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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALYSIA FORD and RENE LOPEZ,
individually, and on behalf of all others similarly
situated, and as an "aggrieved employee" on
behalf of other "aggrieved employees" under the
Labor Code Private Attorneys General Act of
2004,

Plaintiff,

v.

BOAVIDA COMMUNITIES LLC, a California
limited liability company; THE BOAVIDA
GROUP, LP, a limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 34-2021-00299610-CU-OE-GDS

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);

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7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties (Lab. Code §§ 2698, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiffs Alysia Ford (“Plaintiff Ford” or “Ford”) and Rene Lopez (“Plaintiff Lopez” or
2 “Lopez”) (collectively referred to as “Plaintiffs”) based upon facts that either have evidentiary
3 support or are likely to have evidentiary support after a reasonable opportunity for further
4 investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this class and representative action against Defendant BOAVIDA
7 COMMUNITIES LLC, Defendant THE BOAVIDA GROUP, LP, and Does 1 through 10
8 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and
9 unfair business practices stemming from Defendants’ failure to pay for all hours worked
10 (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
11 authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate
12 wage statements, and failure to indemnify employees for expenditures.

13 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a
14 class action on behalf of herself and certain current and former employees of Defendants
15 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
16 below). The Class consists of Plaintiffs and all other persons who have been employed by any
17 Defendant in California as an hourly-paid or non-exempt employee during the statute of
18 limitations period applicable to the claims pleaded here.

19 3. Defendants own/owned and operate/operated an industry, business, and
20 establishment within the State of California, including Sacramento County. As such, and based
21 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
22 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
23 Commission (“IWC”), and the California Business & Professions Code.

24 4. Despite these requirements, throughout the statutory period, Defendants
25 maintained a systematic, company-wide policy and practice of:

- 26 (a) Failing to pay employees for all hours worked, including all minimum,
27 straight time, and overtime wages in compliance with the California Labor
28 Code and IWC Wage Orders;

- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and,
- (f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment;

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

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THE PARTIES

A. Plaintiff Ford

7. Plaintiff Alysia Ford is a California resident who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately February 2020 to approximately February 2021.

B. Plaintiff Lopez

8. Plaintiff Lopez, an individual and resident of California, began working for Defendants as an hourly, nonexempt resident manager on or about October 19, 2019. Plaintiff Lopez continuously worked for Defendants from that date until approximately September 21, 2020, when his employment ended.

9. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

C. Defendants

10. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants BOAVIDA COMMUNITIES LLC and THE BOAVIDA GROUP, LP are, and at all times herein mentioned, were:

- (a) Business entities with their corporate headquarters located in Sacramento County;
- (b) Business entities conducting business in numerous counties throughout the State of California, including in Sacramento County; and,
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class because Defendants BOAVIDA COMMUNITIES LLC and THE BOAVIDA GROUP, LP suffered and permitted Plaintiffs and the Class to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each

1 of the Doe Defendants was in some manner legally responsible for the damages suffered by
2 Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the
3 true names and capacities of these Defendants when they have been ascertained, together with
4 appropriate charging allegations, as may be necessary.

5 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
6 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
7 and/or injured a significant number of the Plaintiffs and the Class in the State of California.

8 13. Plaintiffs are informed and believe and thereon allege that at all relevant times
9 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
10 and the other employees described in the class definitions below, and exercised control over their
11 wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege
12 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
13 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
14 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
15 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
16 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
17 alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted
18 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
19 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
20 abetted the conduct of all other Defendants.

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 14. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
23 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
24 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
25 timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
26 furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures.
27 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

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1 15. Throughout the statutory period, Defendants maintained a policy and practice of
2 not paying Plaintiffs and the Class for all hours worked, including minimum, straight time, and
3 overtime wages. Defendants required Plaintiffs and the Class to work “off-the-clock,”
4 uncompensated, by, for example, requiring Plaintiffs and the Class to continue working after they
5 had clocked out for the workday. Some of this unpaid work should have been paid at the
6 overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate
7 records of the hours Plaintiffs and the Class worked.

