

COPY

FAXED

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

AZADIAN LAW GROUP, PC
George S. Azadian (SBN 253342)
George@azadianlawgroup.com
Ani Azadian (SBN 284007)
Edrik Mehrabi (SBN 299120)
790 E. Colorado Blvd., 9th Floor
Pasadena, California 91101
Tel: (626) 449-4944
Fax: (626) 628-1722

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Daniel J. Brown (SBN 307604)
dbrown@haineslawgroup.com
2274 East Maple Avenue
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

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

BARBARA J. BOWLIN-BURDICK, an
individual on behalf of herself and all others
similarly situated,

Plaintiff,

v.

LIFE CARE CENTERS OF AMERICA,
INC., a corporation; and DOES 1 through 10
inclusive,

Defendants.

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

JAN 16 2018

Sherri R. Carter, Executive Officer/Clerk
By: Maria Aguirre, Deputy

Case No. BC657139

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);**
- (2) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 516);**
- (3) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203)**
- (4) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, et seq.);**
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, et seq.).**
- (6) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 et seq.)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs Barbara J. Bowlin-Burdick and Lucy Chavez (hereinafter “Plaintiffs”) on behalf
2 of themselves and all others similarly situated, hereby bring this Second Amended Class and
3 Representative Action Complaint (“SAC”) against Life Care Centers of America, Inc., a
4 Tennessee Corporation, dba Bel Torren Villa Convalescent Hospital, La Habra Convalescent
5 Hospital, North Walk Villa Convalescent Hospital, Rimrock Convalescent Hospital, Life Care
6 Center Of Menifee, Mirada Hills Rehabilitation And Convalescent Hospital; Escondido Medical
7 Investors Limited Partnership Life Care Center of Escondido, a Tennessee Limited Partnership,
8 dba Life Care Center Of Escondido; El Toro Medical Investors Limited Partnership, a Tennessee
9 Limited Partnership; Garden Grove Medical Investors Limited Partnership, a Tennessee Limited
10 Partnership; Vista Medical Investors Limited Partnership, a Tennessee Limited Partnership; and
11 DOES 5 to 10, inclusive (collectively “Defendants”), and on information and belief alleges as
12 follows:

13 **JURISDICTION**

14 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
15 this SAC for recovery of unpaid wages and penalties under California Business and Professions
16 Code § 17200 *et. seq.*, Labor Code §§ 201-203, 204, 226 *et. Seq.*, 226.7, 512, 516, 558, 2698 *et*
17 *seq.*, and Industrial Welfare Commission Wage Order 5 (“Wage Order 5”), in addition to seeking
18 declaratory relief and restitution. This SAC is brought pursuant to California Code of Civil
19 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
20 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

21 **VENUE**

22 2. Venue is proper in this judicial district pursuant to California Code of Civil
23 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
24 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
25 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
26 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
27 service of process.

28 ///

1 **PARTIES**

2 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
3 Plaintiffs were and currently are California residents. During the four years immediately
4 preceding the filing of the Complaint in this action and within the statute of limitations periods
5 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as a non-
6 exempt employees. Plaintiffs were and are victims of Defendants’ policies and/or practices
7 complained of herein, lost money and/or property, and have been deprived of the rights
8 guaranteed by Labor Code §§ 201-203, 204, 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq.*,
9 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage
10 Order 5, which sets employment standards for the Public Housekeeping Industry.

11 4. Plaintiffs are informed and believe, and based thereon allege, that since July 16,
12 2015, and continuing to the present, Defendants did (and continue to do) business by owning and
13 operating nursing homes that provide skilled nursing and long-term care, and employed Plaintiff
14 Bowlin-Burdick and other similarly-situated non-exempt employees within Los Angeles County
15 and the state of California and, therefore, were (and are) doing business in Los Angeles County
16 and the State of California.

17 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
18 corporate, of the defendants sued herein as DOES 3 to 10, inclusive, and for that reason, said
19 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
20 amend this SAC when such true names and capacities are discovered. Plaintiffs are informed, and
21 believe, and based thereon allege, that each of said fictitious defendants, whether individual,
22 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
23 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 14) to be subject to
24 the unlawful employment practices, wrongs, injuries and damages complained of herein.

