partnership
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES II LP is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, CROFTON MANOR ASSOCIATES II

1 LP maintains offices and conducts business in the County of Los Angeles, State of California.

2 45. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
3 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious
4 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
5 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
6 that PLAINTIFFS and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged
7 herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFFS will
8 seek leave of the court to amend this complaint to allege the true names and capacities of such
9 DOE defendants when ascertained.

10 46. At all relevant times herein, DEFENDANTS were the joint employers of
11 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,
12 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,
13 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
14 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
15 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
16 co-defendant, and each was the alter ego of the other.

17 47. Upon information and belief, at all relevant times herein, DEFENDANTS had an
18 interrelation of operations, common management, centralized control of labor relations, and
19 common ownership and financial control.

20 48. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
21 MANAGEMENT LLC was the parent corporation of and exercised financial control over
22 Defendants ALDEN ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.; BROADWAY
23 MANOR CARE CENTER LLC; BURBANK HEALTHCARE LLC; BURLINGTON
24 CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC;
25 CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION
26 CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA CARE CENTER, INC.;
27 CRENSHAW NURSING HOME LLC; GREEN ACRES LODGE LLC; ICC CONVALESCENT
28 LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC;

1 LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.;
2 LONGWOOD MANOR INVESTMENTS II LP; MAGNOLIA GARDENS CONVALESCENT
3 HOSPITAL LLC; MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.;
4 NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTS LLC; PARK ANAHEIM HEALTH
5 CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT
6 CENTER LLC; SHEA HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.;
7 COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC;
8 SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT
9 HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER;
10 IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT
11 CENTER LLC; and CROFTON MANOR ASSOCIATES II LP.

12 49. Upon information and belief, DEFENDANTS exercised control over
13 PLAINTIFFS' and other AGGRIEVED EMPLOYEES' wages, hours, and working conditions
14 by, among other things, jointly creating, implementing, and enforcing uniform wage and hour
15 policies, practices, and procedures at all of their facilities, including, but not limited to the same
16 policies regarding meal periods and rest periods, the wages to be paid to PLAINTIFFS and other
17 AGGRIEVED EMPLOYEES, the hours to be worked by PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES, and the working conditions that PLAINTIFFS and other AGGRIEVED
19 EMPLOYEES would be subject to, such as off-the-clock work and meal and rest period policies
20 and practices that do not comply with California law.

21 50. Upon information and belief, at all relevant times herein, DEFENDANTS shared
22 common management employees, owners, officers, and directors; DEFENDANTS used the same
23 employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and
24 hour policies, practices, and procedures at all of their facilities, including, but not limited to the
25 same policies regarding hiring, firing, and training employees; DEFENDANTS used the same
26 employment application at all of their facilities; DEFENDANTS used the same new hire packets
27 and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other
28 AGGRIEVED EMPLOYEES to sign the same acknowledgments as part of PLAINTIFFS' and

1 other AGGRIEVED EMPLOYEES' onboarding process; and DEFENDANTS used the same
2 arbitration agreement at all of their facilities. Upon information and belief, at all relevant times
3 herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information
4 and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets.
5 Upon information and belief, at all relevant times herein, DEFENDANTS received goods and
6 services, such as medical supplies, from the same businesses. Upon information and belief, at all
7 relevant times herein, DEFENDANTS shared the same agents for service of process. Upon
8 information and belief, DEFENDANTS share the same legal counsel. Upon information and
9 belief, at all relevant times herein, DEFENDANTS shared the same medical provider network
10 and workers' compensation insurance. All DEFENDANTS shared the same corporate offices
11 located at 4032 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90010. All
12 DEFENDANTS share the same Chief Executive Officer and Chief Financial Officer, David
13 Friedman. All DEFENDANTS share the same Secretary, Aaron Friedman. All DEFENDANTS
14 share the same general counsel and agent for service of process, Douglas Loewy.

15 51. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
16 MANAGEMENT LLC provided administrative support services to Defendants ALDEN
17 ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE
18 CENTER LLC; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT
19 HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA
20 CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC;
21 COLONIAL CARE CENTER, INC.; COVINA CARE CENTER, INC.; CRENSHAW NURSING
22 HOME LLC; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST
23 HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS
24 AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR
25 INVESTMENTS II LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC;
26 MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE
27 CARE CENTER LLC; JRB INVESTMENTS LLC; PARK ANAHEIM HEALTH CARE, LLC;
28 PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC;

1 SHEA HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.; COLDWATER CARE
2 CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW
3 CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC;
4 CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID
5 ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER
6 LLC; and CROFTON MANOR ASSOCIATES II LP. Upon information and belief, such
7 administrative support services included, but were not limited to, bookkeeping and accounting,
8 billing and collections, property maintenance, human resources, and legal consulting.

9 52. Upon information and belief, at all relevant times herein, DEFENDANTS had
10 such a unity of interest and ownership that their separate personalities no longer exist. An
11 inequitable result would follow if Defendant LONGWOOD MANAGEMENT LLC was not held
12 liable for the acts of Defendants ALDEN ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.;
13 BROADWAY MANOR CARE CENTER, INC.; BURBANK HEALTHCARE LLC;
14 BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE
15 RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO
16 VALLEY REHABILITATION CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA
17 CARE CENTER, INC.; CRENSHAW NURSING HOME LLC; GREEN ACRES LODGE LLC;
18 ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC;
19 NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC;
20 S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS II LP; MAGNOLIA
21 GARDENS CONVALESCENT HOSPITAL LLC; MONTEREY CARE CENTER, INC.;
22 MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB
23 INVESTMENTS LLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA
24 HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA
25 HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.; COLDWATER CARE
26 CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW
27 CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC;
28 CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID

1 ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER
2 LLC; and CROFTON MANOR ASSOCIATES II LP.

3 53. Upon information and belief, at all relevant times herein, DEFENDANTS
4 exercised control over the wages, hours, and/or working conditions of PLAINTIFFS and other
5 AGGRIEVED EMPLOYEES.

6 54. Upon information and belief, at all relevant times herein, DEFENDANTS retained
7 or assumed a general right of control over the hiring, direction, supervision, discipline, discharge,
8 and day-to-day aspects of the working conditions of PLAINTIFFS and other AGGRIEVED
9 EMPLOYEES.

10 55. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
11 AGGRIEVED EMPLOYEES' hiring documents stated that PLAINTIFFS and other
12 AGGRIEVED EMPLOYEES were employees of Defendant LONGWOOD MANAGEMENT
13 LLC. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
14 AGGRIEVED EMPLOYEES' background check results were sent to Defendant LONGWOOD
15 MANAGEMENT LLC.

16 56. PLAINTIFF CARRILLO 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 CARRILLO'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 CARRILLO, pursuant to
22 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF CARRILLO was
23 directly employed by Defendant ARTESIA HEALTHCARE, INC.

24 57. PLAINTIFF NELSON worked for DEFENDANTS at their Burlington
25 Convalescent Hospital facility located at 845 S. Burlington Avenue, Los Angeles, California
26 90057. The entities listed on PLAINTIFF NELSON's earning statements were "FACILITIES
27 PAYROLL SERVICES BURLINGTON CONV HOSPITAL" and "BURLINGTON
28 CONVALESCENT HOSPITAL INC DBA BURLINGTON CONVALESCENT HOSPITAL."

1 The legal name of the hiring employer listed on the notice provided to PLAINTIFF NELSON,
2 pursuant to Labor Code § 2810.5, was “Burlington Convalescent Hospital, Inc.” Accordingly,
3 PLAINTIFF NELSON was directly employed by Defendant BURLINGTON CONVALESCENT
4 HOSPITAL LLC.

5 58. PLAINTIFF THOMAS worked for DEFENDANTS at their Crofton Manor Inn
6 facility located at 1950 E. 5th Street, Long Beach, California 90802. The entities listed on
7 PLAINTIFF THOMAS’ earning statements were “IRA DAVID ENTERPRISES, INC. DBA
8 CROFTON MANOR INN,” “Facilities Payroll Service Crofton Manor Inn,” “IRA DAVID
9 ENTERPRISES INC DBA CROFTON MANOR INN,” and “FACILITIES PAYROLL
10 SERVICES CROFTON MANOR INN.” The legal name of the hiring employer listed on the
11 notice provided to PLAINTIFF THOMAS, pursuant to Labor Code § 2810.5, was “Ira David
12 Enterprises, Inc..” Accordingly, PLAINTIFF THOMAS was directly employed by Defendant
13 IRA DAVID ENTERPRISES LLC.

14 59. PLAINTIFF CRUZ worked for DEFENDANTS at their California Healthcare &
15 Rehabilitation Center located at 6700 Sepulveda Boulevard, Van Nuys, California 91411. The
16 entities listed on PLAINTIFF CRUZ’s earning statements were “NORMANDIE WILSHIRE
17 RETIREMENT HOTEL, INC. DBA CALIFORNIA HEALTHCARE AND REHAB CENTER”
18 and “NORMANDIE WILSHIRE RETIREMENT HOTEL INC DBA CALIFORNIA
19 HEALTHCARE AND REHAB CENTER.” The legal name of the hiring employer listed on the
20 notice provided to PLAINTIFF CRUZ, pursuant to Labor Code § 2810.5, was
21 “Normandie/Wilshire Retirement Hotel, Inc.” Accordingly, PLAINTIFF CRUZ was directly
22 employed by Defendant NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC.

23 60. PLAINTIFF TUPUOLA worked for DEFENDANTS at their Huntington
24 Retirement Hotel facility located at 20920 Earl Street, Torrance, California 90503. The entity
25 listed on PLAINTIFF TUPUOLA’s earning statements was “ADF INVESTMENTS INC. DBA
26 HUNTINGTON RETIREMENT HOME.” The legal name of the hiring employer listed on the
27 notice provided to PLAINTIFF TUPUOLA, pursuant to Labor Code § 2810.5, was “ADF
28 Investments, Inc.” Accordingly, PLAINTIFF TUPUOLA was directly employed by Defendant

1 ADF INVESTMENTS LLC.

2 61. PLAINTIFF PIERRE worked for DEFENDANTS at their Studio City
3 Rehabilitation Center facility located at 11429 Ventura Boulevard, Studio City, California 91604.
4 The entities listed on PLAINTIFF PIERRE's earning statements were "STUDIO CITY
5 CONVALESCENT HOSPITAL DBA STUDIO CITY REHABILITATION CENTER," and
6 "FACILITIES PAYROLL SERVICES STUDIO CITY REHABILITATION CTR." The legal
7 name of the hiring employer listed on the notice provided to PLAINTIFF PIERRE, pursuant to
8 Labor Code § 2810.5, was "Studio City Convalescent Hospital, Inc." Accordingly, PLAINTIFF
9 PIERRE was directly employed by Defendants STUDIO CITY CONVALESCENT HOSPITAL
10 LLC, .

11 62. PLAINTIFF DECENA worked for DEFENDANTS at their Alameda Care Center
12 facility located at 925 W. Alameda Avenue, Burbank, California 91506. The entities listed on
13 PLAINTIFF DECENA's earning statements were "ARTESIA HEALTHCARE, INC DBA
14 ALAMEDA CARE CENTER," "ARTESIA HEALTHCARE INC DBA ALAMEDA CARE
15 CENTER," and "FACILITIES PAYROLL SERVICES ALAMEDA CARE CENTER." The legal
16 name of the hiring employer listed on the notice provided to PLAINTIFF DECENA, pursuant to
17 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF DECENA was
18 directly employed by Defendant ARTESIA HEALTHCARE, INC.

19 63. PLAINTIFF FALLS worked for DEFENDANTS at their Casa Bonita
20 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
21 The entity listed on PLAINTIFF FALLS' earning statements was "CASA BONITA
22 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL."
23 The legal name of the hiring employer listed on the notice provided to PLAINTIFF FALLS,
24 pursuant to Labor Code § 2810.5, was "CASA BONITA CONVALESCENT HOSPITAL."
25 Accordingly, PLAINTIFF FALLS was directly employed by Defendant CASA BONITA
26 CONVALESCENT HOSPITAL LLC

27 64. PLAINTIFF SMITH worked for DEFENDANTS at their San Dimas Retirement
28 Center facility located at 834 Arrow Hwy, San Dimas, California 91773. The entities listed on

1 PLAINTIFF SMITH's earning statements were "SAN DIMAS RETIREMENT CENTER INC.
2 DBA SAN DIMAS RETIREMENT CENTER" and "FACILITIES PAYROLL SERVICES SAN
3 DIMAS RETIREMENT CENTER." The legal name of the hiring employer listed on the notice
4 provided to PLAINTIFF SMITH, pursuant to Labor Code § 2810.5, was "San Dimas Retirement
5 Center, Inc." Accordingly, PLAINTIFF SMITH was directly employed by Defendant SAN
6 DIMAS RETIREMENT CENTER LLC.

7 65. PLAINTIFF DURAN worked for DEFENDANTS at their Burbank Healthcare &
8 Rehabilitation Center located at 1041 S. Main Street, Burbank California 91506. The entities
9 listed on PLAINTIFF DURAN's earning statements were "BURBANK HEALTHCARE INC.
10 DBA BURBANK HEALTHCARE AND REHAB CENTER," "BURBANK HEALTHCARE
11 INC DBA BURBANK HEALTHCARE AND REHAB CENTER," and "FACILITIES
12 PAYROLL SERVICES BURBANK HEALTHCARE & REHAB CTR." The legal name of the
13 hiring employer listed on the notice provided to PLAINTIFF DURAN, pursuant to Labor Code §
14 2810.5, was "Burbank Healthcare, Inc.." Accordingly, PLAINTIFF DURAN was directly
15 employed by Defendant BURBANK HEALTHCARE LLC.

16 66. PLAINTIFF AMEZCUA worked for DEFENDANTS at their Casa Bonita
17 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
18 The entities listed on PLAINTIFF AMEZCUA's earning statements were "CASA BONITA
19 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL," "
20 DBA CASA BONITA CONVALESCENT HOSPITAL," and "FACILITIES PAYROLL
21 SERVICES CASA BONITA CONV HOSPITAL." The legal name of the hiring employer listed
22 on the notice provided to PLAINTIFF AMEZCUA, pursuant to Labor Code § 2810.5, was "Casa
23 Bonita Convalescent Hospital, Inc." Accordingly, PLAINTIFF AMEZCUA was directly
24 employed by Defendant CASA BONITA CONVALESCENT HOSPITAL LLC.

25 67. PLAINTIFF MITCHELL worked for DEFENDANTS at their Imperial Care
26 Center facility located at 11441 Ventura Boulevard, Studio City, California 91604. The entities
27 listed on PLAINTIFF MITCHELL's earning statements were "ICC CONVALESCENT CORP
28 DBA IMPERIAL CARE CENTER" and "FACILITIES PAYROLL SERVICES IMPERIAL

1 CARE CENTER.” The legal name of the hiring employer listed on the notice provided to
2 PLAINTIFF MITCHELL, pursuant to Labor Code § 2810.5, was “ICC Convalescent Corp..”
3 Accordingly, PLAINTIFF MITCHELL was directly employed by Defendant ICC
4 CONVALESCENT LLC.

5 68. PLAINTIFF GONZALES worked for DEFENDANTS at their Magnolia Gardens
6 Convalescent Hospital located 17922 San Fernando Mission Blvd, Granada Hills, CA 91344. The
7 entity listed on PLAINTIFF GONZALES’s earning statements was “MAGNOLIA GARDENS
8 CONVALESCENT HOSPITAL INC. DBA MAGNOLIA GARDENS CONVALESCENT
9 HOSPITAL”. Accordingly, PLAINTIFF GONZALES was directly employed by Defendant
10 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC.