8 16. Throughout the statutory period, Defendants maintained a policy and practice of
9 not paying Plaintiffs and the Class for all hours worked, including minimum, straight time, and
10 overtime wages. Defendants required Plaintiffs and the Class to work on-call in order to respond
11 to urgent work-related matters. Defendants, however, did not compensate Plaintiffs and the
12 Class for all their work time. Some of this unpaid work should have been paid at the overtime
13 rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records
14 of the hours Plaintiffs and the Class worked.

15 17. Throughout the statutory period, Defendants maintained a policy and practice of
16 not paying Plaintiffs and the Class for all hours worked, including minimum, straight time, and
17 overtime wages. Defendants regularly used a system of time rounding and/or synthetic
18 timekeeping that resulted, over a period of time, in failing to compensate Plaintiffs and the Class
19 properly for all the time they have actually worked, even though the realities of Defendants’
20 operations are such that it is possible, practical, and feasible to count and pay for work time to
21 the minute. Accordingly, Defendants frequently paid Plaintiffs and the Class less than all their
22 work time. Some of this unpaid work also should have been paid at the overtime rate. In failing
23 to pay for all hours worked, Defendants also failed to maintain accurate records of the hours
24 Plaintiffs and the Class worked.

25 18. Throughout the statutory period, Defendants wrongfully failed to include non-
26 discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or
27 shift differentials in the calculation of Plaintiffs’ and the other Class Members’ regular rate of
28 pay used to calculate their overtime rate for the payment of overtime wages. Plaintiffs and the

1 other Class Members earned non-discretionary bonuses, commissions, incentive pay, production
2 pay, performance pay, and/or shift differentials and overtime wages in the same pay period where
3 they worked overtime hours. Accordingly, Defendant failed to compensate Plaintiffs and the
4 Class for all overtime compensation they were owed.

5 19. Throughout the statutory period, Defendants wrongfully failed to provide
6 Plaintiffs and the Class with their legally mandated 30-minute, uninterrupted, and duty-free meal
7 period. Defendants also regularly, but not always, required Plaintiffs and the Class to work in
8 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-
9 free meal period for every five hours of work, or without compensating Plaintiffs and the Class
10 for meal periods that were not provided by the end of the fifth hour of work or tenth hour of
11 work. Instead, Defendants continued to assert control over Plaintiffs and the Class by requiring,
12 pressuring, or encouraging them to perform work tasks which could not be completed without
13 working in lieu of taking mandatory meal periods, or by denying Plaintiffs and the Class
14 permission to take a meal period. Defendants also never informed Plaintiffs of their right to, nor
15 permitted her to take, a second meal period when Plaintiffs worked at least ten hours of work in a
16 workday. Accordingly, Defendants' policy and practice was not to provide meal periods to
17 Plaintiffs and the Class in compliance with California law.

18 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
19 and permit Plaintiffs and the Class to take legally compliant rest periods. Defendants regularly
20 required Plaintiffs and the Class to work in excess of four consecutive hours a day without
21 Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest
22 period for every four hours of work (or major fraction of four hours), or without compensating
23 Plaintiffs and the Class for rest periods that were not authorized or permitted. Instead,
24 Defendants continued to assert control over Plaintiffs and the Class by requiring, pressuring, or
25 encouraging them to perform work tasks which could not be completed without working in lieu
26 of taking mandatory rest periods, or by denying Plaintiffs and the Class permission to take a rest
27 period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs
28 and the Class to take rest periods in compliance with California law.

21. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs and the Class all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum, straight time, overtime, meal period premium, and rest period premium wages owed to her by Defendants at the conclusion of their employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when her employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiffs and the Class.

22. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;

- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and the Class were entitled, and Plaintiffs and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs and the Class are owed the amounts provided for in California Labor Code § 226(e).