25 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
26 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

27 7. At all times herein mentioned, each of said Defendants participated in the doing
28 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the

1 Defendants, and each of them, were the agents, servants, and employees of each and every one of
2 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
3 were acting within the course and scope of said agency and employment. Defendants, and each
4 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
5 omissions complained of herein.

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

11 **GENERAL FACTUAL ALLEGATIONS**

12 9. Plaintiff Bowlin-Burdick was initially hired by Defendants on approximately May
13 9, 2016, and worked as a non-exempt employee in the Admissions Department at Defendants'
14 Bel Tooren Villa Convalescent Hospital in Bellflower, California. Plaintiff Bowlin-Burdick
15 separated from employment with Defendants on approximately February 10, 2017.

16 10. Plaintiff Chavez was initially hired by Defendants in approximately June 22, 2016,
17 and worked in the non-exempt position of "Certified Nursing Assistant" at Defendants' Life Care
18 Center of Menifee location in Riverside, California. Plaintiff Chavez separated from employment
19 with Defendants in approximately February 19, 2017.

20 11. Throughout the duration of Plaintiffs' employment with Defendants, they were not
21 provided all legally compliant meal periods due to Defendants' meal period policies/practices
22 which fail to provide a timely first meal period (i.e. a first meal period commencing before the
23 end of the fifth hour of work). Additionally, Plaintiffs' meal periods were often "short," as they
24 were often not provided full 30-minute meal periods for their first meal period. Further,
25 Defendants did not provide a second meal period to Plaintiffs when they worked shifts in excess
26 of 10.0 hours. Plaintiffs' missed, late, and short meal periods were a direct result of Defendants'
27 policy/practice of intentionally understaffing their nursing homes while simultaneously requiring
28 Plaintiffs, and other non-exempt employees, to remain at their posts unless relieved. In addition,

1 on those occasions when Plaintiffs were not provided with all legally-compliant meal periods to
2 which they were entitled, Defendants failed to compensate Plaintiffs with the required meal period
3 premiums for each workday in which they experienced a meal period violation as mandated by
4 Labor Code § 226.7.

5 12. Throughout Plaintiffs' employment with Defendants, Plaintiffs were not
6 authorized and permitted to take legally required rest periods due to Defendants' unlawful rest
7 period policies and practices. Specifically, during at least a portion of Plaintiffs' employment,
8 Defendants maintained a facially invalid rest period policy which did not authorize a rest period
9 of at least 10 minutes, and instead only authorized a rest period of up to 10 minutes. Specifically,
10 the policy states, "Associates working 8-hour[s] are granted up to [a] 10-minute break during the
11 first half of the shift and another 10 minute break during the second half of the shift." Further,
12 Defendants' rest period policy impermissibly prohibits employees from leaving Defendants'
13 premises for their rest periods, specifically stating "Associates are not permitted to leave the
14 facility premises during paid rest periods (i.e., to run personal errands, smoke, walk or drive to a
15 convenience store, coffee shop, fast food, etc.)." Defendants' written rest period policy also states
16 "Associates who choose to continue working or who are unable to take a break will not be
17 permitted to leave work before the shift normally ends." (emphasis added.) However, despite
18 Defendants' written rest period policy expressly acknowledging that employees are unable to take
19 all rest periods, Defendants did not pay Plaintiffs any missed rest period premium payments as
20 required by Labor Code § 226.7, and upon information and belief, during at least a portion of the
21 putative class period, Defendants maintained no payroll code or other mechanism for paying rest
22 period premiums when Defendants failed to provide a legally compliant rest period.

23 13. As a result of Defendants' failure to pay all meal and rest period premium wages,
24 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to
25 Plaintiffs, and failed to pay Plaintiffs all wages owed at the time of their separation.