11 69. PLAINTIFF DUONG works for DEFENDANTS at their San Gabriel
12 Convalescent Center located 8035 Hill Dr, Rosemead, CA 91770. Accordingly, PLAINTIFF
13 DUONG was directly employed by Defendant SAN GABRIEL CONVALESCENT CENTER
14 LLC.

15 70. PLAINTIFF DUKES works for DEFENDANTS at their Imperial Crest Healthcare
16 Center located 11834 S Inglewood Ave, Hawthorne, CA 90250. Accordingly, PLAINTIFF
17 DUKES was directly employed by Defendant IMPERIAL CREST HEALTHCARE CENTER,
18 LLC.

19 71. PLAINTIFF FLORES works for DEFENDANTS at their Shea Healthcare Center
20 located 7716 S Pickering Ave in Whittier, California. Accordingly, PLAINTIFF FLORES was
21 directly employed by Defendant SHEA HEALTHCARE CENTER LLC.

22 72. Upon information and belief, DEFENDANTS jointly entered into a settlement
23 agreement with the Department of Justice for their alleged joint violation of the False Claims Act,
24 which included allegations of jointly submitting false claims to Medicare for rehabilitation therapy
25 services that were not reasonable or necessary. The settlement resolved allegations that Defendant
26 LONGWOOD MANAGEMENT LLC submitted false claims for rehabilitation therapy by engaging
27 in a systematic effort to increase Medicare billings. Defendant LONGWOOD MANAGEMENT
28 LLC allegedly knowingly submitted or caused the submission of false and fraudulent claims to

1 Medicare for medically unreasonable and unnecessary Ultra High levels of rehabilitation therapy
2 for Medicare Part A residents. Defendant LONGWOOD MANAGEMENT LLC allegedly
3 pressured therapists to increase the amount of therapy provided to patients to meet pre-planned
4 targets for Medicare revenue. The settlement covers conduct that occurred at facilities operated by
5 DEFENDANTS, including Defendants ARTESIA HEALTHCARE, INC., BURBANK
6 HEALTHCARE LLC, MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC,
7 MONTROSE HEALTHCARE, INC., ABILITY HOMECARE, INC., CANOGA HEALTHCARE
8 LLC, BURLINGTON CONVALESCENT HOSPITAL LLC, CHINO VALLEY
9 REHABILITATION CENTER LLC, COLONIAL CARE CENTER, INC., COVINA CARE
10 CENTER, INC., CRENSHAW NURSING HOME LLC, GREEN ACRES LODGE LLC, ICC
11 CONVALESCENT LLC, IMPERIAL CREST HEALTHCARE CENTER, LLC, LAUREL
12 WELLNESS AND NURSING CENTER, LLC, S.G.V. HEALTHCARE, INC., LONGWOOD
13 MANOR INVESTMENTS II LP, MONTEREY CARE CENTER, INC., NORWALK
14 HEALTHCARE LLC, PARK ANAHEIM HEALTH CARE, LLC, PICO RIVERA
15 HEALTHCARE LLC, SAN GABRIEL CONVALESCENT CENTER LLC, SHEA
16 HEALTHCARE CENTER LLC, STUDIO CITY CONVALESCENT HOSPITAL LLC,
17 SUNNYVIEW CONVALESCENT HOSPITAL LLC, VIEW PARK CONVALESCENT
18 HOSPITAL LLC, and TZIPPY CARE LLC. A true and correct copy of a Department of Justice
19 press release regarding DEFENDANTS' settlement is attached hereto as **Exhibit A**.

20 73. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
21 were employed by DEFENDANTS under employment agreements that were partly written, partly
22 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
23 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
24 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
25 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
26 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
27 rest period premium payments; failing to properly maintain records; failing to provide accurate
28 itemized statements for each pay period; failing to timely pay wages during employment; failing

1 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
2 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
3 violation of the California Labor Code (“Labor Code”) and the applicable Industrial Welfare
4 Commission (“IWC”) Wage Order.

5 74. PLAINTIFFS are informed and believe, and thereon allege, that each and every
6 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
7 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
8 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
9 and scope of said agency, employment and/or direction and control.

10 75. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
11 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
12 provision regulating minimum wages or hours and days of work in any order of the Industrial
13 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 76. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
16 Labor Code §§ 2698-2699.5, PLAINTIFFS bring this action on behalf of themselves and all
17 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
18 relevant statutory period.

19 77. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
20 online filing on April 14, 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 CARRILLO submitted the required \$75.00 filing fee to the
24 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark
25 date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF
26 CARRILLO that it intends to investigate the alleged violations. Pursuant to California Labor
27 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 CARRILLO has complied with all of the requirements set forth in
2 California Labor Code § 2699.3 to commence a representative action under PAGA.

3 78. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
4 online filing on June 22, 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 NELSON submitted the required \$75.00 filing fee to the
8 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
9 date of PLAINTIFF NELSON’s notice letter, the LWDA did not provide notice to PLAINTIFF
10 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
11 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
12 not counted as part of the time limited for the commencement of this civil action. Therefore,
13 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
14 Code § 2699.3 to commence a representative action under PAGA.

15 79. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
16 online filing on June 22, 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 THOMAS submitted the required \$75.00 filing fee to the
20 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
21 date of PLAINTIFF THOMAS’s notice letter, the LWDA did not provide notice to PLAINTIFF
22 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code
23 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
24 not counted as part of the time limited for the commencement of this civil action. Therefore,
25 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
26 Code § 2699.3 to commence a representative action under PAGA.

27 80. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
28 online filing on July 17, 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 CRUZ submitted the required \$75.00 filing fee to the LWDA
4 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
5 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
6 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
7 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
8 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
9 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
10 commence a representative action under PAGA.

11 81. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
12 online filing on July 17, 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 TUPUOLA submitted the required \$75.00 filing fee to the
16 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
17 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
18 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
19 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 TUPUOLA has complied with all of the requirements set forth in
22 California Labor Code § 2699.3 to commence a representative action under PAGA.

23 82. Pursuant to Labor Code § 2699.3, PLAINTIFF PIERRE 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 PIERRE 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 PIERRE's notice letter, the LWDA did not provide notice to
2 PLAINTIFF PIERRE 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 PIERRE has complied with all of the requirements set forth in California
6 Labor Code § 2699.3 to commence a representative action under PAGA.

7 83. Pursuant to Labor Code § 2699.3, PLAINTIFF DECENA gave written notice by
8 online filing on August 10, 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 DECENA submitted the required \$75.00 filing fee to the
12 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
13 postmark date of PLAINTIFF DECENA's notice letter, the LWDA did not provide notice to
14 PLAINTIFF DECENA 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 DECENA has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 84. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
20 online filing on August 10, 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 FALLS submitted the required \$75.00 filing fee to the
24 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
25 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
26 PLAINTIFF FALLS 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 FALLS has complied with all of the requirements set forth in California
2 Labor Code § 2699.3 to commence a representative action under PAGA.

3 85. Pursuant to Labor Code § 2699.3, PLAINTIFF SMITH gave written notice by
4 online filing on August 12, 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 SMITH submitted the required \$75.00 filing fee to the
8 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
9 postmark date of PLAINTIFF SMITH’s notice letter, the LWDA did not provide notice to
10 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
11 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
12 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
13 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
14 Labor Code § 2699.3 to commence a representative action under PAGA.

15 86. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
16 online filing on August 12, 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 DURAN submitted the required \$75.00 filing fee to the
20 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
21 postmark date of PLAINTIFF DURAN’s notice letter, the LWDA did not provide notice to
22 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California
23 Labor 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 DURAN has complied with all of the requirements set forth in California
26 Labor Code § 2699.3 to commence a representative action under PAGA.

27 87. Pursuant to Labor Code § 2699.3, PLAINTIFF AMEZCUA gave written notice by
28 online filing on August 18, 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 AMEZCUA submitted the required \$75.00 filing fee to the
4 LWDA on August 18, 2020. Within sixty-five (65) calendar days of the August 18, 2020
5 postmark date of PLAINTIFF AMEZCUA’s notice letter, the LWDA did not provide notice to
6 PLAINTIFF AMEZCUA that it intends to investigate the alleged violations. Pursuant to
7 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
8 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
9 civil action. Therefore, PLAINTIFF AMEZCUA has complied with all of the requirements set
10 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

11 88. Pursuant to Labor Code § 2699.3, PLAINTIFF MITCHELL gave written notice by
12 online filing on August 26, 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 MITCHELL submitted the required \$75.00 filing fee to the
16 LWDA on August 26, 2020. Within sixty-five (65) calendar days of the August 26, 2020
17 postmark date of PLAINTIFF MITCHELL’s notice letter, the LWDA did not provide notice to
18 PLAINTIFF MITCHELL that it intends to investigate the alleged violations. Pursuant to
19 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
20 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
21 civil action. Therefore, PLAINTIFF MITCHELL has complied with all of the requirements set
22 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

23 89. Pursuant to Labor Code § 2699.3, PLAINTIFFS GONZALES, DUONG, DUKES,
24 and FLORES gave written notice by online filing on August 8, 2024 to the California Labor and
25 Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the
26 specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated,
27 including the facts and theories to support the alleged violations. PLAINTIFFS GONZALES,
28 DUONG, DUKES, and FLORES submitted the required \$75.00 filing fee to the LWDA on

1 August 8, 2024. Within sixty-five (65) calendar days of the August 8, 2024 postmark date of
2 PLAINTIFFS GONZALES's, DUONG's, DUKES's, and FLORES's notice letter, the LWDA
3 did not provide notice to PLAINTIFFS GONZALES, DUONG, DUKES, and FLORES that it
4 intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the
5 sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as
6 part of the time limited for the commencement of this civil action. Therefore, PLAINTIFFS
7 GONZALES, DUONG, DUKES, and FLORES have complied with all of the requirements set
8 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

9 **FACTUAL ALLEGATIONS**

10 **Failure to Provide Required Meal Periods**

11 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

12 90. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
13 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
14 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
15 30-minute meal period, or to work through them, and have failed to otherwise provide the
16 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
17 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

18 91. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
19 Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
21 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
22 workday that a meal period was not provided.

23 **Failure to Provide Required Rest Periods**

24 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

25 92. At all times relevant herein, as part of DEFENDANTS' illegal policies and
26 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
27 to provide rest periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES as required under
28 Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

1 93. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
2 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
3 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
4 hour of compensation at each employee's regular rate of pay for each workday that a rest period
5 was not provided.

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

8 94. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
9 DEFENDANTS are required to compensate PLAINTIFFS and other AGGRIEVED
10 EMPLOYEES for all overtime, which is calculated at one and one-half (1 ½) times the regular
11 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
12 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
13 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
14 excess of eight (8) hours on the seventh consecutive day of work in any workweek.

15 95. PLAINTIFFS and other AGGRIEVED EMPLOYEES are current and former non-
16 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
17 and IWC Wage Order No. 5-2001. At times relevant herein, DEFENDANTS failed to
18 compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all overtime hours worked
19 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
20 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
21 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring,
22 suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the
23 clock; requiring, permitting or suffering PLAINTIFFS and other AGGRIEVED EMPLOYEES to
24 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and
25 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
26 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
27 failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records;
28 failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and

1 other methods to be discovered.

2 96. DEFENDANTS have knowingly and willfully refused to perform their obligations
3 to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all wages earned and all
4 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-
5 2001, § 3.

6 **Failure to Pay Minimum Wages**

7 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

8 97. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
9 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
10 worked in a payroll period is unlawful.

11 98. During the PENALTY PERIOD and in violation of California Labor Code §§
12 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
13 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
14 hours worked in a payroll period by, among other things: requiring, suffering or permitting
15 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
16 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
17 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
19 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
20 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

21 **Failure to Timely Pay Wages During Employment**

22 **[Cal. Labor Code § 204]**

23 99. Pursuant to California Labor Code § 204, for all labor performed between the 1st
24 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
25 employees between the 16th and 26th day of the month during which the labor was performed.
26 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
27 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
28 between the 1st and 10th day of the following calendar month. In addition, California Labor Code

1 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
2 no later than the payday of the next regular payroll period.

3 100. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
4 pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all the wages for labor performed by
5 the next regular payroll period as required by California Labor Code § 204.

6 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

7 **[Cal. Labor Code §§ 201, 202, 203]**

8 101. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
9 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
10 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
11 discharge are due and payable immediately.

12 102. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
13 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
14 employment, unless the employee provided 72 hours previous notice of his or her intention to
15 quit, in which case the employee is entitled to his or wages at the time of quitting.

16 103. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
17 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
18 employer is liable for waiting time penalties in the form of continued compensation to the
19 employee at the same rate for up to 30 workdays.

20 104. At times relevant herein, in violation of Labor Code §§ 201 and 202,
21 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
23 employment.

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

26 105. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
27 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
28 wage statements in writing showing each employee's gross wages earned, total hours worked, the

1 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
2 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
3 employee is paid, the name of the employee and only the last four digits of his or her social
4 security number or employee identification number, the name and address of the legal entity or
5 entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable
6 hourly rates in effect during each pay period and the corresponding number of hours worked at
7 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
8 2001 § 7.

9 106. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
10 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
11 wage statements in accordance with Labor Code § 226(a).

12 107. At times relevant herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
13 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
14 wage statements as PLAINTIFFS and other AGGRIEVED EMPLOYEES could not promptly
15 and easily determine from the wage statement alone one or more of the following: the gross
16 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
17 address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the
19 corresponding number of hours worked at each hourly rate.

20 **Failure to Maintain Required Records**

21 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

22 108. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive PLAINTIFFS and other AGGRIEVED EMPLOYEES of all wages earned
24 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
25 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but
26 not limited to the following records: total daily hours worked by each employee; applicable rates
27 of pay; all deductions; meal periods; time records showing when each employee begins and ends
28 each work period; and accurate itemized statements.

1 penalties from DEFENDANTS in a representative action for the violations set forth above,
2 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
3 512, 1174(d), 1194, 1197, 1198, and 2802.

4 115. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
5 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
6 provided, including but not limited to the following:

- 7 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
8 DEFENDANTS are subject to a civil penalty in the amount of one hundred
9 dollars (\$100) for the initial violation for each failure to pay each employee
10 and two hundred dollars (\$200) per employee for violations in subsequent
11 pay periods.
- 12 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
13 DEFENDANTS are subject to a civil penalty in the amount of two hundred
14 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
15 period where a violation occurs and one thousand dollars (\$1,000) per
16 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 17 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
18 on behalf of an employer who violates, or causes to be violated, a section
19 of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission," including Labor Code §§ 510
21 and 512, shall be subject to a civil penalty, in addition to any other penalty
22 provided by law, of fifty dollars (\$50) for initial violations for each
23 underpaid employee for each pay period for which the employee was
24 underpaid and one hundred dollars (\$100) for each subsequent violation for
25 each underpaid employee for each pay period for which the employee was
26 underpaid.
- 27 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
28 DEFENDANTS are subject to a civil penalty of five hundred dollars

1 (\$500).

2 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
3 paid to any employee a wage less than the minimum fixed by an order of
4 the commission, shall be subject to a civil penalty as follows: for any initial
5 violation that is intentionally committed, one hundred dollars (\$100) for
6 each underpaid employee for each pay period for which the employee is
7 underpaid; and for each subsequent violation of the same offense, two
8 hundred fifty dollars (\$250) for each underpaid employee for each pay
9 period for which the employee is underpaid regardless of whether the
10 initial violation was intentionally committed.

