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11 persons similarly situated and similarly aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14 LAURA HERRERA, individually and on
15 behalf of other persons similarly situated and
16 similarly aggrieved employees,

17 Plaintiffs,

18 v.

19 CASCADE LIVING GROUP
20 MANAGEMENT, LLC, an active Washington
21 Limited Liability Company; BPM SENIOR
22 LIVING COMPANY, an active Delaware
23 Corporation; and DOES 1 through 10,

24 Defendants.

Case No.: 20STCV48606

Assigned to: Hon. Stuart M. Rice
Department: SS-1

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION**

JURY TRIAL DEMANDED

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Timely Pay Vacation Wages at Termination;
6. Failure to Provide Accurate Wage Statements; and
7. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*, and

Plaintiff LAURA HERRERA ("Plaintiff"), on behalf of herself and all others similarly situated and similarly aggrieved employees, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant CASCADE LIVING GROUP MANAGEMENT, LLC ("Cascade") and/or Defendant BPM SENIOR LIVING COMPANY ("BPM") (referred sometimes here collectively as "Defendants") to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to provide accurate wage statements, to pay all wages owed to terminated or separated employees in a timely manner, and to pay all vacation pay owed to terminated or separated employees. The representative action is alleged against only Cascade.
2. Defendants employed Plaintiff during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, et seq., Labor Code §500, et seq., Labor Code §1194, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendants are engaged in the business of owning and operating senior care and senior living facilities throughout California. Plaintiff was hired on or about November 2018, and separated on or about March 7, 2020. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was working at the care facility owned and operated by Defendants known as Regency Grand of West Covina Retirement Community located at 150 South Grand Avenue in West Covina, California.

- 1 4. At the time of her separation, Plaintiff was not paid all her wages, including all
2 accrued and vested vacation pay.
- 3 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages
4 including overtime she was entitled to, and failed to receive accurate itemized
5 wage statements.
- 6 6. Defendants had a consistent policy of not paying wages for all hours worked,
7 including overtime and double time wages as applicable. Significantly,
8 Defendants maintained rounding practices to the detriment of employees.
- 9 7. Defendants had a consistent policy of requiring their employees, including
10 Plaintiff, to work through meal periods or work without a meal period for at
11 least five (5) hours of a shift and failing to pay such employees one (1) hour of
12 pay at the employees' regular rate of compensation for each workday that the
13 meal period was not provided or as required by California state wage and hour
14 laws.
- 15 8. Defendants had a consistent policy of failing to allow their employees,
16 including Plaintiff, rest periods for at least ten (10) minutes per four (4) hours,
17 or a major fraction, worked, and failing to pay such employees one (1) hour of
18 pay at their regular rate of compensation for each workday that the rest period
19 is not provided, or other compensation, as required by California state and
20 wage and hour laws.
- 21 9. Defendants knowingly provided inaccurate wage statements to their
22 employees, including Plaintiff, that did not correctly include the correct wages,
23 including compensation for meal periods not provided and rest period not
24 authorized or permitted as required by California state wage and hour laws.
- 25 10. Defendants had a consistent policy of failing to pay their employees, including
26 Plaintiff, all wages including accrued and vested vacation pay, due at the
27 termination or separation, in violation of California state wage and hour laws.
- 28 11. Plaintiff, on behalf of herself and all Class Members, brings this action

1 pursuant to Lab. Code §§ 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1194, and
2 1194.2 seeking unpaid wages, penalties, equitable relief, and reasonable
3 attorneys' fees and costs.

4 12. Plaintiff, on behalf of herself and the putative class members, also brings
5 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
6 relief, restitution, and disgorgement of all benefits obtained by Defendants as a
7 result of Labor Code and applicable Wage Order violations.

8 13. Plaintiff, on behalf of the State of California, herself, and other similarly
9 aggrieved employees, also brings this action pursuant to California Private
10 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
11 wages and other compensation, penalties, and reasonable attorneys' fees and
12 costs against Cascade only.

13 II.

14 JURISDICTION AND VENUE

15 14. Venue as to each defendant is proper in this judicial district, pursuant to Code
16 of Civil Procedure § 395. The County of Los Angeles is the proper venue,
17 because work for Defendants was performed by Plaintiff and other class
18 members in the County of Los Angeles and the legal obligations owed by
19 Defendants to Plaintiff and other class members were breached in the County
20 of Los Angeles.