26 CLASS ACTION ALLEGATIONS

27 14. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
28 following Classes pursuant to § 382 of the Code of Civil Procedure:

1 a. The Meal Period Class consists of all Defendants' current and former non-exempt
2 employees in California who: (i) worked at least one shift in excess of 5.0 hours
3 without a meal period of at least 30 minutes in duration commencing prior to the
4 conclusion of the fifth hour of work as reflected in their timekeeping records, and
5 who do not have a corresponding meal period premium payment made for such
6 shifts; and/or (ii) worked at least one shift in excess of 10.0 hours without a second
7 meal period of at least 30 minutes in duration commencing prior to the conclusion
8 of the tenth hour of work as reflected in their timekeeping records, and who do not
9 have a corresponding meal period premium payment made for such shifts since
10 July 16, 2015, through the present.

11 b. The Rest Period Class consists of current and former non-exempt employees who
12 worked at least one shift in excess of 3.5 hours during the period July 16, 2015,
13 through the present.

14 c. The Wage Statement Class consists of all members of the Meal Period Class and/or
15 Rest Period Class who received a wage statement during the one year immediately
16 preceding the filing of the Complaint through the present.

17 d. The Waiting Time Class consists of Defendants' formerly employed members of
18 the Meal Period Class and/or Rest Period Class who separated from employment
19 during the period July 16, 2015, through the present.

20 15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
21 joinder of all members would be unfeasible and not practicable. The membership of the Classes
22 and Subclasses are unknown to Plaintiffs at this time; however, it is estimated that the members
23 of the Classes number greater than one hundred (100) individuals. The identity of such
24 membership is readily ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- ii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- iv. Whether Defendants' polices/practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation were lawful pursuant to labor code §§ 201-203.

17. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping polices/practices and meal period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

18. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the SAC. As alleged herein, Plaintiffs, like the members of the Classes, were not provided all required meal and rest periods, did not receive meal and rest period premium wages, did not receive accurate and itemized wage statements, and did not receive all final wages owed to them upon their separation of employment with Defendants.

19. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously

1 prosecuting this action on behalf of the members of the Classes.

2 20. **Superiority:** The California Labor Code is broadly remedial in nature and serves
3 an important public interest in establishing minimum working conditions and standards in
4 California. These laws and labor standards protect the average working employee from
5 exploitation by employers who have the responsibility to follow the laws and who may seek to
6 take advantage of superior economic and bargaining power in setting onerous terms and
7 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
8 and members of the Classes make the class action format a particularly efficient and appropriate
9 procedure to redress the violations alleged herein. If each employee were required to file an
10 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
11 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
12 their vastly superior financial and legal resources. Moreover, requiring each member of the
13 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
14 employees who would be disinclined to file an action against their former and/or current employer
15 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
16 employment. Further, the prosecution of separate actions by the individual class members, even
17 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
18 with respect to the individual class members against Defendants herein; and which would
19 establish potentially incompatible standards of conduct for Defendants; and/or legal
20 determinations with respect to individual class members which would, as a practical matter, be
21 dispositive of the interest of the other class members not parties to adjudications or which would
22 substantially impair or impede the ability of the class members to protect their interests. Further,
23 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
24 individual prosecution considering all of the concomitant costs and expenses attending thereto.
25 As such, the Classes identified in Paragraph 14 are maintainable as a Class under § 382 of the
26 Code of Civil Procedure.

27 **FIRST CAUSE OF ACTION**

28 **MEAL PERIOD VIOLATIONS**

1 (AGAINST ALL DEFENDANTS)

2 21. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

3 22. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 failed in their affirmative obligation to provide all of their non-exempt employees in California,
5 including Plaintiffs and members of the Meal Period Class, with all legally compliant meal
6 periods in accordance with the mandates of the California Labor Code and Wage Order 5, § 11.
7 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and
8 members of the Meal Period Class at their respective regular rates of pay, in accordance with
9 California Labor Code §§ 204, 210, 226.7, and 512.

10 23. As a result, Defendants are responsible for paying premium compensation for meal
11 period violations pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 5, including
12 interest thereon, statutory penalties, civil penalties, and costs of suit.

