

Electronically FILED by Superior Court of California, County of Los Angeles on 02/25/2021 02:01 PM Sherri R. Carter, Executive Officer/Clerk of Court, by M. Barel, Deputy Clerk

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11 other aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – CENTRAL**

14 LAURA HERRERA, individually and on
15 behalf of all other aggrieved employees,

16 Plaintiffs,

17 v.

18 CASCADE LIVING GROUP
19 MANAGEMENT, LLC, an active Washington
20 Limited Liability Company; and DOES 1
21 through 10,

22 Defendants.
23
24
25
26
27
28

Case No.: 21STCV07475

Assigned to:

Department:

Complaint Filed:

**COMPLAINT FOR VIOLATIONS
UNDER THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

1 Plaintiff LAURA HERRERA ("Plaintiff") brings this action under the California
2 Private Attorneys General Act ("PAGA") on behalf of the State of California, as the
3 representative Plaintiff that includes herself and all other aggrieved employees as
4 described herein, and alleges:

- 5 1. At all relevant times hereto, Plaintiff LAURA HERRERA is a resident of the
6 State of California, and was employed by Defendant CASCADE LIVING
7 GROUP MANAGEMENT, LLC (hereinafter "Defendant") in California from
8 November 2018 through on or about March 7, 2020.
- 9 2. At all times relevant hereto, Defendant CASCADE LIVING GROUP
10 MANAGEMENT, LLC (hereinafter "CASCADE") was an active Washington
11 Limited Liability Company and was doing business in California. Defendant
12 CASCADE is engaged in the business of owning and operating senior care and
13 senior living facilities throughout California.
- 14 3. Plaintiff is ignorant of the true names, capacities, relationships and extent of
15 participation in the conduct herein alleged, of the Defendants sued herein as
16 Does 1 through 10, but he is informed and believes and thereon alleges that said
17 Defendants are legally responsible for the wrongful conduct alleged herein and
18 therefore sues these Defendants by such fictitious names under Code of Civil
19 Procedure § 474. Plaintiff will amend this Complaint to allege their true names
20 and capacities when ascertained.
- 21 4. Plaintiff is informed and believes and thereon alleges that each Defendant acted
22 in all respects pertinent to this action as the agent of the other Defendants,
23 carried out a joint scheme, business plan or policy in all respects pertinent
24 hereto, and the acts of each Defendant are legally attributable to the other
25 Defendants.
- 26 5. Venue is proper in this judicial district, pursuant to Code of Civil Procedure §
27 395. The County of Los Angeles is the proper venue, because work for
28 Defendant was performed by Plaintiff in the County of Los Angeles and the

1 legal obligations owed by Defendant to Plaintiff and other aggrieved employees
2 were breached in the County of Los Angeles.

- 3 6. This action is brought by Plaintiff on behalf of all aggrieved employees as
4 described as follows: All current and former non-exempt employees who
5 worked for Defendants in California during the covered time period.
- 6 7. On December 19, 2020, Plaintiff on behalf of the State of California, herself, and
7 all aggrieved employees provided written notice by online submission to the
8 Labor and Workforce Development Agency ("LWDA") and by certified mail to
9 Defendants that Defendants have violated and continue to violate the California
10 Labor Code. Plaintiff's claim was assigned case number LWDA-CM-816251-20
11 by the LWDA. A true and correct copy of Plaintiff's notice letter is attached
12 hereto as **Exhibit "A"**.
- 13 8. Pursuant to Lab. Code §2699.3(a), no response has been received from the
14 LWDA of its intent to prosecute within sixty-five (65) days of the postmark date
15 of December 19, 2020 regarding Plaintiff's allegations.
- 16 9. As a result, Plaintiff has exhausted all statutory procedures required of her
17 under Lab. Code §§ 2698, 2699, and 2699.3, and as a result, is justified as a
18 matter of right and law in bringing forward this claim and cause of action.
- 19 10. CASCADE implemented the policy and practice of failing to properly pay
20 employees for all hours worked due to rounding and improper calculation of
21 overtime.
- 22 11. CASCADE engages in the practice of not allowing mandated meal breaks and
23 not compensating employees for any missed, late, or short meal breaks.
24 Employees did not receive premium pay for any missed, late, or short meal
25 period.
- 26 12. Defendants engage in the practice of not allowing mandated rest breaks and not
27 compensating employees for any missed, late, or short rest breaks. Employees
28 were regularly not afforded an opportunity to take rest breaks every four hours,