11 116. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
12 penalty is not specifically provided, the following civil penalties are established: one hundred
13 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
14 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
15 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
16 violations of Labor Code provisions for which a civil penalty is not specifically provided,
17 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

18 117. PLAINTIFFS additionally seek reasonable attorney's fees and costs pursuant to
19 Labor Code § 2699(g)(1).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFFS, on behalf of themselves and all other AGGRIEVED
22 EMPLOYEES, pray for relief against DEFENDANTS as follows:

23 1. For civil penalties according to proof, including but not limited to all penalties
24 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

25 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
26 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
27 judgment interest;

28 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or

1 any other applicable provisions providing for attorney's fees and costs; and

2 4. For such further relief that the Court may deem just and proper.

3
4 DATED:

Respectfully submitted,

5 MATERN LAW GROUP, PC

6
7 By:

8 MATTHEW J. MATERN
9 MATTHEW W. GORDON
10 VANESSA M. RODRIGUEZ
11 Attorneys for Plaintiffs
12 PHELLIPPE CARRILLO, JACQUELINE
13 NELSON, NARKITA THOMAS, ANDREA
14 CRUZ, CLARIE TUPUOLA, ALMA
15 PIERRE, MARIA BRENDA DECENA,
16 CHRISTINA FALLS, ASHLEY SMITH,
17 IRENE MENDEZ DURAN, CHARLENE
18 AMEZCUA, CHEYENNE MITCHELL,
19 STEVEN GONZALES, ELLEN ANN
20 DUONG, LEKECIA DUKES, and JOSHUA
21 RUBIO FLORES on behalf of themselves
22 and all other aggrieved employees
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DATED:

MATERN LAW GROUP, PC

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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

EXHIBIT A



THE UNITED STATES ATTORNEY'S OFFICE
CENTRAL DISTRICT *of* CALIFORNIA

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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:

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Director of Media Relations
United States Attorney's Office
Central District of California (Los Angeles)
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Press Release Number:

20-123

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August 8, 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

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Re: Notice Pursuant to California Labor Code § 2699.3

Employee: Lekecia Dukes

Employers: Imperial Crest Healthcare Center, LLC

To Whom It May Concern:

This office represents Lekecia Dukes (“Ms. Dukes”), who is directly employed by Imperial Crest Healthcare Center, LLC (“Imperial Crest”). 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. Dukes alleges Imperial Crest 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

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action against Imperial Crest in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Imperial Crest. Enclosed please find a draft of Ms. Dukes'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. Dukes's demand for preservation and non-spoilation 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. Dukes's employment and potential claims must be preserved, even without a court order.

We are investigating an ongoing representative action on behalf of Imperial Crest'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. Dukes on behalf of herself and all other similarly-situated current and former non-exempt employees of Imperial Crest 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 Imperial Crest's failure to compensate its employees fully, as set forth above. In short, Imperial Crest'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. Dukes 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. Imperial Crest failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Dukes’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. Imperial Crest consistently failed to provide Ms. Dukes and other aggrieved employees compliant meal breaks. Imperial Crest also failed to inform Ms. Dukes and other aggrieved employees that they were entitled to meal periods. Imperial Crest gave Ms. Dukes and other aggrieved employees too much work to perform to take timely meal breaks. Because Imperial Crest was understaffed, Ms. Dukes’s and other aggrieved employees’ meal breaks were often interrupted by co-workers requesting assistance in caring for residents.

Imperial Crest further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Ms. Dukes 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. Dukes 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. Imperial Crest failed to authorize and permit its employees to take required rest periods. Specifically, Imperial Crest maintained a policy or practice of not authorizing and permitting Ms. Dukes 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. Imperial Crest consistently failed to authorize and permit Ms. Dukes and other

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similarly-situated individuals to take rest breaks. Because Imperial Crest was understaffed, Ms. Dukes's and other aggrieved employees' rest breaks were frequently interrupted by co-workers requesting their assistance in caring for residents. Imperial Crest expected Ms. Dukes and other aggrieved employees to stop their rest breaks and assist their co-workers. When Ms. Dukes and other aggrieved employees were able to take rest breaks, Imperial Crest failed to authorize and permit Ms. Dukes and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable. Imperial Crest also required Ms. Dukes and other aggrieved employees to remain on its premises during their rest breaks.

Imperial Crest further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Ms. Dukes 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. Dukes 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. Imperial Crest failed to pay Ms. Dukes and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Dukes and other similarly-situated individuals to work off-the-clock, including but not limited to requiring Ms. Dukes 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. Dukes 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. Dukes and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of wages to Ms. Dukes and other aggrieved employees; failing to properly maintain Ms. Dukes's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Dukes and other aggrieved employees for each pay period; and other methods to be discovered.

Imperial Crest'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. Dukes 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. Imperial Crest failed to compensate Ms. Dukes 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. Dukes and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Dukes 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. Dukes and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Ms. Dukes and other aggrieved employees; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to Ms. Dukes and other aggrieved employees; failing to properly maintain Ms. Dukes's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Dukes and other aggrieved employees for each pay period; and other methods to be discovered. Imperial Crest also failed to calculate the regular rate of pay for overtime purposes for Ms. Dukes and other aggrieved employees by failing to include all remuneration in the calculation, including but not limited to nondiscretionary bonuses.

In violation of California law, Imperial Crest has refused to perform its obligations to compensate Ms. Dukes and other aggrieved employees for all wages earned and all hours worked. Imperial Crest'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.

Imperial Crest failed to pay Ms. Dukes and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Imperial Crest required Ms. Dukes and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Dukes 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. Dukes and other aggrieved employees to work through required meal breaks without compensation. Additionally, Imperial Crest failed to pay Ms. Dukes 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.

Imperial Crest also failed to pay Ms. Dukes 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. Imperial Crest knew it was required to pay overtime wages, yet on many occasions failed to pay Ms. Dukes 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.

Imperial Crest willfully failed to pay accrued wages and other compensation to Ms. Dukes and other aggrieved employees in accordance with Labor Code §§ 201, 202. Because Imperial Crest required Ms. Dukes and other aggrieved employees to work off-the-clock, including but not limited to requiring Ms. Dukes 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. Dukes 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, Imperial Crest failed and continues to fail to pay the full earned and unpaid wages due to Ms. Dukes 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.

Imperial Crest failed to provide Ms. Dukes 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. Dukes 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, Imperial Crest had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Imperial Crest 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. Dukes 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, Imperial Crest had knowledge it was requiring employees to work off-the-clock, including but not limited to requiring Ms. Dukes 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 Imperial Crest knowingly failed to include this time worked in the wage statements. As a result, the wage statements provided to Ms. Dukes 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). Imperial Crest also did not properly calculate the regular rate of pay of Ms. Dukes and other aggrieved employees, as explained above. As a result, Ms. Dukes'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. Imperial Crest failed to indemnify Ms. Dukes 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 Imperial Crest, 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 Imperial Crest 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

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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 Imperial Crest, 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.

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. Dukes's reasonable attempt to settle her dispute with Imperial Crest prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Imperial Crest of Ms. Dukes's aforementioned grievances and the proposed remedies as detailed below, while affording Imperial Crest reasonable opportunity to meet Ms. Dukes's demands.

Demand is hereby made that Imperial Crest shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Imperial Crest shall pay Ms. Dukes and all other similarly-situated persons employed by Imperial Crest at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. Imperial Crest 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. Imperial Crest 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. Imperial Crest 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. Imperial Crest 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.

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5. Imperial Crest shall reimburse those employees who were forced to pay for any business expenses incurred for Imperial Crest benefit, including but not limited to gait belts, shoes, scrubs, and personal cell phones.

6. Imperial Crest 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.

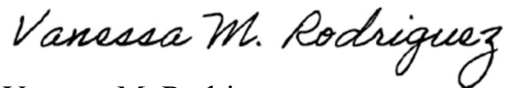
7. Imperial Crest shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Imperial Crest 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 Imperial Crest require additional information regarding Ms. Dukes's complaints. Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC



Vanessa M. Rodriguez

Encl. [Draft] Complaint

1 MATERN LAW GROUP, PC
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3 MATTHEW W. GORDON (SBN 267971)
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9 Attorneys for Plaintiffs

10 PHELLIPPE CARRILLO, JACQUELINE
11 NELSON, NARKITA THOMAS,
12 ANDREA CRUZ, CLARIE TUPUOLA,
13 ALMA PIERRE, MARIA BRENDA
14 DECENA, CHRISTINA FALLS, ASHLEY
15 SMITH, IRENE MENDEZ DURAN,
16 CHARLENE AMEZCUA, CHEYENNE
17 MITCHELL, STEVEN GONZALES,
18 ELLEN ANN DUONG, LEKECIA DUKES,
19 and JOSHUA RUBIO FLORES,
20 individually, and on behalf of all other
21 aggrieved employees

22
23 SUPERIOR COURT OF THE STATE OF CALIFORNIA
24
25 FOR THE COUNTY OF LOS ANGELES

26 PHELLIPPE CARRILLO, an individual, on
27 behalf of himself and all other aggrieved
28 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

CASE NO.: 20STCV44876

[Assigned for all purposes to the Honorable
Colin P. Leis, Dept. 74]

**[DRAFT] 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.

LONGWOOD MANAGEMENT LLC, a California limited liability company; ALDEN ENTERPRISES, LLC, a California limited liability company; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR CARE CENTER LLC, a California limited liability company; 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; CHINO VALLEY REHABILITATION CENTER LLC, a California limited liability company; COLONIAL CARE CENTER, INC., a California corporation; COVINA CARE CENTER, INC., a California corporation; CRENSHAW NURSING HOME LLC, a California limited liability company; GREEN ACRES LODGE LLC, a California limited liability company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK HEALTHCARE LLC, a California limited liability company; LAUREL WELLNESS AND NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC., a California corporation; LONGWOOD MANOR INVESTMENTS II 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 limited liability company; JRB INVESTMENTS LLC, a California limited liability company; PARK ANAHEIM HEALTH

CARE, LLC, a California limited liability company; PICO RIVERA HEALTHCARE 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; ABILITY HOMECARE, INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability company; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California limited liability company; VIEW PARK CONVALESCENT HOSPITAL LLC, a California limited liability company; CANOGA HEALTHCARE LLC, a California limited liability company; TZIPPY CARE LLC, a California limited liability company; HOSPICE CHEER, a California corporation; 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; CROFTON MANOR ASSOCIATES II LP, a California limited partnership; 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”), and CLARIE TUPUOLA (“PLAINTIFF
4 TUPUOLA”), ALMA PIERRE (“PLAINTIFF PIERRE”), MARIA BRENDA DECENA
5 (“PLAINTIFF DECENA”), CHRISTINA FALLS (“PLAINTIFF FALLS”), ASHLEY SMITH
6 (“PLAINTIFF SMITH”), IRENE MENDEZ DURAN (“PLAINTIFF DURAN”), CHARLENE
7 AMEZCUA (“PLAINTIFF AMEZCUA”), CHEYENNE MITCHELL (“PLAINTIFF
8 MITHCELL”); STEVEN GONZALES (“PLAINTIFF GONZALES”), ELLEN ANN DUONG
9 (“PLAINTIFF DUONG”), LEKECIA DUKES (“PLAINTIFF DUKES”) and JOSHUA RUBIO
10 FLORES (“PLAINTIFF FLORES” and collectively with PLAINTIFF CARRILLO, PLAINTIFF
11 NELSON, PLAINTIFF THOMAS, PLAINTIFF CRUZ, PLAINTIFF TUPUOLA, PLAINTIFF
12 PIERRE, PLAINTIFF DECENA, PLAINTIFF FALLS, PLAINTIFF SMITH, PLAINTIFF
13 DURAN, PLAINTIFF AMEZCUA, PLAINTIFF MITCHELL, PLAINTIFF GONZALES,
14 PLAINTIFF DUONG, and PLAINTIFF DUKES as “PLAINTIFFS”), on behalf of themselves
15 and all other current and former non-exempt employees of DEFENDANTS (as defined in
16 Paragraph 1 below) who worked for DEFENDANTS in the State of California at any time during
17 the relevant 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 LONGWOOD MANAGEMENT LLC,
21 a California limited liability company; ALDEN ENTERPRISES LLC, a California limited liability
22 company; ARTESIA HEALTHCARE, INC., a California corporation; BROADWAY MANOR
23 CARE CENTER LLC, a California limited liability company; BURBANK HEALTHCARE LLC, a
24 California limited liability company; BURLINGTON CONVALESCENT HOSPITAL LLC, a
25 California limited liability company; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a
26 California limited liability company; CASA BONITA CONVALESCENT HOSPITAL LLC, a
27 California limited liability company; CHINO VALLEY REHABILITATION CENTER LLC, a
28 California limited liability company; COLONIAL CARE CENTER, INC., a California corporation;

1 COVINA CARE CENTER, INC., a California corporation; CRENSHAW NURSING HOME LLC,
2 a California limited liability company; GREEN ACRES LODGE LLC, a California limited liability
3 company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL
4 CREST HEALTHCARE CENTER, LLC, a California limited liability company; NORWALK
5 HEALTHCARE LLC, a California limited liability company; LAUREL WELLNESS AND
6 NURSING CENTER, LLC, a California limited liability company; S.G.V. HEALTHCARE, INC.,
7 a California corporation; LONGWOOD MANOR INVESTMENTS II LP, a California limited
8 partnership; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California limited
9 liability company; MONTEREY CARE CENTER, INC., a California corporation; MONTROSE
10 HEALTHCARE, INC., a California corporation; NORTHRIDGE CARE CENTER LLC, a
11 California limited liability company; JRB INVESTMENTS LLC, a California limited liability
12 company; PARK ANAHEIM HEALTH CARE, LLC, a California limited liability company; PICO
13 RIVERA HEALTHCARE LLC, a California limited liability company; SAN GABRIEL
14 CONVALESCENT CENTER LLC, a California limited liability company; SHEA
15 HEALTHCARE CENTER LLC, a California limited liability company; ABILITY HOMECARE,
16 INC., a California corporation; COLDWATER CARE CENTER LLC, a California limited liability
17 company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability
18 company; SUNNYVIEW CONVALESCENT HOSPITAL LLC, a California limited liability
19 company; VIEW PARK CONVALESCENT HOSPITAL LLC, a California limited liability
20 company; CANOGA HEALTHCARE LLC, a California limited liability company; TZIPPY
21 CARE LLC, a California limited liability company; HOSPICE CHEER, a California corporation;
22 IRA DAVID ENTERPRISES LLC, a California limited liability company; ADF INVESTMENTS
23 LLC, a California limited liability company; SAN DIMAS RETIREMENT CENTER LLC, a
24 California limited liability company; CROFTON MANOR ASSOCIATES II LP, a California
25 limited partnership; and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
26 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
27 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
28 pay all wages due to discharged or quitting employees, failure to maintain required records,

1 failure to provide accurate itemized wage statements, failure to timely pay wages during
2 employment, failure to indemnify employees for necessary expenditures and/or losses incurred in
3 discharging their duties.

4 **JURISDICTION AND VENUE**

5 2. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are citizens
7 and residents of, and/or regularly conduct business in, California. Further, no federal question is
8 at issue because the claims are based solely on California law.

9 3. Venue is proper in this judicial district and the County of Los Angeles, California
10 because PLAINTIFFS and other AGGRIEVED EMPLOYEES performed work for
11 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS' unlawful actions
12 and omissions, as set forth herein, occurred in the County of Los Angeles.

13 **PARTIES**

14 4. PLAINTIFFS are citizens and residents of the State of California. At times
15 material to this complaint, PLAINTIFFS were employed by DEFENDANTS in the State of
16 California as non-exempt employees.