21 15. The California Superior Court has jurisdiction in this matter, because Plaintiff is
22 a resident of California, Defendants are qualified to do business in California
23 and regularly conducts business in California.

24 III.

25 THE PARTIES

26 16. Plaintiff LAURA HERRERA is a resident of the State of California, and was
27 employed by Defendants in Los Angeles County from on or about November
28 2018 through on or about March 7, 2020.

- 1 17. Defendant CASCADE LIVING GROUP MANAGEMENT, LLC was an active
2 Washington Limited Liability at all times during the claims of Plaintiff and the
3 putative class and was doing business in California.
- 4 18. Defendant BPM SENIOR LIVING COMPANY was an active Delaware
5 Corporation at all times during the claims of Plaintiff and the putative class and
6 was doing business in California.
- 7 19. Plaintiff is ignorant of the true names, capacities, relationships and extent of
8 participation in the conduct herein alleged, of the Defendants sued herein as
9 Does 1 through 10, but she is informed and believes and thereon alleges that
10 said Defendants are legally responsible for the wrongful conduct alleged herein
11 and therefore sues these Defendants by such fictitious names under Code of
12 Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to
13 allege their true names and capacities when ascertained.
- 14 20. Plaintiff is informed and believes and thereon alleges that each Defendant acted
15 in all respects pertinent to this action as the agent of the other Defendants,
16 carried out a joint scheme, business plan or policy in all respects pertinent
17 hereto, and the acts of each Defendant are legally attributable to the other
18 Defendants.

19 **IV.**

20 **GENERAL ALLEGATIONS**

- 21 21. At all times relevant here and as set forth in the following paragraphs of this
22 First Amended Complaint, Defendants employed more than 100 people; and
23 Plaintiff and each member of the putative class was employed by Defendants,
24 and each of them, in the State of California.
- 25 22. The employees of Defendants have not been provided: uninterrupted thirty-
26 minute meal periods for work periods of more than five (5) hours per day;
27 second uninterrupted thirty-minute meal periods for work periods of more
28 than ten (10) hours per day; and have not been permitted to take ten-minute

(10) rest periods for work periods of four (4) hours or major fractions, pursuant to the Labor Code, and applicable IWC Wage Orders.

23. Defendants failed to pay employees wages owed for all hours worked, including overtime hours as applicable. Plaintiff worked more than 8 hours a day and was not paid an overtime rate and was subjected to detrimental rounding practices by Defendants.
24. Defendants failed to pay Plaintiff and the members of her putative class upon separation the wages earned and unpaid at the time of discharge, including accrued and vested vacation pay or "PTO".
25. Defendants failed to provide Plaintiff and the putative members of her class, at the time of each payment of wages, an accurate itemized statement in writing, showing the gross wages earned, including premium wages owed for failing to provide meal and/or rest periods at the proper intervals.
26. Plaintiff asserts claims for relief on behalf of herself and other similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiff and all members of her putative class are described below with specificity and fall in several categories of subclasses whose rights have been violated under the law. Defendants have made no effort as of the filing of this First Amended Complaint to correct or remedy the violations of law specified here.

V.

CLASS ACTION ALLEGATIONS

27. Plaintiff brings this action on behalf of herself and all other employees of Defendant who are similarly-situated persons as a class action pursuant to California Code of Civil Procedure § 382. There is a well-defined common interest by and among Plaintiff and the putative class members, and it is impractical to bring all those individuals before the court under separate, different and repetitive actions. Plaintiff also reserves the right to amend or modify the class descriptions set forth below in greater specificity or clarity if

1 required in the future in accordance with Rule 3.765 (b), California Rules of
2 Court. The class which Plaintiff seeks to represent is composed of and defined
3 as follows:

4 "Plaintiff Class" – All of Defendants' current and former non-exempt
5 employees who worked for Defendants in California, during the four
6 years before the filing of the Complaint through the time of class
7 certification.