1 or major fraction thereof, they worked. Employees did not receive premium
2 pay for any missed rest breaks.

3 13. CASCADE maintained a vacation policy for non-exempt employees, such as
4 Ms. Herrera. Unfortunately, vacation accrual was not consistent with the terms
5 of Defendants' vacation policy. Significantly, employees separating from their
6 employment with CASCADE were not paid the accrued and vested vacation
7 wages they were entitled to upon their separation.

8 14. At the time of an employee's separation (whether it be by termination or
9 resignation) CASCADE has failed to provide the employee with all monies
10 owed, including meal break premiums, rest break premiums, and unpaid
11 wages for work performed, including overtime and double-time wages to the
12 extent applicable.

13 15. CASCADE has adopted a custom and practice of failing to provide wage
14 statements which reflect all hours worked during any pay period, whether or
15 not employees received all wages entitled to, including applicable overtime and
16 double-time wages and the respective wage rates, meal and rest break
17 premiums, and vacation wages paid.

18 16. Plaintiff and all other similarly aggrieved California employees intend to seek
19 all penalties for the violations described above, including but not limited to
20 Labor Code § 558.

21 17. The specific California Labor Code Sections violated under PAGA by
22 Defendant includes but are not limited to the following: Lab. Code §§201-203;
23 Lab. Code § 204; Lab. Code § 226; Lab. Code § 226.7; Lab. Code § 227.3; Lab.
24 Code § 510; Lab. Code § 512; and Lab. Code § 1194.

25 18. As a result of the acts alleged above, Plaintiff seeks penalties under Lab. Code §
26 2698 and 2699, and all other applicable sections, because of Defendant's
27 violations of the above stated provisions of the California Labor Code.
28

1 19. Pursuant to Lab. Code § 2699, civil penalties recoverable by aggrieved
2 employees shall be distributed seventy-five percent (75%) to the LWDA and
3 Plaintiff and all similarly aggrieved employees should be awarded twenty-five
4 percent (25%) of all penalties due under California law. Plaintiff shall be
5 entitled to reasonable attorneys' fees and costs.
6

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff prays judgment against Defendant as follows:

9 A. Pursuant to Lab. Code § 2699, Plaintiff and aggrieved employees should
10 be awarded twenty-five percent (25%) of all penalties due under California law, as
11 well as attorneys' fees and costs; the LWDA shall be awarded seventy-five percent
12 (75%) of all penalties due under California law;

13 B. Unpaid wages and/or civil penalties pursuant to Labor Code § 558;

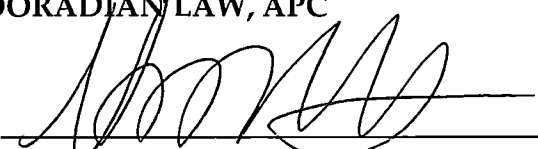
14 C. For costs of the suit incurred;

15 D. Reasonable attorney's fees and costs pursuant to statute, including, but
16 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5; and

17 E. For such other relief that the Court may deem just and proper, including
18 prejudgment interest and costs.
19

20 DATED: February 25, 2021

MOORADIAN LAW, APC

21
22 By: 

23 Zorik Mooradian,

24 Haik Hacopian,

25 Attorneys for Plaintiff and aggrieved
26 employees
27
28

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HAIK HACOPIAN

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DECEMBER 19, 2020

VIA USPS CERTIFIED MAIL

Cascade Living Group Management, LLC
19119 North Creek Pkwy, Suite 102
Bothell, WA 98011
7019 0140 0000 3343 6474