17 5. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
18 MANAGEMENT LLC is, and at all times relevant hereto was, a limited liability company
19 organized and existing under the laws of the State of California. PLAINTIFFS are further
20 informed and believe, and thereon allege, that LONGWOOD MANAGEMENT LLC is
21 authorized to conduct business in the State of California, and does conduct business in the State
22 of California. Specifically, upon information and belief, LONGWOOD MANAGEMENT LLC
23 maintains offices and conducts business in the County of Los Angeles, State of California.

24 6. PLAINTIFFS are informed and believe, and thereon allege, that ALDEN
25 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
26 organized and existing under the laws of the State of California. PLAINTIFFS are further
27 informed and believe, and thereon allege, that ALDEN ENTERPRISES LLC is authorized to
28 conduct business in the State of California, and does conduct business in the State of California.

1 Specifically, upon information and belief, ALDEN ENTERPRISES LLC maintains offices and
2 conducts business in the County of Los Angeles, State of California.

3 7. PLAINTIFFS are informed and believe, and thereon allege, that ARTESIA
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that ARTESIA HEALTHCARE, INC. is authorized to conduct business in the
7 State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, ARTESIA HEALTHCARE, INC. maintains offices and conducts business
9 in the County of Los Angeles, State of California.

10 8. PLAINTIFFS are informed and believe, and thereon allege, that BROADWAY
11 MANOR CARE 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 BROADWAY MANOR CARE CENTER
14 LLC is authorized to conduct business in the State of California, and does conduct business in the
15 State of California. Specifically, upon information and belief, BROADWAY MANOR CARE
16 CENTER LLC maintains offices and conducts business in the County of Los Angeles, State of
17 California.

18 9. PLAINTIFFS are informed and believe, and thereon allege, that BURBANK
19 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
20 organized and existing under the laws of the State of California. PLAINTIFFS are further
21 informed and believe, and thereon allege, that BURBANK HEALTHCARE LLC is authorized to
22 conduct business in the State of California, and does conduct business in the State of California.
23 Specifically, upon information and belief, BURBANK HEALTHCARE LLC maintains offices
24 and conducts business in the County of Los Angeles, State of California.

25 10. PLAINTIFFS are informed and believe, and thereon allege, that BURLINGTON
26 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
27 company organized and existing under the laws of the State of California. PLAINTIFFS are
28 further informed and believe, and thereon allege, that BURLINGTON CONVALESCENT

1 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
2 business in the State of California. Specifically, upon information and belief, BURLINGTON
3 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
4 Los Angeles, State of California.

5 11. PLAINTIFFS are informed and believe, and thereon allege, that
6 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC is, and at all times relevant hereto was,
7 a limited liability company organized and existing under the laws of the State of California.
8 PLAINTIFFS are further informed and believe, and thereon allege, that
9 NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, is authorized to conduct business in
10 the State of California, and does conduct business in the State of California. Specifically, upon
11 information and belief, NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, maintains
12 offices and conducts business in the County of Los Angeles, State of California.

13 12. PLAINTIFFS are informed and believe, and thereon allege, that CASA BONITA
14 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
15 company organized and existing under the laws of the State of California. PLAINTIFFS are
16 further informed and believe, and thereon allege, that CASA BONITA CONVALESCENT
17 HOSPITAL LLC, is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief, CASA BONITA
19 CONVALESCENT HOSPITAL LLC, maintains offices and conducts business in the County of
20 Los Angeles, State of California.

21 13. PLAINTIFFS are informed and believe, and thereon allege, that CHINO VALLEY
22 REHABILITATION CENTER LLC is, and at all times relevant hereto was, a limited liability
23 corporation organized and existing under the laws of the State of California. PLAINTIFFS are
24 further informed and believe, and thereon allege, that CHINO VALLEY REHABILITATION
25 CENTER LLC is authorized to conduct business in the State of California, and does conduct
26 business in the State of California. Specifically, upon information and belief, CHINO VALLEY
27 REHABILITATION CENTER LLC maintains offices and conducts business in the County of
28 Los Angeles, State of California.

1 14. PLAINTIFFS are informed and believe, and thereon allege, that COLONIAL
2 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
3 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
4 and thereon allege, that COLONIAL CARE CENTER, INC. is authorized to conduct business in
5 the State of California, and does conduct business in the State of California. Specifically, upon
6 information and belief, COLONIAL CARE CENTER, INC. maintains offices and conducts
7 business in the County of Los Angeles, State of California.

8 15. PLAINTIFFS are informed and believe, and thereon allege, that COVINA CARE
9 CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing
10 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
11 thereon allege, that COVINA CARE CENTER, INC. is authorized to conduct business in the
12 State of California, and does conduct business in the State of California. Specifically, upon
13 information and belief, COVINA CARE CENTER, INC. maintains offices and conducts business
14 in the County of Los Angeles, State of California.

15 16. PLAINTIFFS are informed and believe, and thereon allege, that CRENSHAW
16 NURSING HOME LLC is, and at all times relevant hereto was, a company organized and
17 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
18 and thereon allege, that CRENSHAW NURSING HOME LLC is authorized to conduct business
19 in the State of California, and does conduct business in the State of California. Specifically, upon
20 information and belief, CRENSHAW NURSING HOME LLC maintains offices and conducts
21 business in the County of Los Angeles, State of California.

22 17. PLAINTIFFS are informed and believe, and thereon allege, that GREEN ACRES
23 LODGE LLC is, and at all times relevant hereto was, a limited liability company organized and
24 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
25 and thereon allege, that GREEN ACRES LODGE LLC is authorized to conduct business in the
26 State of California, and does conduct business in the State of California. Specifically, upon
27 information and belief, GREEN ACRES LODGE LLC maintains offices and conducts business in
28 the County of Los Angeles, State of California.

1 18. PLAINTIFFS are informed and believe, and thereon allege, that ICC
2 CONVALESCENT LLC is, and at all times relevant hereto was, a limited liability company
3 organized and existing under the laws of the State of California. PLAINTIFFS are further
4 informed and believe, and thereon allege, that ICC CONVALESCENT LLC is authorized to
5 conduct business in the State of California, and does conduct business in the State of California.
6 Specifically, upon information and belief, ICC CONVALESCENT LLC maintains offices and
7 conducts business in the County of Los Angeles, State of California.

8 19. PLAINTIFFS are informed and believe, and thereon allege that IMPERIAL
9 CREST HEALTHCARE CENTER, LLC is, and at all times relevant hereto was, a limited
10 liability corporation organized and existing under the laws of the State of California.
11 PLAINTIFFS are further informed and believe, and thereon allege, that IMPERIAL CREST
12 HEALTHCARE CENTER, LLC is authorized to conduct business in the State of California, and
13 does conduct business in the State of California. Specifically, upon information and belief,
14 IMPERIAL CREST HEALTHCARE CENTER, LLC maintains offices and conducts business in
15 the County of Los Angeles, State of California.

16 20. PLAINTIFFS are informed and believe, and thereon allege, that NORWALK
17 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
18 organized and existing under the laws of the State of California. PLAINTIFFS are further
19 informed and believe, and thereon allege, that NORWALK HEALTHCARE LLC is authorized to
20 conduct business in the State of California, and does conduct business in the State of California.
21 Specifically, upon information and belief, NORWALK HEALTHCARE LLC maintains offices
22 and conducts business in the County of Los Angeles, State of California.

23 21. PLAINTIFFS are informed and believe, and thereon allege, that LAUREL
24 WELLNESS AND NURSING CENTER, LLC is, and at all times relevant hereto was, a limited
25 liability corporation organized and existing under the laws of the State of California.
26 PLAINTIFFS are further informed and believe, and thereon allege, that LAUREL WELLNESS
27 AND NURSING CENTER, LLC is authorized to conduct business in the State of California, and
28 does conduct business in the State of California. Specifically, upon information and belief,

1 LAUREL WELLNESS AND NURSING CENTER, LLC maintains offices and conducts
2 business in the County of Los Angeles, State of California.

3 22. PLAINTIFFS are informed and believe, and thereon allege, that S.G.V.
4 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
5 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
6 and thereon allege, that S.G.V. HEALTHCARE, INC. is authorized to conduct business in the
7 State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, S.G.V. HEALTHCARE, INC. maintains offices and conducts business in
9 the County of Los Angeles, State of California.

10 23. PLAINTIFFS are informed and believe, and thereon allege, that LONGWOOD
11 MANOR INVESTMENTS II LP is, and at all times relevant hereto was, a limited partnership
12 organized and existing under the laws of the State of California. PLAINTIFFS are further
13 informed and believe, and thereon allege, that LONGWOOD MANOR INVESTMENTS II LP 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, LONGWOOD MANOR
16 INVESTMENTS II LP maintains offices and conducts business in the County of Los Angeles,
17 State of California.

18 24. PLAINTIFFS are informed and believe, and thereon allege, that MAGNOLIA
19 GARDENS CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a
20 limited liability company organized and existing under the laws of the State of California.
21 PLAINTIFFS are further informed and believe, and thereon allege, that MAGNOLIA GARDENS
22 CONVALESCENT HOSPITAL LLC is authorized to conduct business in the State of California,
23 and does conduct business in the State of California. Specifically, upon information and belief,
24 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC maintains offices and conducts
25 business in the County of Los Angeles, State of California.

26 25. PLAINTIFFS are informed and believe, and thereon allege, that MONTEREY
27 CARE CENTER, INC. is, and at all times relevant hereto was, a corporation organized and
28 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,

1 and thereon allege, that MONTEREY CARE CENTER, INC. is authorized to conduct business in
2 the State of California, and does conduct business in the State of California. Specifically, upon
3 information and belief, MONTEREY CARE CENTER, INC. maintains offices and conducts
4 business in the County of Los Angeles, State of California.

5 26. PLAINTIFFS are informed and believe, and thereon allege, that MONTROSE
6 HEALTHCARE, INC. is, and at all times relevant hereto was, a corporation organized and
7 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
8 and thereon allege, that MONTROSE HEALTHCARE, INC. is authorized to conduct business in
9 the State of California, and does conduct business in the State of California. Specifically, upon
10 information and belief, MONTROSE HEALTHCARE, INC. maintains offices and conducts
11 business in the County of Los Angeles, State of California.

12 27. PLAINTIFFS are informed and believe, and thereon allege, that NORTHRIDGE
13 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability company
14 organized and existing under the laws of the State of California. PLAINTIFFS are further
15 informed and believe, and thereon allege, that NORTHRIDGE CARE CENTER LLC is
16 authorized to conduct business in the State of California, and does conduct business in the State
17 of California. Specifically, upon information and belief, NORTHRIDGE CARE CENTER LLC
18 maintains offices and conducts business in the County of Los Angeles, State of California.

19 28. PLAINTIFFS are informed and believe, and thereon allege, that JRB
20 INVESTMENTS LLC is, and at all times relevant hereto was, a limited liability company
21 organized and existing under the laws of the State of California. PLAINTIFFS are further
22 informed and believe, and thereon allege, that JRB INVESTMENTS LLC is authorized to
23 conduct business in the State of California, and does conduct business in the State of California.
24 Specifically, upon information and belief, JRB INVESTMENTS LLC maintains offices and
25 conducts business in the County of Los Angeles, State of California.

26 29. PLAINTIFFS are informed and believe, and thereon allege, that PARK
27 ANAHEIM HEALTH CARE, LLC is, and at all times relevant hereto was, a limited liability
28 corporation organized and existing under the laws of the State of California. PLAINTIFFS are

1 further informed and believe, and thereon allege, that PARK ANAHEIM HEALTH CARE, LLC
2 is authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, upon information and belief, PARK ANAHEIM HEALTH CARE,
4 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

5 30. PLAINTIFFS are informed and believe, and thereon allege, that PICO RIVERA
6 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
7 organized and existing under the laws of the State of California. PLAINTIFFS are further
8 informed and believe, and thereon allege, that PICO RIVERA HEALTHCARE LLC is authorized
9 to conduct business in the State of California, and does conduct business in the State of
10 California. Specifically, upon information and belief, PICO RIVERA HEALTHCARE LLC
11 maintains offices and conducts business in the County of Los Angeles, State of California.

12 31. PLAINTIFFS are informed and believe, and thereon allege, that SAN GABRIEL
13 CONVALESCENT CENTER LLC is, and at all times relevant hereto was, a limited liability
14 company organized and existing under the laws of the State of California. PLAINTIFFS are
15 further informed and believe, and thereon allege, that SAN GABRIEL CONVALESCENT
16 CENTER LLC is authorized to conduct business in the State of California, and does conduct
17 business in the State of California. Specifically, upon information and belief, SAN GABRIEL
18 CONVALESCENT CENTER LLC maintains offices and conducts business in the County of Los
19 Angeles, State of California.

20 32. PLAINTIFFS are informed and believe, and thereon allege, that SHEA
21 HEALTHCARE CENTER LLC is, and at all times relevant hereto was, a limited liability
22 company organized and existing under the laws of the State of California. PLAINTIFFS are
23 further informed and believe, and thereon allege, that SHEA HEALTHCARE CENTER LLC is
24 authorized to conduct business in the State of California, and does conduct business in the State
25 of California. Specifically, upon information and belief, SHEA HEALTHCARE CENTER LLC
26 maintains offices and conducts business in the County of Los Angeles, State of California.

27 33. PLAINTIFFS are informed and believe, and thereon allege, that ABILITY
28 HOMECARE, INC. is, and at all times relevant hereto was, a corporation organized and existing

1 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
2 thereon allege, that ABILITY HOMECARE, INC. is authorized to conduct business in the State
3 of California, and does conduct business in the State of California. Specifically, upon
4 information and belief, ABILITY HOMECARE, INC. maintains offices and conducts business in
5 the County of Los Angeles, State of California.

6 34. PLAINTIFFS are informed and believe, and thereon allege, that COLDWATER
7 CARE CENTER LLC is, and at all times relevant hereto was, a limited liability corporation
8 organized and existing under the laws of the State of California. PLAINTIFFS are further
9 informed and believe, and thereon allege, that COLDWATER CARE CENTER LLC is
10 authorized to conduct business in the State of California, and does conduct business in the State
11 of California. Specifically, upon information and belief, COLDWATER CARE CENTER LLC
12 maintains offices and conducts business in the County of Los Angeles, State of California.

13 35. PLAINTIFFS are informed and believe, and thereon allege, that STUDIO CITY
14 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
15 company organized and existing under the laws of the State of California. PLAINTIFFS are
16 further informed and believe, and thereon allege, that STUDIO CITY CONVALESCENT
17 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief, STUDIO CITY
19 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
20 Los Angeles, State of California.

21 36. PLAINTIFFS are informed and believe, and thereon allege, that SUNNYVIEW
22 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
23 company organized and existing under the laws of the State of California. PLAINTIFFS are
24 further informed and believe, and thereon allege, that SUNNYVIEW CONVALESCENT
25 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
26 business in the State of California. Specifically, upon information and belief, SUNNYVIEW
27 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
28 Los Angeles, State of California.

1 37. PLAINTIFFS are informed and believe, and thereon allege, that VIEW PARK
2 CONVALESCENT HOSPITAL LLC is, and at all times relevant hereto was, a limited liability
3 company organized and existing under the laws of the State of California. PLAINTIFFS are
4 further informed and believe, and thereon allege, that VIEW PARK CONVALESCENT
5 HOSPITAL LLC is authorized to conduct business in the State of California, and does conduct
6 business in the State of California. Specifically, upon information and belief, VIEW PARK
7 CONVALESCENT HOSPITAL LLC maintains offices and conducts business in the County of
8 Los Angeles, State of California.

9 38. PLAINTIFFS are informed and believe, and thereon allege, that CANOGA
10 HEALTHCARE LLC is, and at all times relevant hereto was, a limited liability company
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that CANOGA HEALTHCARE LLC is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, upon information and belief, CANOGA HEALTHCARE LLC maintains offices and
15 conducts business in the County of Los Angeles, State of California.