13 **SECOND CAUSE OF ACTION**

14 **REST PERIOD VIOLATIONS**

15 (AGAINST ALL DEFENDANTS)

16 24. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

17 25. Wage Order 5, § 12 and California Labor Code §§ 226.7 and 516 establish the
18 right of employees to be provided with a duty free rest period of at least ten (10) minutes for each
19 four (4) hour period worked or major fraction thereof.

20 26. Due to their unlawful rest period policies and/or practices, Defendants did not
21 authorize and permit members of the Rest Period Class to take all duty free rest periods to which
22 they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional
23 hour of pay to Plaintiffs and the Rest Period Class at their respective regular rates of pay for each
24 violation in accordance with California Labor Code § 226.7.

25 27. The foregoing violations create an entitlement to recovery by Plaintiffs and
26 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
27 owing, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 5,
28 California Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

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

THIRD CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

28. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

29. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

30. Defendants failed to timely pay Plaintiffs all of their final wages at the time of termination, which include meal and rest period premium wages. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

31. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

FOURTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

32. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with complete and accurate wage statements reflecting

1 meal period premiums and rest period premiums, in violation of Labor Code § 226 *et seq.*

2 34. Defendants' failures in furnishing Plaintiffs and members of the Wage Statement
3 Class with complete and accurate itemized wage statements resulted in actual injury, as said
4 failures led to, among other things, the non-payment of all meal and rest period premium wages,
5 and deprived them of the information necessary to identify the discrepancies in Defendants'
6 reported data.

7 35. Defendants' failures create an entitlement to recovery by Plaintiffs and members
8 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
9 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
10 costs of suit according to California Labor Code § 226 *et seq.*

11 **FIFTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

13 **(AGAINST ALL DEFENDANTS)**

14 36. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

15 37. Defendants have engaged and continue to engage in unfair and/or unlawful
16 business practices in California in violation of California Business and Professions Code § 17200
17 *et seq.*, by failing to provide all required meal periods and authorize and permit all rest periods,
18 or pay premium payments in lieu thereof.

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

24 39. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
25 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full
26 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
27 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
28 and 17208.

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

3 41. Plaintiffs are compelled to retain the services of counsel to file this court action to
4 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf
5 of Defendants' current non-exempt employees, and to enforce important rights affecting the
6 public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs,
7 which they are entitled to recover under Code of Civil Procedure § 1021.5.

8 **SIXTH CAUSE OF ACTION**
9 **PRIVATE ATTORNEYS GENERAL ACT**
10 **(AGAINST ALL DEFENDANTS)**

11 42. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

12 43. Defendants have committed several Labor Code violations against Plaintiffs,
13 members of the Classes, and other similarly aggrieved employees.

14 44. Plaintiff Chavez, an “aggrieved employee” within the meaning of Labor Code §
15 2698 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings this
16 representative action against Defendants to recover the civil penalties due to Plaintiffs, the
17 members of the Classes, other similarly aggrieved employees, and the State of California
18 according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to \$100.00
19 for each initial violation and \$200 for each subsequent violation per employee per pay period for
20 the following Labor Code violations:

21 (a) Failing to provide all legally required meal periods, or pay premium pay in lieu
22 thereof, to Plaintiffs, the Meal Period Class, and other similarly aggrieved employees at their
23 regular rates of compensation in violation of Labor Code §§ 226.7, 512, 558, 1198;

24 (b) Failing to authorize and permit all legally required rest periods to Plaintiffs, the
25 Rest Period Class, and other similarly aggrieved employees at their regular rates of compensation
26 in violation of Labor Code §§ 226.7, 516, 558, and 1198;

27 (c) Failing to furnish Plaintiff Chavez, and other similarly aggrieved employees with
28 complete, accurate, itemized wage statements in violation of Labor Code § 226;

1 (d) Failing to pay non-exempt employees all earned wages at least twice during each
2 calendar month in violation of Labor Code § 204; and

3 (e) Failing to maintain accurate records on behalf of Plaintiffs and similarly aggrieved
4 employees in violation of Labor Code § 1174.