Cascade Living Group Management, LLC
Agent for Service of Process
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833
7019 0140 0000 3343 6467

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Cascade Living Management Group, LLC

To Whom It May Concern:

This office represents Laura Herrera with respect to Private Attorneys General Act ("PAGA") claims that she intends to pursue against Cascade Living Management Group, LLC (hereinafter "CASCADE") based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

CASCADE is engaged in the business of owning and operating senior care and senior living facilities. Ms. Herrera worked as a non-exempt employee of CASCADE at the Regency Grand of West Covina Retirement Community located at 150 S. Grand Avenue in West Covina, California. CASCADE employs numerous non-exempt, hourly paid employees such as Ms. Herrera in California. Unfortunately, CASCADE has engaged in the following practices:

EXHIBIT "A"

Failure to Pay Wages

CASCADE implemented the policy and practice of failing to pay employees for all hours worked. Notably, CASCADE implemented a rounding practice that rounded employee time punches to the nearest quarter hour which was detrimental for employees and which resulted in wage loss. For instance, Ms. Herrera punched in for work at 9:39 a.m. on January 26, 2020 and her time punch was rounded up to 9:45 a.m. resulting in 6 minutes of unpaid time on that date. Similarly, on January 31, 2020, Ms. Herrera clocked in at 2:59 p.m. and clocked out at 8:36 p.m., and these time punches were rounded to 3:00 p.m. and 8:30 p.m. respectively resulting in 7 minutes of unpaid time. Also, to the extent an employee worked two different positions, overtime would not be paid to the extent eight (8) or more total hours were worked during a single day across the two different positions. The foregoing practices resulted in underpayment of wages, including underpayment of overtime and double-time to the extent applicable.

Meal Breaks

CASCADE engages in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period as CASCADE's policy did not allow for same. Notably, CASCADE maintained a policy of allowing thirty minute meal breaks only for shifts in excess of six (6) hours and allowed second meal breaks only for shifts in excess of fourteen (14) hours to the extent any meal breaks were allowed.

Rest Breaks

CASCADE engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Specifically, employees were never afforded an opportunity to take rest breaks every four hours, or major fraction thereof, they worked. Moreover, employees did not receive premium pay for these missed rest breaks as CASCADE's policy did not allow for same.

Unpaid PTO:

CASCADE maintained a policy of providing PTO ("Paid Time Off") for non-exempt hourly employees but accrual rates were not consistent with an employee's years of service and/or the applicable accrual amount. For instance, although Ms. Herrera was hired on or about December 6, 2018, her PTO accrual rate as of March 23, 2020 was at a rate of 0.0400 when it should have been 0.0509 as Ms. Herrera would be classified as an employee with 1-5 years of service. Significantly, no vested and accrued PTO was ever paid to Ms. Herrera and potentially to other employees.

Waiting Time

At the time of an employee's separation (whether it be by termination or resignation) CASCADE has failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Noncompliant Wage Statements

CASCADE has adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums.

Additional Penalties

Ms. Herrera and all other similarly aggrieved California employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which CASCADE has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: CASCADE violated, and continues to violate, Labor Code Section 201 by failing to pay the employees it has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: CASCADE violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: CASCADE violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: CASCADE violated, and continues to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 226: CASCADE violated, and continues to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: CASCADE violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 227.3: CASCADE violated, and continues to violate, Labor Code Section 227.3 by failing to pay vested vacation wages to employees upon their separation.

Labor Code Section 510: CASCADE violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law.

Labor Code Section 512: CASCADE violated, and continues to violate, Labor Code Section 512 by not providing aggrieved employees with legally compliant meal periods.

Labor Code Section 1194: CASCADE violated, and continues to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we intend to file an appropriate action pursuant to Labor Code Section 2698 *et seq.* Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,

MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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