23. Throughout the statutory period, Defendants have wrongfully required Plaintiffs and the Class to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and the Class regularly paid out-of-pocket for necessary employment-related expenses in the form of gas mileage and automobile wear and tear and cellphone and tools expenses.

24. Plaintiffs and the Class incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and the Class for these employment-related expenses.

CLASS ACTION ALLEGATIONS

25. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil

1 Procedure § 382.

2 26. All claims alleged herein arise under California law for which Plaintiffs seeks
3 relief authorized by California law.

4 27. The proposed Class consists of and is defined as:

5 All persons who worked for any Defendant in California as an hourly-paid or
6 non-exempt employee at any time during the period beginning four years before
7 the filing of the initial complaint in this action and ending when notice to the
8 Class is sent.

8 28. At all material times, Plaintiffs were members of the Class.

9 29. Plaintiffs undertake this concerted activity to improve the wages and working
10 conditions of all Class Members.

11 30. There is a well-defined community of interest in the litigation and the Class is
12 readily ascertainable:

- 13 (a) Numerosity: The members of the Class (and each subclass, if any) are so
14 numerous that joinder of all members would be unfeasible and impractical.
15 The membership of the entire Class is unknown to Plaintiffs at this time;
16 however, the Class is estimated to be greater than forty (40) individuals
17 and the identity of such membership is readily ascertainable by inspection
18 of Defendants' records.
- 19 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
20 protect the interests of each Class Member with whom there is a shared,
21 well-defined community of interest, and Plaintiffs' claims (or defenses, if
22 any) are typical of all Class Members' claims as demonstrated herein.
- 23 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
24 protect the interests of each Class Member with whom there is a shared,
25 well-defined community of interest and typicality of claims, as
26 demonstrated herein. Plaintiffs have no conflicts with or interests
27 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
28 counsel, are versed in the rules governing class action discovery,

certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

31. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to include non-discretionary bonuses, commissions, monetary and non-monetary incentives, production pay, performance pay, and/or shift differentials in the calculation of the Class Members' regular rate of pay used to calculate the overtime rate for the payment of overtime wages;
- (c) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (d) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (e) Failed to provide Class Members with timely final wages;
- (f) Failed to provide Class Members with accurate wage statements;
- (g) Failed to indemnify Class Members for expenditures; and,
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

32. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate

1 compensation for the damages and injuries for which Defendants are
2 responsible in an amount sufficient to adequately compensate the members
3 of the Class for the injuries sustained;

4 (f) Without class certification, the prosecution of separate actions by
5 individual members of the class would create a risk of:

6 1) Inconsistent or varying adjudications with respect to individual
7 members of the Class which would establish incompatible standards
8 of conduct for Defendants; and/or,

9 2) Adjudications with respect to the individual members which would,
10 as a practical matter, be dispositive of the interests of other
11 members not parties to the adjudications, or would substantially
12 impair or impede their ability to protect their interests, including but
13 not limited to the potential for exhausting the funds available from
14 those parties who are, or may be, responsible Defendants; and,

15 (g) Defendants have acted or refused to act on grounds generally applicable to
16 the Class, thereby making final injunctive relief appropriate with respect to
17 the class as a whole.

18 33. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
19 the Class that would set forth the subject and nature of the instant action. The Defendants' own
20 business records may be utilized for assistance in the preparation and issuance of the
21 contemplated notices. To the extent that any further notices may be required, Plaintiffs
22 contemplate the use of additional techniques and forms commonly used in class actions, such as
23 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
24 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

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FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

34. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

35. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

36. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

37. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

38. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

39. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

40. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffd and the Class.

41. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

42. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to

1 this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
2 required by law, including minimum and straight time wages. However, during all such times,
3 Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due
4 and failed to pay those wages twice a month.

5 43. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
6 and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California
7 Labor Code §§ 218.5, 218.6, and 1194(a).

8 **SECOND CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Pay Overtime Wages)**

10 44. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 23 in this Complaint.