16 39. PLAINTIFFS are informed and believe, and thereon allege, that TZIPPY CARE
17 LLC is, and at all times relevant hereto was, a limited liability company organized and existing
18 under the laws of the State of California. PLAINTIFFS are further informed and believe, and
19 thereon allege, that TZIPPY CARE LLC is authorized to conduct business in the State of
20 California, and does conduct business in the State of California. Specifically, upon information
21 and belief, TZIPPY CARE LLC maintains offices and conducts business in the County of Los
22 Angeles, State of California.

23 40. PLAINTIFFS are informed and believe, and thereon allege, that HOSPICE
24 CHEER is, and at all times relevant hereto was, a corporation organized and existing under the
25 laws of the State of California. PLAINTIFFS are further informed and believe, and thereon
26 allege, that HOSPICE CHEER is authorized to conduct business in the State of California, and
27 does conduct business in the State of California. Specifically, upon information and belief,
28 HOSPICE CHEER maintains offices and conducts business in the County of Los Angeles, State

1 of California.

2 41. PLAINTIFFS are informed and believe, and thereon allege, that IRA DAVID
3 ENTERPRISES LLC is, and at all times relevant hereto was, a limited liability company
4 organized and existing under the laws of the State of California. PLAINTIFFS are further
5 informed and believe, and thereon allege, that IRA DAVID ENTERPRISES LLC is authorized to
6 conduct business in the State of California, and does conduct business in the State of California.
7 Specifically, upon information and belief, IRA DAVID ENTERPRISES LLC maintains offices
8 and conducts business in the County of Los Angeles, State of California.

9 42. PLAINTIFFS are informed and believe, and thereon allege, that ADF
10 INVESTMENTS LLC is, and at all times relevant hereto was, a limited liability company
11 organized and existing under the laws of the State of California. PLAINTIFFS are further
12 informed and believe, and thereon allege, that ADF INVESTMENTS LLC is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, upon information and belief, ADF INVESTMENTS LLC maintains offices and
15 conducts business in the County of Los Angeles, State of California.

16 43. PLAINTIFFS are informed and believe, and thereon allege, that SAN DIMAS
17 RETIREMENT CENTER LLC is, and at all times relevant hereto was, a limited liability company
18 organized and existing under the laws of the State of California. PLAINTIFFS are further
19 informed and believe, and thereon allege, that SAN DIMAS RETIREMENT CENTER LLC is
20 authorized to conduct business in the State of California, and does conduct business in the State
21 of California. Specifically, upon information and belief, SAN DIMAS RETIREMENT CENTER
22 LLC maintains offices and conducts business in the County of Los Angeles, State of California.

23 44. PLAINTIFFS are informed and believe, and thereon allege, that CROFTON
24 MANOR ASSOCIATES II LP is, and at all times relevant hereto was, a limited partnership
25 organized and existing under the laws of the State of California. PLAINTIFFS are further
26 informed and believe, and thereon allege, that CROFTON MANOR ASSOCIATES II LP is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, upon information and belief, CROFTON MANOR ASSOCIATES II

1 LP maintains offices and conducts business in the County of Los Angeles, State of California.

2 45. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
3 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious
4 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
5 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
6 that PLAINTIFFS and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged
7 herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFFS will
8 seek leave of the court to amend this complaint to allege the true names and capacities of such
9 DOE defendants when ascertained.

10 46. At all relevant times herein, DEFENDANTS were the joint employers of
11 PLAINTIFFS and other AGGRIEVED EMPLOYEES. PLAINTIFFS are informed and believe,
12 and thereon allege, that at all times material to this complaint DEFENDANTS were the alter egos,
13 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
14 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
15 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
16 co-defendant, and each was the alter ego of the other.

17 47. Upon information and belief, at all relevant times herein, DEFENDANTS had an
18 interrelation of operations, common management, centralized control of labor relations, and
19 common ownership and financial control.

20 48. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
21 MANAGEMENT LLC was the parent corporation of and exercised financial control over
22 Defendants ALDEN ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.; BROADWAY
23 MANOR CARE CENTER LLC; BURBANK HEALTHCARE LLC; BURLINGTON
24 CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC;
25 CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION
26 CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA CARE CENTER, INC.;
27 CRENSHAW NURSING HOME LLC; GREEN ACRES LODGE LLC; ICC CONVALESCENT
28 LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC;

1 LAUREL WELLNESS AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.;
2 LONGWOOD MANOR INVESTMENTS II LP; MAGNOLIA GARDENS CONVALESCENT
3 HOSPITAL LLC; MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.;
4 NORTHRIDGE CARE CENTER LLC; JRB INVESTMENTS LLC; PARK ANAHEIM HEALTH
5 CARE, LLC; PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT
6 CENTER LLC; SHEA HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.;
7 COLDWATER CARE CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC;
8 SUNNYVIEW CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT
9 HOSPITAL LLC; CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER;
10 IRA DAVID ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT
11 CENTER LLC; and CROFTON MANOR ASSOCIATES II LP.

12 49. Upon information and belief, DEFENDANTS exercised control over
13 PLAINTIFFS' and other AGGRIEVED EMPLOYEES' wages, hours, and working conditions
14 by, among other things, jointly creating, implementing, and enforcing uniform wage and hour
15 policies, practices, and procedures at all of their facilities, including, but not limited to the same
16 policies regarding meal periods and rest periods, the wages to be paid to PLAINTIFFS and other
17 AGGRIEVED EMPLOYEES, the hours to be worked by PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES, and the working conditions that PLAINTIFFS and other AGGRIEVED
19 EMPLOYEES would be subject to, such as off-the-clock work and meal and rest period policies
20 and practices that do not comply with California law.

21 50. Upon information and belief, at all relevant times herein, DEFENDANTS shared
22 common management employees, owners, officers, and directors; DEFENDANTS used the same
23 employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and
24 hour policies, practices, and procedures at all of their facilities, including, but not limited to the
25 same policies regarding hiring, firing, and training employees; DEFENDANTS used the same
26 employment application at all of their facilities; DEFENDANTS used the same new hire packets
27 and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other
28 AGGRIEVED EMPLOYEES to sign the same acknowledgments as part of PLAINTIFFS' and

1 other AGGRIEVED EMPLOYEES' onboarding process; and DEFENDANTS used the same
2 arbitration agreement at all of their facilities. Upon information and belief, at all relevant times
3 herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information
4 and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets.
5 Upon information and belief, at all relevant times herein, DEFENDANTS received goods and
6 services, such as medical supplies, from the same businesses. Upon information and belief, at all
7 relevant times herein, DEFENDANTS shared the same agents for service of process. Upon
8 information and belief, DEFENDANTS share the same legal counsel. Upon information and
9 belief, at all relevant times herein, DEFENDANTS shared the same medical provider network
10 and workers' compensation insurance. All DEFENDANTS shared the same corporate offices
11 located at 4032 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90010. All
12 DEFENDANTS share the same Chief Executive Officer and Chief Financial Officer, David
13 Friedman. All DEFENDANTS share the same Secretary, Aaron Friedman. All DEFENDANTS
14 share the same general counsel and agent for service of process, Douglas Loewy.

15 51. Upon information and belief, at all relevant times herein, Defendant LONGWOOD
16 MANAGEMENT LLC provided administrative support services to Defendants ALDEN
17 ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.; BROADWAY MANOR CARE
18 CENTER LLC; BURBANK HEALTHCARE LLC; BURLINGTON CONVALESCENT
19 HOSPITAL LLC; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC; CASA BONITA
20 CONVALESCENT HOSPITAL LLC; CHINO VALLEY REHABILITATION CENTER LLC;
21 COLONIAL CARE CENTER, INC.; COVINA CARE CENTER, INC.; CRENSHAW NURSING
22 HOME LLC; GREEN ACRES LODGE LLC; ICC CONVALESCENT LLC; IMPERIAL CREST
23 HEALTHCARE CENTER, LLC; NORWALK HEALTHCARE LLC; LAUREL WELLNESS
24 AND NURSING CENTER, LLC; S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR
25 INVESTMENTS II LP; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC;
26 MONTEREY CARE CENTER, INC.; MONTROSE HEALTHCARE, INC.; NORTHRIDGE
27 CARE CENTER LLC; JRB INVESTMENTS LLC; PARK ANAHEIM HEALTH CARE, LLC;
28 PICO RIVERA HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC;

1 SHEA HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.; COLDWATER CARE
2 CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW
3 CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC;
4 CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID
5 ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER
6 LLC; and CROFTON MANOR ASSOCIATES II LP. Upon information and belief, such
7 administrative support services included, but were not limited to, bookkeeping and accounting,
8 billing and collections, property maintenance, human resources, and legal consulting.

9 52. Upon information and belief, at all relevant times herein, DEFENDANTS had
10 such a unity of interest and ownership that their separate personalities no longer exist. An
11 inequitable result would follow if Defendant LONGWOOD MANAGEMENT LLC was not held
12 liable for the acts of Defendants ALDEN ENTERPRISES LLC; ARTESIA HEALTHCARE, INC.;
13 BROADWAY MANOR CARE CENTER, INC.; BURBANK HEALTHCARE LLC;
14 BURLINGTON CONVALESCENT HOSPITAL LLC; NORMANDIE/WILSHIRE
15 RETIREMENT HOTEL LLC; CASA BONITA CONVALESCENT HOSPITAL LLC; CHINO
16 VALLEY REHABILITATION CENTER LLC; COLONIAL CARE CENTER, INC.; COVINA
17 CARE CENTER, INC.; CRENSHAW NURSING HOME LLC; GREEN ACRES LODGE LLC;
18 ICC CONVALESCENT LLC; IMPERIAL CREST HEALTHCARE CENTER, LLC;
19 NORWALK HEALTHCARE LLC; LAUREL WELLNESS AND NURSING CENTER, LLC;
20 S.G.V. HEALTHCARE, INC.; LONGWOOD MANOR INVESTMENTS II LP; MAGNOLIA
21 GARDENS CONVALESCENT HOSPITAL LLC; MONTEREY CARE CENTER, INC.;
22 MONTROSE HEALTHCARE, INC.; NORTHRIDGE CARE CENTER LLC; JRB
23 INVESTMENTS LLC; PARK ANAHEIM HEALTH CARE, LLC; PICO RIVERA
24 HEALTHCARE LLC; SAN GABRIEL CONVALESCENT CENTER LLC; SHEA
25 HEALTHCARE CENTER LLC; ABILITY HOMECARE, INC.; COLDWATER CARE
26 CENTER LLC; STUDIO CITY CONVALESCENT HOSPITAL LLC; SUNNYVIEW
27 CONVALESCENT HOSPITAL LLC; VIEW PARK CONVALESCENT HOSPITAL LLC;
28 CANOGA HEALTHCARE LLC; TZIPPY CARE LLC; HOSPICE CHEER; IRA DAVID

1 ENTERPRISES LLC; ADF INVESTMENTS LLC; SAN DIMAS RETIREMENT CENTER
2 LLC; and CROFTON MANOR ASSOCIATES II LP.

3 53. Upon information and belief, at all relevant times herein, DEFENDANTS
4 exercised control over the wages, hours, and/or working conditions of PLAINTIFFS and other
5 AGGRIEVED EMPLOYEES.

6 54. Upon information and belief, at all relevant times herein, DEFENDANTS retained
7 or assumed a general right of control over the hiring, direction, supervision, discipline, discharge,
8 and day-to-day aspects of the working conditions of PLAINTIFFS and other AGGRIEVED
9 EMPLOYEES.

10 55. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
11 AGGRIEVED EMPLOYEES' hiring documents stated that PLAINTIFFS and other
12 AGGRIEVED EMPLOYEES were employees of Defendant LONGWOOD MANAGEMENT
13 LLC. Upon information and belief, at all relevant times herein, PLAINTIFFS' and other
14 AGGRIEVED EMPLOYEES' background check results were sent to Defendant LONGWOOD
15 MANAGEMENT LLC.

16 56. PLAINTIFF CARRILLO 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 CARRILLO'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 CARRILLO, pursuant to
22 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF CARRILLO was
23 directly employed by Defendant ARTESIA HEALTHCARE, INC.

24 57. PLAINTIFF NELSON worked for DEFENDANTS at their Burlington
25 Convalescent Hospital facility located at 845 S. Burlington Avenue, Los Angeles, California
26 90057. The entities listed on PLAINTIFF NELSON's earning statements were "FACILITIES
27 PAYROLL SERVICES BURLINGTON CONV HOSPITAL" and "BURLINGTON
28 CONVALESCENT HOSPITAL INC DBA BURLINGTON CONVALESCENT HOSPITAL."

1 The legal name of the hiring employer listed on the notice provided to PLAINTIFF NELSON,
2 pursuant to Labor Code § 2810.5, was “Burlington Convalescent Hospital, Inc.” Accordingly,
3 PLAINTIFF NELSON was directly employed by Defendant BURLINGTON CONVALESCENT
4 HOSPITAL LLC.

5 58. PLAINTIFF THOMAS worked for DEFENDANTS at their Crofton Manor Inn
6 facility located at 1950 E. 5th Street, Long Beach, California 90802. The entities listed on
7 PLAINTIFF THOMAS’ earning statements were “IRA DAVID ENTERPRISES, INC. DBA
8 CROFTON MANOR INN,” “Facilities Payroll Service Crofton Manor Inn,” “IRA DAVID
9 ENTERPRISES INC DBA CROFTON MANOR INN,” and “FACILITIES PAYROLL
10 SERVICES CROFTON MANOR INN.” The legal name of the hiring employer listed on the
11 notice provided to PLAINTIFF THOMAS, pursuant to Labor Code § 2810.5, was “Ira David
12 Enterprises, Inc..” Accordingly, PLAINTIFF THOMAS was directly employed by Defendant
13 IRA DAVID ENTERPRISES LLC.

14 59. PLAINTIFF CRUZ worked for DEFENDANTS at their California Healthcare &
15 Rehabilitation Center located at 6700 Sepulveda Boulevard, Van Nuys, California 91411. The
16 entities listed on PLAINTIFF CRUZ’s earning statements were “NORMANDIE WILSHIRE
17 RETIREMENT HOTEL, INC. DBA CALIFORNIA HEALTHCARE AND REHAB CENTER”
18 and “NORMANDIE WILSHIRE RETIREMENT HOTEL INC DBA CALIFORNIA
19 HEALTHCARE AND REHAB CENTER.” The legal name of the hiring employer listed on the
20 notice provided to PLAINTIFF CRUZ, pursuant to Labor Code § 2810.5, was
21 “Normandie/Wilshire Retirement Hotel, Inc.” Accordingly, PLAINTIFF CRUZ was directly
22 employed by Defendant NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC.

23 60. PLAINTIFF TUPUOLA worked for DEFENDANTS at their Huntington
24 Retirement Hotel facility located at 20920 Earl Street, Torrance, California 90503. The entity
25 listed on PLAINTIFF TUPUOLA’s earning statements was “ADF INVESTMENTS INC. DBA
26 HUNTINGTON RETIREMENT HOME.” The legal name of the hiring employer listed on the
27 notice provided to PLAINTIFF TUPUOLA, pursuant to Labor Code § 2810.5, was “ADF
28 Investments, Inc.” Accordingly, PLAINTIFF TUPUOLA was directly employed by Defendant

1 ADF INVESTMENTS LLC.

2 61. PLAINTIFF PIERRE worked for DEFENDANTS at their Studio City
3 Rehabilitation Center facility located at 11429 Ventura Boulevard, Studio City, California 91604.
4 The entities listed on PLAINTIFF PIERRE's earning statements were "STUDIO CITY
5 CONVALESCENT HOSPITAL DBA STUDIO CITY REHABILITATION CENTER," and
6 "FACILITIES PAYROLL SERVICES STUDIO CITY REHABILITATION CTR." The legal
7 name of the hiring employer listed on the notice provided to PLAINTIFF PIERRE, pursuant to
8 Labor Code § 2810.5, was "Studio City Convalescent Hospital, Inc." Accordingly, PLAINTIFF
9 PIERRE was directly employed by Defendants STUDIO CITY CONVALESCENT HOSPITAL
10 LLC, .

