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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CHANDNI SALWAN, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

TEMECULA VALLEY SKILLED
NURSING AND REHABILITATION
CENTER, LP; PURSUE HEALTH, LLC;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2021-01204544-CU-OE-CXC

Assigned for All Purposes to:

Judge James J. Di Cesare; Dept. C-16

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Chandni Salwan, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Chandni Salwan (“Plaintiff”) brings this representative action against
5 against defendants Temecula Valley Skilled Nursing and Rehabilitation Center, LP, and Pursue
6 Health, LLC, and DOES 1 through 20, inclusive (collectively, “Defendants”), on Plaintiff’s own
7 behalf and on behalf of other aggrieved employees who are and were employed by Defendants as
8 non-exempt employees throughout California.

9 2. Defendants are in the healthcare industry.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements; and
- 22 (f) failing to pay all wages due upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
24 others aggrieved employees in California to recover, among other things, civil penalties
25 pursuant to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

26 **JURISDICTION AND VENUE**

27 6. This is a representative action pursuant to Private Attorneys General Act of 2004
28 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the

1 minimal jurisdictional limits of the Superior Court and will be established according to proof at
2 trial.

3 7. This Court has jurisdiction over this action pursuant to the California
4 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
5 except those given by statutes to other courts. The statutes under which this action is brought do
6 not specify any other basis for jurisdiction.

7 8. This Court has jurisdiction over all Defendants because, upon information and
8 belief, they are citizens of California, have sufficient minimum contacts in California, or
9 otherwise intentionally avail themselves of the California market so as to render the exercise of
10 jurisdiction over them by the California courts consistent with traditional notions of fair play and
11 substantial justice.

12 9. Venue is proper in this Court because, upon information and belief, Defendants
13 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
14 took place in this county.

15 **THE PARTIES**

16 10. Plaintiff is a resident of California and worked for Defendants during the relevant
17 time periods as alleged herein.

18 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
19 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
20 employers, whose employees were and are engaged throughout this county and the State of
21 California.

22 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
23 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
24 Complaint and serve such fictitiously named defendants once their names and capacities become
25 known.

26 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
27 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
28 all relevant times.

1 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
2 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
3 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
4 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
5 employer and/or joint employer of Plaintiff and the aggrieved employees.

6 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
7 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
8 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
9 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
10 official policy of Defendants.

11 16. At all relevant times, Defendants, and each of them, acted within the scope of
12 such agency or employment, or ratified each and every act or omission complained of herein. At
13 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
14 each and all the other Defendants in proximately causing the damages herein alleged.

15 17. Plaintiff is informed and believes, and thereon alleges, that each of said
16 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
17 omissions, occurrences, and transactions alleged herein.

18 **GENERAL ALLEGATIONS**

19 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
20 California residents as non-exempt employees or employees throughout California at
21 Defendants' California business location(s).

22 19. Defendants continue to employ non-exempt employees or employees within
23 California.

24 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
26 were knowledgeable about California's wage and hour laws, employment and personnel
27 practices, and the requirements of California law.

1 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
3 for all time worked (including minimum wages and overtime wages) and that they were not
4 receiving all wages earned for work that was required to be performed. In violation of the Labor
5 Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages
6 (including minimum wages and overtime wages) for all hours worked, including, but not limited
7 to requiring Plaintiff and other aggrieved employees to work off-the-clock, and failing to
8 compensate Plaintiff and other aggrieved employees for these hours.

9 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other aggrieved employees were entitled to receive all
11 required meal periods or payment of one (1) additional hour of pay at Plaintiff's other aggrieved
12 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
13 violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees did
14 not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
15 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal
16 period.

17 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
19 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
20 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
21 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest
22 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
23 regular rate of pay when a rest break was missed, late, or interrupted.

24 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
26 and/or indemnification for all necessary business expenditures or losses as a direct consequence
27 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
28 of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred

1 necessary business expenses or losses, such as cell phones, but were not reimbursed nor
2 indemnified of such expenses or losses that were incurred as a direct consequence of the
3 discharge of their duties, or of their obedience to the directions of Defendants.

4 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other aggrieved employees were entitled to receive
6 itemized wage statements that accurately showed the following information pursuant to the
7 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
8 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
9 (4) all deductions, provided that all deductions made on written orders of the employee may be
10 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
11 which the employee is paid; (7) the name of the employee and only the last four digits of his or
12 her social security number or an employee identification number other than a social security
13 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at
15 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and other aggrieved
16 employees were not provided with accurate itemized wage statements.