8 28. Plaintiff seeks to certify the following subclasses of employees:

- 9 a) "Meal Period Subclass" – All members of Plaintiff Class who worked
10 each period exceeding five (5) hours without an uninterrupted, off
11 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
12 hours without a second uninterrupted, off duty, thirty (30) minute
13 meal periods; and were not provided compensation of one hour's pay
14 at the employee's regular rate for each day that a meal period was not
15 provided.
- 16 b) "Rest Period Subclass" – All members of Plaintiff Class who worked
17 periods of four (4) hours or major fraction thereof without a duty free
18 rest period of at least 10-minutes and who were not compensated one
19 hour's pay at the employee's regular rate for each day that a rest period
20 was not permitted.
- 21 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
22 not paid their minimum/actual wages, including any time that was
23 unlawfully rounded by Defendants or otherwise considered as off-the-
24 clock, as well as overtime wages for hours worked in excess of eight
25 hours per day at the one and a half rate or at a double time rate as
26 applicable.
- 27
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- 1 d) "Waiting Time Subclass" – All members of Plaintiff Class to whom
2 Defendants failed to pay all wages due to them upon termination or
3 resignation under Labor Code §§ 201-203.
- 4 e) "Vacation Pay Subclass" – All members of Plaintiff Class to whom
5 Defendants failed to pay all vacation wages owed, vested or agreed to
6 upon termination or resignation as required by Labor Code §227.3.
- 7 f) "Wage Statement Subclass" – All members of Plaintiff Class to whom
8 Defendants improperly failed to provide accurate itemized wage
9 statements under Labor Code §§ 226.
- 10 g) "UCL Subclass" – All members of the Meal Period, Rest Period,
11 Unpaid Wage, Waiting Time, Vacation Pay, and Wage Statement
12 Subclasses who were subject to unlawful, illegal, unfair and/or
13 deceptive business acts and practices by Defendants and are entitled to
14 disgorgement and restitution of unpaid wages.

15 29. There is a well-defined community of interest among many persons who
16 comprise a readily ascertainable class:

- 17 a) Numerosity -The potential members of the Class and Subclasses as
18 defined here are so numerous that the individual joinder of all of them as
19 named plaintiffs is impracticable. The number of members of the Class
20 and Subclasses is unknown to Plaintiff. It is however estimated that the
21 members are more than 100 individuals, and their identities may readily
22 be ascertained from Defendants' records.
- 23 b) Typicality – The claims of Plaintiff are typical of the claims of all
24 members of the Class and Subclasses, who sustained similar damages
25 arising out of Defendants' common course of conduct in violation of law
26 as alleged.
- 27
28

- 1 c) Ascertainable Class – The proposed Class and Subclasses are
2 ascertainable as the members can readily be identified and located based
3 on the Defendants’ payroll and personnel records.
- 4 d) Adequacy – Plaintiff is an adequate representative of the Class and
5 Subclasses: Plaintiff will fairly protect the interests of the members, she
6 has no interest adverse to the members, and she will vigorously pursue
7 this lawsuit on behalf of all the members of the Class and Subclasses.
8 Plaintiff’s attorneys are competent, skilled and experienced in litigating
9 large employment law class actions.
- 10 e) Superiority - Class action treatment will allow a large number of
11 similarly situated persons to prosecute their common claims in a single
12 forum simultaneously, efficiently, and without the unnecessary
13 duplication of effort and expense that numerous individual actions
14 would require. Further, the monetary amounts due to many individual
15 members of the Class and Subclasses are likely to be relatively small, and
16 the burden and expense of individual litigation would make it difficult
17 or impossible for the members to seek and obtain relief. A class action
18 will serve an important public interest by permitting employees harmed
19 by Defendants’ unlawful practices to effectively pursue recovery of the
20 sums owed to them.
- 21 f) Common Questions of Law and Fact – There are common questions of
22 law and fact as to the members of the Class and Subclasses which are
23 superior to questions affecting only individual members of the Class and
24 Subclasses. The common questions of law and fact may be summarized
25 as follows and if necessary will be refined with the progress of formal
26 discovery in the case:
- 27
28