11 62. PLAINTIFF DECENA worked for DEFENDANTS at their Alameda Care Center
12 facility located at 925 W. Alameda Avenue, Burbank, California 91506. The entities listed on
13 PLAINTIFF DECENA's earning statements were "ARTESIA HEALTHCARE, INC DBA
14 ALAMEDA CARE CENTER," "ARTESIA HEALTHCARE INC DBA ALAMEDA CARE
15 CENTER," and "FACILITIES PAYROLL SERVICES ALAMEDA CARE CENTER." The legal
16 name of the hiring employer listed on the notice provided to PLAINTIFF DECENA, pursuant to
17 Labor Code § 2810.5, was "Artesia Healthcare, Inc." Accordingly, PLAINTIFF DECENA was
18 directly employed by Defendant ARTESIA HEALTHCARE, INC.

19 63. PLAINTIFF FALLS worked for DEFENDANTS at their Casa Bonita
20 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
21 The entity listed on PLAINTIFF FALLS' earning statements was "CASA BONITA
22 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL."
23 The legal name of the hiring employer listed on the notice provided to PLAINTIFF FALLS,
24 pursuant to Labor Code § 2810.5, was "CASA BONITA CONVALESCENT HOSPITAL."
25 Accordingly, PLAINTIFF FALLS was directly employed by Defendant CASA BONITA
26 CONVALESCENT HOSPITAL LLC

27 64. PLAINTIFF SMITH worked for DEFENDANTS at their San Dimas Retirement
28 Center facility located at 834 Arrow Hwy, San Dimas, California 91773. The entities listed on

1 PLAINTIFF SMITH's earning statements were "SAN DIMAS RETIREMENT CENTER INC.
2 DBA SAN DIMAS RETIREMENT CENTER" and "FACILITIES PAYROLL SERVICES SAN
3 DIMAS RETIREMENT CENTER." The legal name of the hiring employer listed on the notice
4 provided to PLAINTIFF SMITH, pursuant to Labor Code § 2810.5, was "San Dimas Retirement
5 Center, Inc." Accordingly, PLAINTIFF SMITH was directly employed by Defendant SAN
6 DIMAS RETIREMENT CENTER LLC.

7 65. PLAINTIFF DURAN worked for DEFENDANTS at their Burbank Healthcare &
8 Rehabilitation Center located at 1041 S. Main Street, Burbank California 91506. The entities
9 listed on PLAINTIFF DURAN's earning statements were "BURBANK HEALTHCARE INC.
10 DBA BURBANK HEALTHCARE AND REHAB CENTER," "BURBANK HEALTHCARE
11 INC DBA BURBANK HEALTHCARE AND REHAB CENTER," and "FACILITIES
12 PAYROLL SERVICES BURBANK HEALTHCARE & REHAB CTR." The legal name of the
13 hiring employer listed on the notice provided to PLAINTIFF DURAN, pursuant to Labor Code §
14 2810.5, was "Burbank Healthcare, Inc.." Accordingly, PLAINTIFF DURAN was directly
15 employed by Defendant BURBANK HEALTHCARE LLC.

16 66. PLAINTIFF AMEZCUA worked for DEFENDANTS at their Casa Bonita
17 Convalescent Hospital facility located at 535 E. Bonita Avenue, San Dimas, California 91773.
18 The entities listed on PLAINTIFF AMEZCUA's earning statements were "CASA BONITA
19 CONVALESCENT HOSPITAL INC DBA CASA BONITA CONVALESCENT HOSPITAL," "
20 DBA CASA BONITA CONVALESCENT HOSPITAL," and "FACILITIES PAYROLL
21 SERVICES CASA BONITA CONV HOSPITAL." The legal name of the hiring employer listed
22 on the notice provided to PLAINTIFF AMEZCUA, pursuant to Labor Code § 2810.5, was "Casa
23 Bonita Convalescent Hospital, Inc." Accordingly, PLAINTIFF AMEZCUA was directly
24 employed by Defendant CASA BONITA CONVALESCENT HOSPITAL LLC.

25 67. PLAINTIFF MITCHELL worked for DEFENDANTS at their Imperial Care
26 Center facility located at 11441 Ventura Boulevard, Studio City, California 91604. The entities
27 listed on PLAINTIFF MITCHELL's earning statements were "ICC CONVALESCENT CORP
28 DBA IMPERIAL CARE CENTER" and "FACILITIES PAYROLL SERVICES IMPERIAL

1 CARE CENTER.” The legal name of the hiring employer listed on the notice provided to
2 PLAINTIFF MITCHELL, pursuant to Labor Code § 2810.5, was “ICC Convalescent Corp..”
3 Accordingly, PLAINTIFF MITCHELL was directly employed by Defendant ICC
4 CONVALESCENT LLC.

5 68. PLAINTIFF GONZALES worked for DEFENDANTS at their Magnolia Gardens
6 Convalescent Hospital located 17922 San Fernando Mission Blvd, Granada Hills, CA 91344. The
7 entity listed on PLAINTIFF GONZALES’s earning statements was “MAGNOLIA GARDENS
8 CONVALESCENT HOSPITAL INC. DBA MAGNOLIA GARDENS CONVALESCENT
9 HOSPITAL”. Accordingly, PLAINTIFF GONZALES was directly employed by Defendant
10 MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC.

11 69. PLAINTIFF DUONG works for DEFENDANTS at their San Gabriel
12 Convalescent Center located 8035 Hill Dr, Rosemead, CA 91770. Accordingly, PLAINTIFF
13 DUONG was directly employed by Defendant SAN GABRIEL CONVALESCENT CENTER
14 LLC.

15 70. PLAINTIFF DUKES works for DEFENDANTS at their Imperial Crest Healthcare
16 Center located 11834 S Inglewood Ave, Hawthorne, CA 90250. Accordingly, PLAINTIFF
17 DUKES was directly employed by Defendant IMPERIAL CREST HEALTHCARE CENTER,
18 LLC.

19 71. PLAINTIFF FLORES works for DEFENDANTS at their Shea Healthcare Center
20 located 7716 S Pickering Ave in Whittier, California. Accordingly, PLAINTIFF FLORES was
21 directly employed by Defendant SHEA HEALTHCARE CENTER LLC.

22 72. Upon information and belief, DEFENDANTS jointly entered into a settlement
23 agreement with the Department of Justice for their alleged joint violation of the False Claims Act,
24 which included allegations of jointly submitting false claims to Medicare for rehabilitation therapy
25 services that were not reasonable or necessary. The settlement resolved allegations that Defendant
26 LONGWOOD MANAGEMENT LLC submitted false claims for rehabilitation therapy by engaging
27 in a systematic effort to increase Medicare billings. Defendant LONGWOOD MANAGEMENT
28 LLC allegedly knowingly submitted or caused the submission of false and fraudulent claims to

1 Medicare for medically unreasonable and unnecessary Ultra High levels of rehabilitation therapy
2 for Medicare Part A residents. Defendant LONGWOOD MANAGEMENT LLC allegedly
3 pressured therapists to increase the amount of therapy provided to patients to meet pre-planned
4 targets for Medicare revenue. The settlement covers conduct that occurred at facilities operated by
5 DEFENDANTS, including Defendants ARTESIA HEALTHCARE, INC., BURBANK
6 HEALTHCARE LLC, MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC,
7 MONTROSE HEALTHCARE, INC., ABILITY HOMECARE, INC., CANOGA HEALTHCARE
8 LLC, BURLINGTON CONVALESCENT HOSPITAL LLC, CHINO VALLEY
9 REHABILITATION CENTER LLC, COLONIAL CARE CENTER, INC., COVINA CARE
10 CENTER, INC., CRENSHAW NURSING HOME LLC, GREEN ACRES LODGE LLC, ICC
11 CONVALESCENT LLC, IMPERIAL CREST HEALTHCARE CENTER, LLC, LAUREL
12 WELLNESS AND NURSING CENTER, LLC, S.G.V. HEALTHCARE, INC., LONGWOOD
13 MANOR INVESTMENTS II LP, MONTEREY CARE CENTER, INC., NORWALK
14 HEALTHCARE LLC, PARK ANAHEIM HEALTH CARE, LLC, PICO RIVERA
15 HEALTHCARE LLC, SAN GABRIEL CONVALESCENT CENTER LLC, SHEA
16 HEALTHCARE CENTER LLC, STUDIO CITY CONVALESCENT HOSPITAL LLC,
17 SUNNYVIEW CONVALESCENT HOSPITAL LLC, VIEW PARK CONVALESCENT
18 HOSPITAL LLC, and TZIPPY CARE LLC. A true and correct copy of a Department of Justice
19 press release regarding DEFENDANTS' settlement is attached hereto as **Exhibit A**.

20 73. At all relevant times herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
21 were employed by DEFENDANTS under employment agreements that were partly written, partly
22 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
23 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
24 paying PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and due, through
25 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
26 failing to pay minimum wages; failing to provide rest and meal periods; failing to pay meal and
27 rest period premium payments; failing to properly maintain records; failing to provide accurate
28 itemized statements for each pay period; failing to timely pay wages during employment; failing

1 to properly compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for necessary
2 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
3 violation of the California Labor Code (“Labor Code”) and the applicable Industrial Welfare
4 Commission (“IWC”) Wage Order.

5 74. PLAINTIFFS are informed and believe, and thereon allege, that each and every
6 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
7 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
8 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
9 and scope of said agency, employment and/or direction and control.

10 75. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
11 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
12 provision regulating minimum wages or hours and days of work in any order of the Industrial
13 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 76. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
16 Labor Code §§ 2698-2699.5, PLAINTIFFS bring this action on behalf of themselves and all
17 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
18 relevant statutory period.

19 77. Pursuant to Labor Code § 2699.3, PLAINTIFF CARRILLO gave written notice by
20 online filing on April 14, 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 CARRILLO submitted the required \$75.00 filing fee to the
24 LWDA on April 14, 2020. Within sixty-five (65) calendar days of the April 14, 2020 postmark
25 date of PLAINTIFF CARRILLO’s notice letter, the LWDA did not provide notice to PLAINTIFF
26 CARRILLO that it intends to investigate the alleged violations. Pursuant to California Labor
27 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 CARRILLO has complied with all of the requirements set forth in
2 California Labor Code § 2699.3 to commence a representative action under PAGA.

3 78. Pursuant to Labor Code § 2699.3, PLAINTIFF NELSON gave written notice by
4 online filing on June 22, 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 NELSON submitted the required \$75.00 filing fee to the
8 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
9 date of PLAINTIFF NELSON’s notice letter, the LWDA did not provide notice to PLAINTIFF
10 NELSON that it intends to investigate the alleged violations. Pursuant to California Labor Code
11 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
12 not counted as part of the time limited for the commencement of this civil action. Therefore,
13 PLAINTIFF NELSON has complied with all of the requirements set forth in California Labor
14 Code § 2699.3 to commence a representative action under PAGA.

15 79. Pursuant to Labor Code § 2699.3, PLAINTIFF THOMAS gave written notice by
16 online filing on June 22, 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 THOMAS submitted the required \$75.00 filing fee to the
20 LWDA on June 22, 2020. Within sixty-five (65) calendar days of the June 22, 2020 postmark
21 date of PLAINTIFF THOMAS’s notice letter, the LWDA did not provide notice to PLAINTIFF
22 THOMAS that it intends to investigate the alleged violations. Pursuant to California Labor Code
23 § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is
24 not counted as part of the time limited for the commencement of this civil action. Therefore,
25 PLAINTIFF THOMAS has complied with all of the requirements set forth in California Labor
26 Code § 2699.3 to commence a representative action under PAGA.

27 80. Pursuant to Labor Code § 2699.3, PLAINTIFF CRUZ gave written notice by
28 online filing on July 17, 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 CRUZ submitted the required \$75.00 filing fee to the LWDA
4 on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date of
5 PLAINTIFF CRUZ’s notice letter, the LWDA did not provide notice to PLAINTIFF CRUZ that
6 it intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d),
7 the sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted
8 as part of the time limited for the commencement of this civil action. Therefore, PLAINTIFF
9 CRUZ has complied with all of the requirements set forth in California Labor Code § 2699.3 to
10 commence a representative action under PAGA.

11 81. Pursuant to Labor Code § 2699.3, PLAINTIFF TUPUOLA gave written notice by
12 online filing on July 17, 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 TUPUOLA submitted the required \$75.00 filing fee to the
16 LWDA on July 17, 2020. Within sixty-five (65) calendar days of the July 17, 2020 postmark date
17 of PLAINTIFF TUPUOLA’s notice letter, the LWDA did not provide notice to PLAINTIFF
18 TUPUOLA that it intends to investigate the alleged violations. Pursuant to California Labor
19 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 TUPUOLA has complied with all of the requirements set forth in
22 California Labor Code § 2699.3 to commence a representative action under PAGA.

23 82. Pursuant to Labor Code § 2699.3, PLAINTIFF PIERRE 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 PIERRE 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 PIERRE's notice letter, the LWDA did not provide notice to
2 PLAINTIFF PIERRE 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 PIERRE has complied with all of the requirements set forth in California
6 Labor Code § 2699.3 to commence a representative action under PAGA.

7 83. Pursuant to Labor Code § 2699.3, PLAINTIFF DECENA gave written notice by
8 online filing on August 10, 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 DECENA submitted the required \$75.00 filing fee to the
12 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
13 postmark date of PLAINTIFF DECENA's notice letter, the LWDA did not provide notice to
14 PLAINTIFF DECENA 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 DECENA has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 84. Pursuant to Labor Code § 2699.3, PLAINTIFF FALLS gave written notice by
20 online filing on August 10, 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 FALLS submitted the required \$75.00 filing fee to the
24 LWDA on August 10, 2020. Within sixty-five (65) calendar days of the August 10, 2020
25 postmark date of PLAINTIFF FALLS' notice letter, the LWDA did not provide notice to
26 PLAINTIFF FALLS 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 FALLS has complied with all of the requirements set forth in California
2 Labor Code § 2699.3 to commence a representative action under PAGA.

3 85. Pursuant to Labor Code § 2699.3, PLAINTIFF SMITH gave written notice by
4 online filing on August 12, 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 SMITH submitted the required \$75.00 filing fee to the
8 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
9 postmark date of PLAINTIFF SMITH’s notice letter, the LWDA did not provide notice to
10 PLAINTIFF SMITH that it intends to investigate the alleged violations. Pursuant to California
11 Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California Labor Code §
12 2699.3(a) is not counted as part of the time limited for the commencement of this civil action.
13 Therefore, PLAINTIFF SMITH has complied with all of the requirements set forth in California
14 Labor Code § 2699.3 to commence a representative action under PAGA.

15 86. Pursuant to Labor Code § 2699.3, PLAINTIFF DURAN gave written notice by
16 online filing on August 12, 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 DURAN submitted the required \$75.00 filing fee to the
20 LWDA on August 12, 2020. Within sixty-five (65) calendar days of the August 12, 2020
21 postmark date of PLAINTIFF DURAN’s notice letter, the LWDA did not provide notice to
22 PLAINTIFF DURAN that it intends to investigate the alleged violations. Pursuant to California
23 Labor 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 DURAN has complied with all of the requirements set forth in California
26 Labor Code § 2699.3 to commence a representative action under PAGA.