12 45. California Labor Code § 510 provides that employees in California shall not be
13 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
14 receive additional compensation beyond their regular wages in amounts specified by law.

15 46. California Labor Code §§ 1194 and 1198 provide that employees in California
16 shall not be employed more than eight hours in any workday unless they receive additional
17 compensation beyond their regular wages in amounts specified by law. Additionally, California
18 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
19 by the Industrial Welfare Commission is unlawful.

20 47. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
21 hours in a workday and/or more than forty (40) hours in a workweek, as employees of
22 Defendants.

23 48. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
24 overtime compensation for the hours they have worked in excess of the maximum hours
25 permissible by law as required by California Labor Code §§ 510 and 1198.

26 49. By virtue of Defendants' unlawful failure to pay additional premium rate
27 compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the
28 Class have suffered, and will continue to suffer, damages in amounts which are presently

unknown to them, but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

50. At all times relevant hereto, Defendants failed to include non-discretionary bonuses, commissions, monetary and non-monetary incentives, production pay, performance pay, and/or shift differentials in the calculation of Plaintiffs' and the other Class Members' regular rate of pay used to calculate the overtime rate for the payment of overtime wages.

51. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the Class.

52. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

53. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

54. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

55. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a

violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

56. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

57. Under California law, Plaintiffs and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

58. Plaintiffs incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

59. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

60. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take

these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

61. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

62. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

63. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

64. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

65. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

66. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue

1 as a penalty wage from the due date, and at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 67. The Class is entitled to recover from Defendants their additionally accruing wages
4 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days
5 maximum pursuant to California Labor Code § 203.

6 68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
7 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
8 action.

9 **SIXTH CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Provide and Maintain Accurate and**
11 **Compliant Wage Records)**

12 69. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 23 in this Complaint.

14 70. At all material times set forth herein, California Labor Code § 226(a) provides that
15 every employer shall furnish each of his or her employees an accurate itemized wage statement
16 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
17 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
18 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
19 on written orders of the employee may be aggregated and shown as one item, (5) net wages
20 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and the last four digits of his or her social security number or an employee
22 identification number other than a social security number, (8) the name and address of the legal
23 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate by the employee.

25 71. Defendants have intentionally and willfully failed to provide employees with
26 complete and accurate wage statements. The deficiencies include, among other things, the
27 failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list
28 the true "total hours worked by the employee," and the failure to list the true net wages earned.

72. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

73. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

74. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

75. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

76. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

77. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 23 of this Complaint.

78. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

79. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

///

80. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

81. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

82. Plaintiffs incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

83. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

84. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

85. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

86. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

87. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by

California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

88. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

89. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

90. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

91. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200 *et seq.*

92. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

93. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

94. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful

practices of Defendants in order to recover restitution.

95. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to and does seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

96. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

97. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

98. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against All Defendants for Civil Penalties)

99. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

100. The "Aggrieved Employees" are all individuals Defendants employed in California as hourly, non-exempt employees, including, but not limited to community and resident managers and persons in comparable positions, at any time during the period of

December 11, 2019 and entry of judgment (“the PAGA Period”).

101. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. 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. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

102. Defendants paid wages to employees on regular intervals. Defendants failed to pay Plaintiffs on such intervals for all wages earned and all hours worked. On information and belief, Plaintiffs allege that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

103. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 1197, 1198, and 2802.

104. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

105. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs and the Aggrieved Employees are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510 and 512, fifty dollars (\$50.00) for each aggrieved employee for each initial violation for pay period for which the employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the employee was underpaid (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1197, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalty amounts established by California Labor Code § 1197.1).

E. For violations of California Labor Code §§ 201, 202, 203, 226.2, 226.7, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

106. Plaintiff Lopez has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated December 11, 2020, Plaintiff Lopez gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of Plaintiff Lopez's letter to the LWDA dated December 11, 2020 is attached hereto as Exhibit A.