- 1 g) Whether Defendants failed to provide members of Plaintiff Class who
2 ceased employment with Defendants all wages owed at the time of the
3 cessation of the employee-employer relationship?
- 4 h) Whether Defendants violated California law and applicable Wage
5 Orders by failing to provide Plaintiff Class members with paid ten-
6 minute (10) rest periods for each four hours worked?
- 7 i) Whether the remedy for an employer's failure to provide rest breaks as
8 required by law is a premium wage for hardship of missing a lawful rest
9 break?
- 10 j) Whether Defendants violated California law and applicable Wage
11 Orders by failing to provide Plaintiff Class members with thirty minute
12 (30) meal period for more than five hours of work?
- 13 k) Whether Defendants violated California law and applicable Wage
14 Orders by failing to provide members of Plaintiff Class with a second
15 meal period?
- 16 l) Whether the remedy for an employer's failure to provide meal period as
17 required by law is a premium wage for hardship of missing a lawful
18 meal period?
- 19 m) Whether Defendants violated California law, including the applicable
20 wage orders by failing to properly compensate Plaintiff Class members
21 for all hours worked, including overtime hours as applicable?
- 22 n) Whether Plaintiff Class is entitled to waiting time penalties under Labor
23 Code § 203?
- 24 o) Whether Defendants have violated Labor Code §227.3 by their failure to
25 provide Plaintiff Class with all vacation wages or PTO owed, vested or
26 agreed to upon termination or separation?
- 27 p) Whether Defendants violated California law by their failure to provide
28 Plaintiff Class with accurate and itemized wage statements?

- 1 q) Whether Defendants violated Business and Professions Code §§ 17200 et.
2 seq., Labor Code §§ 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1194, 1194.2,
3 and applicable Wage Orders which constitute violations of the public
4 policy?
- 5 r) Whether Plaintiff Class is entitled to an equitable relief in accordance
6 with Business and Professions Code §§ 17200 et. seq.
- 7 s) Whether Defendants' affirmative defenses, if any, raise common issues
8 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
9 particular?

10 **VI.**

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIOD OR**
13 **COMPENSATION IN LIEU THEREOF**

14 **(Labor Code §§ 226.7, 512)**

15 **(By Plaintiff and Meal Period Subclass against Defendants)**

- 16 30. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint
17 as if fully alleged herein.
- 18 31. By their failure to provide thirty minute (30) uninterrupted meal period as well
19 as second meal period, if applicable, to Plaintiff and members of Meal Period
20 Subclass, Defendants willfully violated the provisions of Labor Code §§ 226.7,
21 512 and applicable IWC Wage Orders.
- 22 32. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
23 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
24 below, and fully incorporated here as applicable.

25 **VII.**

26 **SECOND CAUSE OF ACTION**

27 **FAILURE TO PROVIDE REST PERIODS OR**
28 **COMPENSATION IN LIEU THEREOF**

(Labor Code § 226.7)

(By Plaintiff and Rest Period Subclass against Defendants)

1
2 33. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint
3 as if fully alleged herein.

4 34. By their failure to provide ten-minute (10) rest periods for every four (4) hours
5 of work or major fraction thereof per day to Plaintiff and Rest Period Subclass,
6 Defendants willfully violated Labor Code § 226.7 and applicable Wage Orders.

7 35. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
8 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
9 below, and fully incorporated here as applicable.

10 **VIII.**

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY WAGES**

13 **(Labor Code §§ 510, 1194, 1194.2)**

14 **(By Plaintiff and the Unpaid Wage Subclass against Defendants)**

15 36. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint
16 as if fully alleged herein.

17 37. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class
18 were employees of Defendants covered by Labor Code §§ 510, 1194, 1194.2 and
19 applicable Wage Orders, and they were entitled to receive minimum and
20 overtime wages for all hours worked and liquidated damages equal to
21 unlawfully unpaid minimum wages with interest.

22 38. Defendants have violated California law and the specified provisions of the
23 Labor Code and applicable Wage Orders by their failure to pay all wages due in
24 accordance, including minimum wages, wrongfully classified off-the-clock
25 wages and overtime pay. As a result of Defendants' unlawful conduct, Plaintiff
26 and other members of the Subclass have suffered damages as articulated in the
27 Prayer for Relief, set forth below, and fully incorporated here as applicable.

28 **IX.**

FOURTH CAUSE OF ACTION

FIRST AMENDED COMPLAINT - CLASS AND REPRESENTATIVE ACTION -12-

FAILURE TO PAY WAGES DUE AT TERMINATION
(Labor Code §§ 201, 202, 203)
(By Plaintiff and Waiting Time Subclass against Defendants)

39. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint as if fully alleged herein.

40. By their failure to timely pay Plaintiff and Waiting Time Subclass, Defendants willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails to timely pay such wages, the employer must, as penalty, continue to pay the employee's wages until the back wages are paid in full or an action is commenced.

41. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

X.

FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES DUE AT TERMINATION
(Labor Code §227.3)
(By Plaintiff and Vacation Pay Subclass against Defendants)

42. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint as if fully alleged herein.

43. By their failure to timely pay Plaintiff and Vacation Pay Subclass, Defendants willfully violated the provisions of Labor Code §227.3. Section 227.3 of Labor Code provides that whenever a contract of employment or employer policy provides for paid vacation, and an employee is terminated without having taken off his or her vested vacation time, all vested vacation shall be paid to him as wages at his or her final rate in accordance with such contract of employment or employer policy respecting eligibility of time served; provided,

however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.

44. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

XI.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

(Labor Code §226)

(By Plaintiff and Wage Statement Subclass against Defendants)

45. Plaintiff incorporates paragraphs 1 through 29 of this First Amended Complaint as if fully alleged herein.

46. By their failure to provide accurate itemized wage statements, semimonthly or at the time of each payment of wages, Defendants willfully violated the provisions of Labor Code §226 and applicable Wage Orders.

47. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

XII.

SEVENTH CAUSE OF ACTION

VIOLATION OF UNFAIR BUSINESS PRACTICES ACT

(Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiff, Plaintiff Class and All Subclasses against Defendants)

48. Plaintiff incorporates paragraphs 1 through 47 of this First Amended Complaint as if fully alleged herein.

49. The alleged unlawful conduct of Defendants constitutes unfair competition pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for the time period starting four (4) years before the filing of the Complaint.

1 50. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
2 suffered injury in fact and lost money or property. Plaintiff and said members
3 have been deprived of their rights as set forth in this First Amended Complaint,
4 including, but not limited to, payment of minimum and/or actual wages for all
5 hours worked.

6 51. Pursuant to Business and Professions Code § 17203, Plaintiff and other members
7 of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to
8 them under the Labor Code, and interest thereon, in which they had a property
9 interest, which Defendants failed to pay to them but withheld and retained for
10 themselves. Restitution of the money owed to Plaintiff, Plaintiff Class and
11 Subclasses is necessary to prevent Defendants from becoming unjustly enriched
12 by their failure to comply with the Labor Code provisions.

13 52. Plaintiffs and members of Plaintiff Class and Subclasses are entitled to recover
14 reasonable attorney's fees in connection with their unfair competition claims
15 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
16 and/or the common fund doctrine.

17 53. Plaintiff requests the court to issue a preliminary and permanent injunction
18 prohibiting defendants from committing the Labor Code and applicable Wage
19 Order violations set forth in this First Amended Complaint, and Plaintiff and
20 the members of Plaintiff Class and Subclasses have suffered further damages as
21 articulated in the Prayer for Relief, set forth below, also incorporated here fully
22 as applicable.

23 **XIII.**

24 **EIGHTH CAUSE OF ACTION**

25 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**
26 **(LABOR CODE § 2699 *et seq.*)**
27 **(By Plaintiff and Aggrieved Employees Against Defendant Cascade)**

28 54. Plaintiff incorporates paragraphs 1 through 53 of this First Amended Complaint
as if fully alleged herein.

1 55. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
2 private parties may recover civil penalties for violations of the California Labor
3 Code. PAGA penalties are in addition to any other relief available under the
4 Labor Code.

5 56. As set forth above, Defendant Cascade violated the California Labor Code by
6 consistently failing to employ Plaintiff and other similarly situated employees
7 in compliance with California law.

8 57. Plaintiff provided written notice by certified mail to Defendant Cascade on
9 December 19, 2020, and electronic notice thereafter to the State Labor &
10 Workforce Development Agency ("LWDA"), of the legal claims and theories of
11 this case. Plaintiff's claim was assigned LWDA Case No. LWDA-CM-816251-20
12 by the LWDA upon submission. To date, and after 65 days from the date of
13 mailing of notice, the LWDA has not notified Plaintiff that the LWDA intends
14 to exercise jurisdiction over the claim for civil penalties under the PAGA.
15 Accordingly, Plaintiff exhausted administrative remedies as required by Labor
16 Code § 2699.3. Appended hereto is a copy of the notice communicated by
17 Plaintiff.
18

19 58. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
20 recover the maximum civil penalties permitted by law from Defendant Cascade
21 for the violations of Labor Code alleged in this First Amended Complaint.