27 87. Pursuant to Labor Code § 2699.3, PLAINTIFF AMEZCUA gave written notice by
28 online filing on August 18, 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 AMEZCUA submitted the required \$75.00 filing fee to the
4 LWDA on August 18, 2020. Within sixty-five (65) calendar days of the August 18, 2020
5 postmark date of PLAINTIFF AMEZCUA’s notice letter, the LWDA did not provide notice to
6 PLAINTIFF AMEZCUA that it intends to investigate the alleged violations. Pursuant to
7 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
8 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
9 civil action. Therefore, PLAINTIFF AMEZCUA has complied with all of the requirements set
10 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

11 88. Pursuant to Labor Code § 2699.3, PLAINTIFF MITCHELL gave written notice by
12 online filing on August 26, 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 MITCHELL submitted the required \$75.00 filing fee to the
16 LWDA on August 26, 2020. Within sixty-five (65) calendar days of the August 26, 2020
17 postmark date of PLAINTIFF MITCHELL’s notice letter, the LWDA did not provide notice to
18 PLAINTIFF MITCHELL that it intends to investigate the alleged violations. Pursuant to
19 California Labor Code § 2699.3(d), the sixty-five (65) day notice period set forth in California
20 Labor Code § 2699.3(a) is not counted as part of the time limited for the commencement of this
21 civil action. Therefore, PLAINTIFF MITCHELL has complied with all of the requirements set
22 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

23 89. Pursuant to Labor Code § 2699.3, PLAINTIFFS GONZALES, DUONG, DUKES,
24 and FLORES gave written notice by online filing on August 8, 2024 to the California Labor and
25 Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the
26 specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated,
27 including the facts and theories to support the alleged violations. PLAINTIFFS GONZALES,
28 DUONG, DUKES, and FLORES submitted the required \$75.00 filing fee to the LWDA on

1 August 8, 2024. Within sixty-five (65) calendar days of the August 8, 2024 postmark date of
2 PLAINTIFFS GONZALES's, DUONG's, DUKES's, and FLORES's notice letter, the LWDA
3 did not provide notice to PLAINTIFFS GONZALES, DUONG, DUKES, and FLORES that it
4 intends to investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the
5 sixty-five (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as
6 part of the time limited for the commencement of this civil action. Therefore, PLAINTIFFS
7 GONZALES, DUONG, DUKES, and FLORES have complied with all of the requirements set
8 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

9 **FACTUAL ALLEGATIONS**

10 **Failure to Provide Required Meal Periods**

11 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

12 90. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
13 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
14 suffered or permitted PLAINTIFFS and other AGGRIEVED EMPLOYEES to take less than the
15 30-minute meal period, or to work through them, and have failed to otherwise provide the
16 required meal periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES pursuant to Labor
17 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

18 91. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
19 Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
21 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
22 workday that a meal period was not provided.

23 **Failure to Provide Required Rest Periods**

24 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]**

25 92. At all times relevant herein, as part of DEFENDANTS' illegal policies and
26 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
27 to provide rest periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES as required under
28 Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

1 93. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
2 2001, § 12 by failing to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES who were not
3 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
4 hour of compensation at each employee's regular rate of pay for each workday that a rest period
5 was not provided.

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

8 94. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
9 DEFENDANTS are required to compensate PLAINTIFFS and other AGGRIEVED
10 EMPLOYEES for all overtime, which is calculated at one and one-half (1 ½) times the regular
11 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
12 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
13 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
14 excess of eight (8) hours on the seventh consecutive day of work in any workweek.

15 95. PLAINTIFFS and other AGGRIEVED EMPLOYEES are current and former non-
16 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
17 and IWC Wage Order No. 5-2001. At times relevant herein, DEFENDANTS failed to
18 compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all overtime hours worked
19 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
20 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
21 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring,
22 suffering or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the
23 clock; requiring, permitting or suffering PLAINTIFFS and other AGGRIEVED EMPLOYEES to
24 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and
25 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
26 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
27 failing to properly maintain PLAINTIFFS' and other AGGRIEVED EMPLOYEES' records;
28 failing to provide accurate itemized wage statements to PLAINTIFFS for each pay period; and

1 other methods to be discovered.

2 96. DEFENDANTS have knowingly and willfully refused to perform their obligations
3 to compensate PLAINTIFFS and other AGGRIEVED EMPLOYEES for all wages earned and all
4 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-
5 2001, § 3.

6 **Failure to Pay Minimum Wages**

7 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

8 97. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
9 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
10 worked in a payroll period is unlawful.

11 98. During the PENALTY PERIOD and in violation of California Labor Code §§
12 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay
13 PLAINTIFFS and other AGGRIEVED EMPLOYEES the applicable minimum wages for all
14 hours worked in a payroll period by, among other things: requiring, suffering or permitting
15 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering
16 or permitting PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through meal
17 breaks; illegally and inaccurately recording time in which PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES worked; failing to properly maintain PLAINTIFFS' and other AGGRIEVED
19 EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFFS
20 and other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

21 **Failure to Timely Pay Wages During Employment**

22 **[Cal. Labor Code § 204]**

23 99. Pursuant to California Labor Code § 204, for all labor performed between the 1st
24 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
25 employees between the 16th and 26th day of the month during which the labor was performed.
26 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
27 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
28 between the 1st and 10th day of the following calendar month. In addition, California Labor Code

1 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
2 no later than the payday of the next regular payroll period.

3 100. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
4 pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all the wages for labor performed by
5 the next regular payroll period as required by California Labor Code § 204.

6 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

7 **[Cal. Labor Code §§ 201, 202, 203]**

8 101. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
9 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
10 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
11 discharge are due and payable immediately.

12 102. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
13 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
14 employment, unless the employee provided 72 hours previous notice of his or her intention to
15 quit, in which case the employee is entitled to his or wages at the time of quitting.

16 103. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
17 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
18 employer is liable for waiting time penalties in the form of continued compensation to the
19 employee at the same rate for up to 30 workdays.

20 104. At times relevant herein, in violation of Labor Code §§ 201 and 202,
21 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
23 employment.

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

26 105. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
27 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
28 wage statements in writing showing each employee's gross wages earned, total hours worked, the

1 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
2 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
3 employee is paid, the name of the employee and only the last four digits of his or her social
4 security number or employee identification number, the name and address of the legal entity or
5 entities employing PLAINTIFFS and other AGGRIEVED EMPLOYEES, and all applicable
6 hourly rates in effect during each pay period and the corresponding number of hours worked at
7 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-
8 2001 § 7.

9 106. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
10 provide PLAINTIFFS and other AGGRIEVED EMPLOYEES with timely and accurate itemized
11 wage statements in accordance with Labor Code § 226(a).

12 107. At times relevant herein, PLAINTIFFS and other AGGRIEVED EMPLOYEES
13 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
14 wage statements as PLAINTIFFS and other AGGRIEVED EMPLOYEES could not promptly
15 and easily determine from the wage statement alone one or more of the following: the gross
16 wages earned, the total hours worked, all deductions made, the net wages earned, the name and
17 address of the legal entity or entities employing PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the
19 corresponding number of hours worked at each hourly rate.

20 **Failure to Maintain Required Records**

21 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

22 108. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive PLAINTIFFS and other AGGRIEVED EMPLOYEES of all wages earned
24 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
25 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but
26 not limited to the following records: total daily hours worked by each employee; applicable rates
27 of pay; all deductions; meal periods; time records showing when each employee begins and ends
28 each work period; and accurate itemized statements.

[Cal. Labor Code § 2802]

FIRST CAUSE OF ACTION

[Cal. Labor Code § 2698, *et seq.*]

114. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil

1 penalties from DEFENDANTS in a representative action for the violations set forth above,
2 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
3 512, 1174(d), 1194, 1197, 1198, and 2802.

4 115. Pursuant to Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
5 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
6 provided, including but not limited to the following:

- 7 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
8 DEFENDANTS are subject to a civil penalty in the amount of one hundred
9 dollars (\$100) for the initial violation for each failure to pay each employee
10 and two hundred dollars (\$200) per employee for violations in subsequent
11 pay periods.
- 12 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
13 DEFENDANTS are subject to a civil penalty in the amount of two hundred
14 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
15 period where a violation occurs and one thousand dollars (\$1,000) per
16 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 17 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
18 on behalf of an employer who violates, or causes to be violated, a section
19 of this chapter or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission," including Labor Code §§ 510
21 and 512, shall be subject to a civil penalty, in addition to any other penalty
22 provided by law, of fifty dollars (\$50) for initial violations for each
23 underpaid employee for each pay period for which the employee was
24 underpaid and one hundred dollars (\$100) for each subsequent violation for
25 each underpaid employee for each pay period for which the employee was
26 underpaid.
- 27 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
28 DEFENDANTS are subject to a civil penalty of five hundred dollars

1 (\$500).

2 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
3 paid to any employee a wage less than the minimum fixed by an order of
4 the commission, shall be subject to a civil penalty as follows: for any initial
5 violation that is intentionally committed, one hundred dollars (\$100) for
6 each underpaid employee for each pay period for which the employee is
7 underpaid; and for each subsequent violation of the same offense, two
8 hundred fifty dollars (\$250) for each underpaid employee for each pay
9 period for which the employee is underpaid regardless of whether the
10 initial violation was intentionally committed.

11 116. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
12 penalty is not specifically provided, the following civil penalties are established: one hundred
13 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
14 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
15 PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
16 violations of Labor Code provisions for which a civil penalty is not specifically provided,
17 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

18 117. PLAINTIFFS additionally seek reasonable attorney's fees and costs pursuant to
19 Labor Code § 2699(g)(1).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFFS, on behalf of themselves and all other AGGRIEVED
22 EMPLOYEES, pray for relief against DEFENDANTS as follows:

23 1. For civil penalties according to proof, including but not limited to all penalties
24 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

25 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
26 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
27 judgment interest;

28 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or

1 any other applicable provisions providing for attorney's fees and costs; and

2 4. For such further relief that the Court may deem just and proper.

3
4 DATED:

Respectfully submitted,

5 MATERN LAW GROUP, PC

6
7 By:

8 MATTHEW J. MATERN
9 MATTHEW W. GORDON
10 VANESSA M. RODRIGUEZ
11 Attorneys for Plaintiffs
12 PHELLIPPE CARRILLO, JACQUELINE
13 NELSON, NARKITA THOMAS, ANDREA
14 CRUZ, CLARIE TUPUOLA, ALMA
15 PIERRE, MARIA BRENDA DECENA,
16 CHRISTINA FALLS, ASHLEY SMITH,
17 IRENE MENDEZ DURAN, CHARLENE
18 AMEZCUA, CHEYENNE MITCHELL,
19 STEVEN GONZALES, ELLEN ANN
20 DUONG, LEKECIA DUKES, and JOSHUA
21 RUBIO FLORES on behalf of themselves
22 and all other aggrieved employees
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DATED: _____ Respectfully submitted,

MATERN LAW GROUP, PC

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EXHIBIT A



THE UNITED STATES ATTORNEY'S OFFICE
CENTRAL DISTRICT *of* CALIFORNIA

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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

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Andrea Cruz, Maria Brenda Decena, Irene Mendez Duran, Christina Falls, Cheyenne Mitchell, Jacqueline Nelson, Alma Pierre, Ashley Smith, Narkita Thomas, Clarie Tupuola, Lekecia Dukes, Ellen Duong, Joshua Rubio Flores, and Steven Gonzales (“Plaintiffs”) and Defendants Artesia Healthcare, Inc. dba Alameda Care Center, Burbank Healthcare LLC dba Burbank Healthcare and Rehabilitation Center, Burlington Convalescent Hospital LLC, Casa Bonita Convalescent Hospital LLC, Ira David Enterprises LLC dba Crofton Manor Inn, ADF Investments LLC dba Huntington Retirement Hotel, ICC Convalescent LLC dba Imperial Care Center, Normandie/Wilshire Retirement Hotel LLC dba California Healthcare Rehabilitation Center, San Dimas Retirement Center LLC, Studio City Convalescent Hospital LLC dba Studio City Rehabilitation Center, Magnolia Gardens Convalescent Hospital LLC, San Gabriel Convalescent Center LLC, Imperial Crest Healthcare Center, LLC, and Shea Healthcare Center LLC dba Whittier Pacific Care Center (“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 *Phellippe Carrillo, et al., v. Longwood Management Corp., et al.*, Case No. 20STCV44876 initiated on November 20, 2020, 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 \$1,615,000.00 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 either PAGA Period A or PAGA Period B, as applicable.

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 (A) the period from September 16, 2019 through the date this Agreement is executed by all Plaintiffs and their counsel, with respect to Covered Employees who, based on Defendants’ records, were employed directly by defendants Artesia Healthcare, Inc. dba Alameda Care Center, Burbank Healthcare LLC dba Burbank Healthcare and Rehabilitation Center, Burlington Convalescent Hospital LLC, Casa Bonita Convalescent Hospital LLC, Ira David Enterprises LLC dba Crofton Manor Inn, ADF Investments LLC dba Huntington Retirement Hotel, ICC Convalescent LLC dba Imperial Care Center, Normandie/Wilshire Retirement Hotel LLC dba California Healthcare Rehabilitation Center, San Dimas Retirement Center LLC, or Studio City Convalescent Hospital LLC dba Studio City Rehabilitation Center (“PAGA Period A”); and (B) the period from August 8, 2023 through the date this Agreement is executed by all Plaintiffs and their counsel, with respect to Covered Employees who, based on Defendants’ records, were employed directly by defendants Magnolia Gardens Convalescent Hospital LLC, San Gabriel Convalescent Center LLC, Imperial Crest Healthcare Center, LLC, or Shea Healthcare Center LLC dba Whittier Pacific Care Center (“PAGA Period B”).

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, allocated based on the applicable PAGA Period, as follows: (A) 25% to the Covered Employees and 75% to the LWDA for PAGA Period A; and (B) 35% to the Covered Employees and 65% to the LWDA for PAGA Period B.

1.25 “Plaintiffs” means Andrea Cruz, Maria Brenda Decena, Irene Mendez Duran, Christina Falls, Cheyenne Mitchell, Jacqueline Nelson, Alma Pierre, Ashley Smith, Narkita Thomas, Clarie Tupuola, Lekecia Dukes, Ellen Duong, Joshua Rubio Flores, and Steven Gonzales.