1 The LWDA has not responded to Plaintiff Lopez's letter.

2 107. Pursuant to California Labor Code § 2699(g), Plaintiffs and the Aggrieved
3 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
4 connection with their claims for civil penalties.

5 **PRAYER FOR RELIEF**

6 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
7 the class claims, pray for relief and judgment against Defendants, jointly and severally, as
8 follows:

9 **Class Certification**

- 10 1. That this action be certified as a class action with respect to the First, Second,
11 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
12 2. That Plaintiffs be appointed as the representatives of the Class; and,
13 3. That counsel for Plaintiffs be appointed as Class Counsel.

14 **As to the First Cause of Action**

- 15 4. That the Court declare, adjudge, and decree that Defendants violated California
16 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
17 minimum and straight time wages due;
18 5. For unpaid wages as may be appropriate;
19 6. For pre-judgment interest on any unpaid compensation commencing from the date
20 such amounts were due;
21 7. For liquidated damages;
22 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code § 1194(a); and,
24 9. For such other and further relief as the Court may deem equitable and appropriate.

25 **As to the Second Cause of Action**

- 26 10. That the Court declare, adjudge, and decree that Defendants violated California
27 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
28 overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
16. For unpaid meal period premium wages as may be appropriate;
17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,
19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
21. For unpaid rest period premium wages as may be appropriate;
22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,
24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or reimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For liquidated damages;

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,

straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

43. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

44. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

46. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

48. Civil penalties;

49. For reasonable attorneys' fees and costs of suit incurred herein; and

50. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

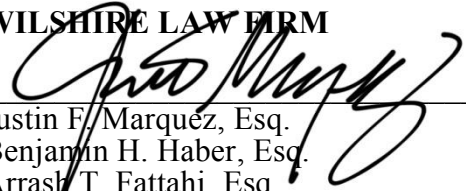
51. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: May 4, 2022

WILSHIRE LAW FIRM

By:


Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
Arrash T. Fattahi, Esq.
Attorneys for Plaintiff Alysia Ford

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05 / 03 / 2022
Dated: May ___, 2022

THE SPIVAK LAW FIRM

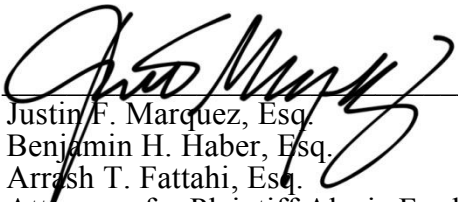
By: 
David Spivak, Esq.
Caroline Tahmassian, Esq.
Attorneys for Plaintiff Rene Lopez

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: May 4, 2022

WILSHIRE LAW FIRM

By: 
Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
Arrash T. Fattahi, Esq.
Attorneys for Plaintiff Alysia Ford

05 / 03 / 2022
Dated: May ___, 2022

THE SPIVAK LAW FIRM

By: 
David Spivak, Esq.
Caroline Tahmassian, Esq.
Attorneys for Plaintiff Rene Lopez

Ford v. BoaVida Communities LLC, et al.
34-2021-00299610-CU-OE-GDS

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On **July 8, 2022**, I served the foregoing **FIRST AMENDED CLASS ACTION COMPLAINT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

BoaVida Communities LLC and The BoaVida Group, LP

Facsimile: (213) 634-2485

Attorneys for to-be Plaintiff Rene Lopez

- 1 (X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon
2 fully prepaid and placed for collection and mailing on the above date in accordance with
3 ordinary business practices. I am readily familiar with this firm's practice of collection
4 and processing of correspondence for mailing with the United States Postal Service, and
5 that the correspondence shall be deposited with the United States Postal Service the same
6 day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).
- 7 (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
8 California, by e-mail delivery on the parties listed herein at their most recent
9 known email address or e-mail of record in this action.

10 I declare under the penalty of perjury under the laws of the State of California, that the
11 foregoing is true and correct.

12 Executed this **July 8, 2022** at Los Angeles, California.

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Ashley Narinyans
Type or Print Name


Signature