17 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that the aggrieved employees was entitled to timely payment of wages due
19 upon separation of employment. In violation of the Labor Code, the aggrieved employees did not
20 receive payment of all wages within the permissible time periods.

21 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
23 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
24 intentionally failed to do so in order to increase Defendants' profits.

25 28. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
26 against Defendants on Plaintiff's own behalf and on behalf of all other aggrieved employees to
27 recover, among other things, unpaid wages (including minimum wages and overtime wages),
28

1 unpaid meal period premium payments, unpaid rest period premium payments, unreimbursed
2 business expenditures, interest, attorneys' fees, penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

5 29. Plaintiff re-alleges and incorporates by reference the previous paragraphs as
6 though fully set forth herein.

7 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
8 for a civil penalty to be assessed and collected by the Labor and Workforce Development
9 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
10 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or
12 former employees pursuant to the procedures specified in Labor Code § 2699.3.

13 31. For all provisions of the Labor Code except those for which a civil penalty is
14 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
15 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
16 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
17 period in which Defendants violated these provisions of the Labor Code.

18 32. Defendants' conduct violates numerous Labor Code sections, including, but not
19 limited to, the following:

20 (a) violation of Labor Code §§ 201, 202, 203, 204, 510, 1194, and 1198 for failure
21 to timely pay all earned wages (including overtime wages) owed to Plaintiff and other
22 aggrieved employees during employment and upon separation of employment as
23 herein alleged;

24 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
25 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
26 meal periods as herein alleged;

1 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
2 other aggrieved employees and failure to pay premium wages for missed rest periods
3 as herein alleged;

4 (d) violation of Labor Code § 226 for failure to provide accurate itemized wage
5 statements to Plaintiff and other aggrieved employees as herein alleged; and

6 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
7 and complete records showing, among other things, the hours worked daily and the
8 wages paid to aggrieved employees as herein alleged; and

9 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and
10 other aggrieved employees for necessary business expenses as herein alleged.

11 33. Plaintiff is an “aggrieved employee” because he was employed by the alleged
12 violator and had one or more of the violations committed against him, and therefore is properly
13 suited to represent the interests of all other aggrieved employees.

14 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
15 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and
16 all other aggrieved employees under PAGA.

17 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
18 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
19 cited above.

20 36. For bringing this action, Plaintiff is entitled to attorneys’ fees and costs incurred
21 herein.

22
23 **PRAYER FOR RELIEF**

24 On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays
25 for relief and judgment against Defendants, jointly and severally, as follows:

26 1. For civil penalties against Defendants on behalf of all aggrieved employees and
27 the LWDA pursuant to Labor Code § 2698, *et seq.*;
28

1 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
2 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698
3 *et seq.*; and;

4 3. For such other relief as the Court deems just and proper.
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6 Dated: December 31, 2021

AEGIS LAW FIRM, PC

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9 By: /s/ Carolyn Bell

Carolyn Bell

Attorneys for Plaintiff Chandni Salwan
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On January 13, 2022, I served the foregoing document entitled:

- 5 • **SECOND AMENDED CLASS ACTION COMPLAINT FOR VIOLATION OF THE
6 CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004
7 (CAL. LAB. CODE §§ 2698, ET SEQ.)**

8 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
9 copy thereof on the party(ies) addressed below as follows:

10 Julie A. Vogelzang
11 **SCHOR, VOGELZANG, & CHUNG, LLP**
12 2170 Fourth Ave.
San Diego, CA 92101
Telephone: 619.354.6518
Facsimile: 619.906.2401
Julie@svclegal.com
carl@svclegal.com

13 *Attorneys for Defendant:*

14 TEMECULA VALLEY SKILLED NURSING AND REHABILITATION CENTER, LP;
PURSUE HEALTH, LLC

15 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
16 correspondence for mailing. Under that practice it would be deposited with the U.S.
17 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
18 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

19 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
20 practice of Aegis Law Firm PC for collection and processing correspondence for
21 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

22 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
23 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

24 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
25 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

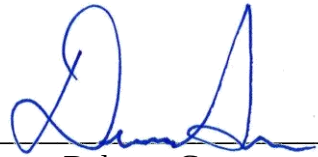
26 ///

27 ///

28 ///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on January 13, 2022, at Irvine, California.

4 
5
6 Delaney Graves