5 45. On or about July 5, 2017, Plaintiff Chavez notified Defendants and the California
6 Labor and Workforce Development Agency (“LWDA”) via e-mail of Defendants’ violations of
7 the California Labor Code and Plaintiff Chavez’s intent to bring a claim for civil penalties under
8 California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code
9 identified in Paragraph 44 (a)-(e). Now that sixty-five days have passed from Plaintiff Chavez
10 notifying Defendants of the aforementioned violations, Plaintiff Chavez will have exhausted her
11 administrative requirements for bringing a claim under the Private Attorneys General Act with
12 respect to these violations.

13 46. Plaintiff Chavez was compelled to retain the services of counsel to file this court
14 action to protect her interests, that of the members of the Classes, and other similarly aggrieved
15 employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff Chavez
16 has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California
17 Labor Code § 2699.

18 **PRAYER**

19 WHEREFORE, Plaintiffs prays for judgment for themselves and for all others on whose
20 behalf this suit is brought against Defendants, as follows:

- 21 1. For an order certifying the proposed Classes;
- 22 2. For an order appointing Plaintiffs as representatives of the Classes;
- 23 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 24 4. Upon the First Cause of Action, for compensatory, consequential, general and
25 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 26 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
27 special damages according to proof pursuant to Labor Code §§ 226., 516, and 558;
- 28 6. Upon the Third Cause of Action, for statutory waiting time penalties pursuant to

1 Labor Code §§ 201-203;

2 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code
3 § 226;

4 8. Upon the Fifth Cause of Action, for restitution to Plaintiffs and members of the
5 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
6 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
7 *seq.*;

8 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff Chavez, the
9 members of the Classes, other similarly aggrieved employees, and the State of California
10 according to proof pursuant to Labor Code § 2699(a) and (f) including, (1) \$50.00 for each initial
11 violation and \$100.00 for each subsequent violation of Labor Code § 558 per employee per pay
12 period plus an amount sufficient to recover the unpaid wages; (2) \$100.00 for each initial violation
13 and \$ 200.00 for each subsequent violation per employee per pay period for the violations of the
14 Labor Code Sections cited in Labor Code § 2699.5;

15 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
16 Code § 218.6 and Civil Code §§ 3287 and 3289;

17 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
18 §226, and Code of Civil Procedure § 1021.5; and

19 12. For such other and further relief the Court may deem just and proper.

20 Dated: January 8, 2018

Respectfully submitted,
HAINES LAW GROUP, APC

21
22
23 By: _____



Paul K. Haines
Attorneys for Plaintiffs

24 ///

25 ///

26 ///

27 ///

28 ///

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

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

Dated: January 8, 2018

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiffs

PROOF OF SERVICE

Lucy Chavez v. Life Care Centers of America, Inc., et al.
Riverside County Superior Court Case No. RIC1712258

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245.

On January 15, 2018, I served the foregoing document(s) described as:

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Stacey F. Blank, Esq.
Email: sblank@wshblaw.com
WOOD, SMITH, HENNING & BERMAN LLP
10960 Wilshire Boulevard, 18th Floor
Los Angeles, California 90024-3804
Attorneys for Defendants LIFE CARE CENTERS OF AMERICA, INC.

Sara A. Zimmerman, Esq.
Email: szimmerman@wshblaw.com
WOOD, SMITH, HENNING & BERMAN LLP
9333 Fairway View Place, Suite 200
Rancho Cucamonga, California 91730
Attorneys for Defendants LIFE CARE CENTERS OF AMERICA, INC.

George Azadian, Esq.
Email: george@azadianlawgroup.com
Ani Azadian, Esq.
Email: ani@azadianlawgroup.com
Edrik Mehrabi, Esq.
Email: edrik@azadianlawgroup.com
AZADIAN LAW GROUP, INC.
790 E. Colorado Blvd., 9th Floor
Pasadena, California 91101
Attorneys for Plaintiff BARBARA BOWLIN-BURDICK

(VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

1 [X] (STATE) I declare under penalty of perjury under the laws of the State of California that
2 the above is true and correct.

3 Executed on January 15, 2018, at El Segundo, California.

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