22 59. Plaintiff and all other aggrieved employees are also entitled to recover their
23 attorneys' fees and costs under Labor Code § 2699 from Defendant Cascade.

24 **XIV.**

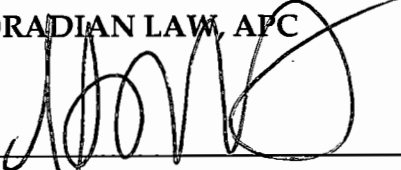
25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, on behalf of herself and all others similarly situated, Plaintiff
27 prays for relief and judgment against Defendants as follows:
28

- 1 A. An order certifying that Plaintiff may pursue her claims as a class action
2 under Section 382 of the Code of Civil Procedure; and it is further requested that
3 Plaintiff Class and each Plaintiff Subclass be certified;
- 4 B. An order appointing Plaintiff as Class representative;
- 5 C. An order appointing Plaintiff's counsel as Class counsel;
- 6 D. Disgorgement of Defendant's wrongfully obtained profits and restitution
7 of unpaid wages under Business and Professions Code §§ 17203, 17204;
- 8 E. Damages for unpaid additional compensation for failing to provide
9 timely or uninterrupted or lawful meal periods and rest periods;
- 10 F. Damages for unpaid minimum wages under Labor Code § 1194;
- 11 G. Liquidated damages under Labor Code § 1194.2;
- 12 H. Civil penalties under Labor Code § 226(e);
- 13 I. Damages for unpaid penalty wages under Labor Code § 203;
- 14 J. Damages for unpaid vacation wages at the time of discharge under
15 Labor Code § 227.3;
- 16 K. Reasonable attorney's fees and costs pursuant to statute, including, but
17 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;
- 18 L. Enjoinment of Defendants from further acts of unfair competition and
19 continuous violations of the Labor Code and applicable Wage Orders;
- 20 M. Civil penalties under Labor Code Section 2699 (75% payable to the
21 LWDA and 25% payable to aggrieved employees) against Defendant Cascade; and
- 22 N. For such other relief that the Court may deem just and proper, including
23 prejudgment interest and costs.

24
25 DATED: May 26, 2022

MOORADIAN LAW, APC

26
27 By: 

28 Zorik Mooradian,
Haik Hacopian,

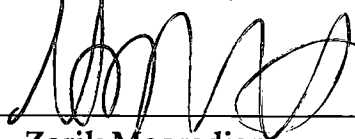
Attorneys for Plaintiff and the putative class

DEMAND FOR A JURY TRIAL

Plaintiff LAURA HERRERA hereby demands a jury trial in the above case.

DATED: May 26, 2022

MOORADIAN LAW, APC

By: 

Zorik Mooradian,

Haik Hacopian,

Attorneys for Plaintiff and the putative class

PROOF OF SERVICE
20STCV48606

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **May 26, 2022**, I served on the parties of record in this action the foregoing document(s) described as:

FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE ACTION

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Diane Marie O'Malley, Esq. domalley@hansonbridgett.com Emily J. Leahy, Esq. eleahy@hansonbridgett.com Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105 Telephone: (415) 777-3200 Facsimile: (415) 541-9366 Attorneys for Defendant Cascade Living Group Management, LLC	Julia Botezatu, Esq. jbotezatu@nossaman.com Veronica Gray, Esq. vgray@nossaman.com Nossaman LLP 18101 Von Karman Avenue, Suite 1800 Irvine, CA 92612 Phone: (949) 833-7800 Fax: (949) 833-7878 Attorneys for Defendant BPM Senior Living Company
Isandra Fernandez, Esq. isandra@jameshawkinsaplc.com James Hawkins, Esq. james@jameshawkinsaplc.com JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 Phone: (949) 387-7200 Fax: (949) 387-6676 Attorneys for Plaintiff Valeria Chavez (in related action (21STCV35724))	

☒ **VIA ELECTRONIC SERVICE** –Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading the document(s) to the CASEANYWHERE service.

☒ **STATE** – I declare under penalty of perjury under the laws of the “State of

1 California that the above is true and correct

2
3 Executed on **May 26, 2022** at Calabasas, California.

4
5 /s/Haik Hacopian

6 Haik Hacopian
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