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 November 20, 2020, Plaintiffs Andrea Cruz, Maria Brenda Decena, Irene Mendez Duran, Christina Falls, Cheyenne Mitchell, Jacqueline Nelson, Alma Pierre, Ashley Smith, Narkita Thomas, and Clarie Tupuola (along with other named plaintiffs who have since been dismissed) commenced this Action by filing a Complaint against Defendants Artesia Healthcare, Inc. dba Alameda Care Center, Burbank Healthcare LLC dba Burbank Healthcare and Rehabilitation Center, Burlington Convalescent Hospital LLC, Casa Bonita Convalescent Hospital LLC, Ira David Enterprises LLC dba Crofton Manor Inn, ADF Investments LLC dba Huntington Retirement Hotel, ICC Convalescent LLC dba Imperial Care Center, Normandie/Wilshire Retirement Hotel LLC dba California Healthcare Rehabilitation Center, San Dimas Retirement Center LLC, and Studio City Convalescent Hospital LLC dba Studio City Rehabilitation Center (along with other defendants who have since been dismissed). 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 November 30, 2020, Plaintiffs filed a First Amended Complaint. On December 16, 2021, Plaintiffs filed a Second Amended Complaint. On October 7, 2024, the Court approved the Parties’ Stipulation to permit the filing of the Third Amended Complaint (“TAC”), which among other things added Plaintiffs Lekecia Dukes, Ellen Duong, Joshua Rubio Flores, and Steven Gonzales who alleged they were directly employed by Defendants Magnolia Gardens Convalescent Hospital LLC, San Gabriel Convalescent Center LLC, Imperial Crest Healthcare Center, LLC, and Shea Healthcare Center LLC dba Whittier Pacific Care Center. The TAC 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 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 \$1,615,000.00 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 \$538,333.33, and a PAGA Counsel Litigation Expenses Payment of not more than \$120,000.00. 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 for PAGA Period A; and 35% to the Covered Employees and 65% to the LWDA for PAGA Period B.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment as follows: (A) for Covered Employees covered by PAGA Period 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 A and (b) multiplying the result by each Covered Employee's number of PAGA Pay Periods; and (B) for Covered Employees covered by PAGA Period B, dividing the amount of the Covered Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Covered Employees during the PAGA Period B 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 worked a total of 227,252 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: Andrea Cruz

Date: Aug 29, 2025

Signature: 
Andrea Cruz (Aug 29, 2025 16:05:36 PDT)

Name: Maria Brenda Decena Date: Sep 4, 2025

Signature: 
Maria B Decena (Sep 4, 2025 23:16:42 PDT)

Name: Irene Mendez Duran Date: _____

Signature: _____

Name: Christina Falls Date: _____

Signature: _____

Name: Cheyenne Mitchell Date: _____

Signature: _____

Name: Jacqueline Nelson Date: _____

Signature: _____

Name: Alma Pierre Date: _____

Signature: _____

Name: Maria Brenda Decena

Date: _____

Signature: _____

Name: Irene Mendez Duran

Date: Sep 3, 2025

Signature: 
Irene Mendez-Duran (Sep 3, 2025 17:48:25 PDT)

Name: Christina Falls

Date: _____

Signature: _____

Name: Cheyenne Mitchell

Date: _____

Signature: _____

Name: Jacqueline Nelson

Date: _____

Signature: _____

Name: Alma Pierre

Date: _____

Signature: _____

Name: Maria Brenda Decena

Date: _____

Signature: _____

Name: Irene Mendez Duran

Date: _____

Signature: _____

Name: Christina Falls

Date: Aug 29, 2025

Signature: 
Christina Falls (Aug 29, 2025 09:49:52 PDT)

Name: Cheyenne Mitchell

Date: _____

Signature: _____

Name: Jacqueline Nelson

Date: _____

Signature: _____

Name: Alma Pierre

Date: _____

Signature: _____

Name: Maria Brenda Decena

Date: _____

Signature: _____

Name: Irene Mendez Duran

Date: _____

Signature: _____

Name: Christina Falls

Date: _____

Signature: _____

Name: Cheyenne Mitchell

Date: Sep 4, 2025

Signature: 

Cheyenne Mitchell (Sep 4, 2025 16:16:56 EDT)

Name: Jacqueline Nelson

Date: _____

Signature: _____

Name: Alma Pierre

Date: _____

Signature: _____

Name: Maria Brenda Decena

Date: _____

Signature: _____

Name: Irene Mendez Duran

Date: _____

Signature: _____

Name: Christina Falls

Date: _____

Signature: _____

Name: Cheyenne Mitchell

Date: _____

Signature: _____

Name: Jacqueline Nelson

Date: Aug 29, 2025

Signature: 

Jacqueline Nelson (Aug 29, 2025 00:44:47 PDT)

Name: Alma Pierre

Date: _____

Signature: _____

Name: Maria Brenda Decena

Date: _____

Signature: _____

Name: Irene Mendez Duran

Date: _____

Signature: _____

Name: Christina Falls

Date: _____

Signature: _____

Name: Cheyenne Mitchell

Date: _____

Signature: _____

Name: Jacqueline Nelson

Date: _____

Signature: _____

Name: Alma Pierre

Date: Sep 2, 2025

Signature:  _____

Alma D. Pierre (Sep 2, 2025 13:42:26 PDT)

Name: Ashley Smith Date: Sep 3, 2025

Signature: 
Ashley Smith (Sep 3, 2025 14:41:15 PDT)

Name: Narkita Thomas Date:

Signature:

Name: Clarie Tupuola Date:

Signature:

Name: Lekecia Dukes Date:

Signature:

Name: Ellen Duong Date:

Signature:

Name: Joshua Rubio Flores Date:

Signature:

Name: Ashley Smith

Date: _____

Signature: _____

Name: Narkita Thomas

Date: Aug 28, 2025

Signature: 
Narkita Thomas (Aug 28, 2025 20:43:09 CDT)

Name: Clarie Tupuola

Date: _____

Signature: _____

Name: Lekecia Dukes

Date: _____

Signature: _____

Name: Ellen Duong

Date: _____

Signature: _____

Name: Joshua Rubio Flores

Date: _____

Signature: _____

Name: Ashley Smith

Date: _____

Signature: _____

Name: Narkita Thomas

Date: _____

Signature: _____

Name: Clarie Tupuola

Date: Aug 29, 2025

Signature:  _____
Clarie Tupuola (Aug 29, 2025 13:09:39 PDT)

Name: Lekecia Dukes

Date: _____

Signature: _____

Name: Ellen Duong

Date: _____

Signature: _____

Name: Joshua Rubio Flores

Date: _____

Signature: _____

Name: Ashley Smith

Date: _____

Signature: _____

Name: Narkita Thomas

Date: _____

Signature: _____

Name: Clarie Tupuola

Date: _____

Signature: _____

Name: Lekecia Dukes

Date: Sep 2, 2025

Signature: 

Lekecia Dukes (Sep 2, 2025 08:20:51 PDT)

Name: Ellen Duong

Date: _____

Signature: _____

Name: Joshua Rubio Flores

Date: _____

Signature: _____

Name: Ashley Smith

Date: _____

Signature: _____

Name: Narkita Thomas

Date: _____

Signature: _____

Name: Clarie Tupuola

Date: _____

Signature: _____

Name: Lekecia Dukes

Date: _____

Signature: _____

Name: Ellen Duong

Date: Aug 29, 2025

Signature: 

Ellen Ann Duong (Aug 29, 2025 14:18:52 PDT)

Name: Joshua Rubio Flores

Date: _____

Signature: _____

Name: Ashley Smith

Date: _____

Signature: _____

Name: Narkita Thomas

Date: _____

Signature: _____

Name: Clarie Tupuola

Date: _____

Signature: _____

Name: Lekecia Dukes

Date: _____

Signature: _____

Name: Ellen Duong

Date: _____

Signature: _____

Name: Joshua Rubio Flores

Date: Aug 28, 2025

Signature: 
Joshua Flores (Aug 28, 2025 17:45:09 PDT)

Name: Steven Gonzales

Date: Aug 28, 2025

Signature:  Steven Gonzales (Aug 28, 2025 17:31:10 PDT)

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon

Date: September 4, 2025

Signature: 

DEFENDANTS:

Artesia Healthcare, Inc.

Name: _____

Date: _____

Signature: _____

Burbank Healthcare LLC

Name: _____

Date: _____

Signature: _____

Burlington Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

Name: Steven Gonzales

Date: Aug 28, 2025

Signature: Steven Gonzales (Aug 28, 2025 17:51:30 PDT)

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon

Date: September 4, 2025

Signature: Matthew W. Gordon

DEFENDANTS:

Name: Artesia Healthcare, Inc.
BARBARA CZARNIK

Date: 9-8-25

Signature: B Czarnik

Name: Burbank Healthcare LLC

Date: _____

Signature: _____

Name: Burlington Convalescent Hospital LLC

Date: _____

Signature: _____

Name: Steven Gonzales

Date: Aug 28, 2025

Signature: Steven Gonzales (Aug 28, 2025 17:31:30 PDT)

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon

Date: September 4, 2025

Signature: Matthew W. Gordon

DEFENDANTS:

Artesia Healthcare, Inc.

Name: _____

Date: _____

Signature: _____

Burbank Healthcare LLC

Name: _____

Date: 9/9/2025

Signature: Ermine Alaverdyan

Burlington Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

Name: Steven Gonzales

Date: Aug 28, 2025

Signature: Steven Gonzales (Aug 28, 2025 17:51:30 PDT)

MATERN LAW GROUP, PC:

Name: Matthew W. Gordon

Date: September 4, 2025

Signature: Matthew W. Gordon

DEFENDANTS:

Artesia Healthcare, Inc.

Name: _____

Date: _____

Signature: _____

Burbank Healthcare LLC

Name: _____

Date: _____

Signature: _____

Burlington Convalescent Hospital LLC

Name: Jeffrey Huang

Date: 9/19/25

Signature: [Signature]

Casa Bonita Convalescent Hospital LLC

Name: Richard Escontrias

Date: 9-8-2025

Signature: Richard Escontrias

Ira David Enterprises LLC

Name: _____

Date: _____

Signature: _____

ADF Investments LLC

Name: _____

Date: _____

Signature: _____

ICC Convalescent LLC

Name: _____

Date: _____

Signature: _____

Normandie/Wilshire Retirement Hotel LLC

Name: _____

Date: _____

Signature: _____

Casa Bonita Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

Ira David Enterprises LLC

Name: Amalia Esquivias

Date: 9-9-25

Signature: Amalia Esquivias

ADF Investments LLC

Name: _____

Date: _____

Signature: _____

ICC Convalescent LLC

Name: _____

Date: _____

Signature: _____

Normandie/Wilshire Retirement Hotel LLC

Name: _____

Date: _____

Signature: _____

Casa Bonita Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

Ira David Enterprises LLC

Name: _____

Date: _____

Signature: _____

ADF Investments LLC

Name: Heather Argueta

Date: 9-9-25

Signature: Heather Argueta

ICC Convalescent LLC

Name: _____

Date: _____

Signature: _____

Normandie/Wilshire Retirement Hotel LLC

Name: _____

Date: _____

Signature: _____

Casa Bonita Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

Ira David Enterprises LLC

Name: _____

Date: _____

Signature: _____

ADF Investments LLC

Name: _____

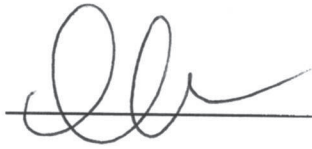
Date: _____

Signature: _____

ICC Convalescent LLC

Name: Olivia Pouda

Date: 09/08/2025

Signature: 

Normandie/Wilshire Retirement Hotel LLC

Name: _____

Date: _____

Signature: _____

Casa Bonita Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

Ira David Enterprises LLC

Name: _____

Date: _____

Signature: _____

ADF Investments LLC

Name: _____

Date: _____

Signature: _____

ICC Convalescent LLC

Name: _____

Date: _____

Signature: _____

Normandie/Wilshire Retirement Hotel LLC

Name: _____

Date: 9/9/25

Signature: David Alemi

San Dimas Retirement Center LLC

Name:

Patsulla Gaytan

Date:

9/9/25

Signature:

Patsulla Gaytan

Studio City Convalescent Hospital LLC

Name:

Date:

Signature:

Magnolia Gardens Convalescent Hospital LLC

Name:

Date:

Signature:

San Gabriel Convalescent Center LLC

Name:

Date:

Signature:

Imperial Crest Healthcare Center, LLC

Name:

Date:

Signature:

San Dimas Retirement Center LLC

Name: _____

Date: _____

Signature: _____

Studio City Convalescent Hospital LLC

Name: Heather Shouhed

Date: 9/10/2025

Signature:  _____

Magnolia Gardens Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

San Gabriel Convalescent Center LLC

Name: _____

Date: _____

Signature: _____

Imperial Crest Healthcare Center, LLC

Name: _____

Date: _____

Signature: _____

San Dimas Retirement Center LLC

Name: _____

Date: _____

Signature: _____

Studio City Convalescent Hospital LLC

Name: _____

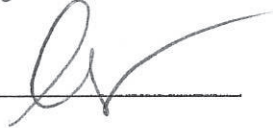
Date: _____

Signature: _____

Magnolia Gardens Convalescent Hospital LLC

Name: Amy Velazquez

Date: 9/9/25

Signature: 

San Gabriel Convalescent Center LLC

Name: _____

Date: _____

Signature: _____

Imperial Crest Healthcare Center, LLC

Name: _____

Date: _____

Signature: _____

San Dimas Retirement Center LLC

Name: _____

Date: _____

Signature: _____

Studio City Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

Magnolia Gardens Convalescent Hospital LLC

Name: _____

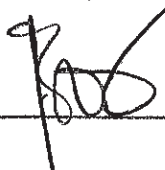
Date: _____

Signature: _____

San Gabriel Convalescent Center LLC

Name: BRENDA NICOLAS

Date: 9/9/2025

Signature: 

Imperial Crest Healthcare Center, LLC

Name: _____

Date: _____

Signature: _____

San Dimas Retirement Center LLC

Name: _____

Date: _____

Signature: _____

Studio City Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

Magnolia Gardens Convalescent Hospital LLC

Name: _____

Date: _____

Signature: _____

San Gabriel Convalescent Center LLC

Name: _____

Date: _____

Signature: _____

Imperial Crest Healthcare Center, LLC

Name: Rahul Dharwadkar

Date: 9/23/25

Signature: RL

Shea Healthcare Center LLC

Name:

Yong Kim

Date:

9/9/2025

Signature:



PAUL HASTINGS LLP:

Name:

Chris A. Jalian

Date: 9/23/2025

Signature:



LEGAL_US_W # 183808483.1

EXHIBIT 3

CASE NAME: CARILLO V. LONGWOOD, ET AL.

Requesting Attorney: Vanessa M. Rodriguez
Plaintiff or Defense: Plaintiff
Firm Name: Matern Law Group
Telephone: (310) 531-1923
Email: vrodriquez@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: 8,700

Language Translation Services: No

Settlement Website: No

Payment Option: Check

Undeliverable Check Rate: 10%

Check Reminder Postcard: No

Unclaimed Funds: SCO

Postage Total: \$6,684.58

Grand Total: \$55,889.63

CPT'S DISCOUNTED FEE: \$39,000.00

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.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	8	\$760.00
Project Manager: Format Documents	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	8	\$1,200.00
National Change of Address Search (NCOA)	\$350.00	1	\$350.00
XML Lex ID Skip Trace	\$0.50	870	\$435.00
Sub Total:			\$2,840.00

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	1,740	\$5,220.00
Sub Total:			\$5,520.00

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	8,700	\$870.00
Sub Total:			\$1,305.00

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	18	\$2,700.00
Project Manager: Correspondence w/Parties	\$95.00	9	\$855.00
Programming: Setup & Printing of Checks	\$150.00	7	\$1,050.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & 1099	\$2.75	8,700	\$23,925.00
First-Class Postage (up to 1 oz.)*	\$0.67	8,700	\$5,829.00
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Update Undeliverable Checks Database	\$0.50	870	\$435.00
Clerical Staff	\$60.00	2	\$120.00
Skip Trace for Best Address	\$0.50	870	\$435.00
Remail Undeliverable Checks	\$3.00	792	\$2,376.00
First-Class Postage (up to 1 oz.)	\$0.74	792	\$586.08
Re-Issue Checks as Required	\$5.00	348	\$1,740.00
First-Class Postage (up to 1 oz.)	\$0.74	348	\$257.52
Sub Total:			\$42,108.60

*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	1,827	\$274.05
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:			\$1,076.03

Total Administration Costs: \$55,889.63

Courtesy Discount: -\$16,889.63

CPT'S DISCOUNTED FLAT FEE: \$39,000.00

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 disabling 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