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as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES

MARIA PULIDO, as an individual, and on
behalf of all similarly situated employees

Plaintiff

v.

FRONT PORCH COMMUNITIES AND
SERVICES; FRONT PORCH
ENTERPRISES, INC.; FRONT PORCH
DEVELOPMENT CO, INC.; FRONT
PORCH OPERATING GROUP, LLC;
FRONT PORCH COMMUNITIES AND
SERVICES-CASA DE MANANA, LLC;
FRONT PORCH COMMUNITIES AND
SERVICES-CLAREMONT MANOR, LLC;
FRONT PORCH COMMUNITIES AND
SERVICES-FREDERICK MANOR, LLC,
AND FRONT PORCH COMMUNITIES
AND SERVICES-KINGSLEY MANOR,
LLC; RESIDENTS ASSOCIATION OF
CARLSBAD BY THE SEA, INC.; SUNNY
VIEW LUTHERN COMMUNITIES AND
SERVICES; VILLA GARDENS – A FRONT
PORCH COMMUNITY; VISTA DEL
MONTE RETIREMENT COMMUNITY – A
FRONT PORCH COMMUNITY; WALNUT
VILLAGE – A FRONT PORCH
COMMUNITY; and DOES 1 through 50,
inclusive,

Defendants.

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JAN 14 2016

Sherri R. Carter, Executive Officer/Clerk
By: Moses Soto, Deputy

Case No.: **BC 6 07 175**

Assigned for all purposes to:
The Hon.
Dept.

**CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF AND
RESTITUTION**

1. Failure to Pay Wages Including Overtime;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Payroll Records;
5. Unfair Competition (Business and Professions Code § 17200 et seq.); and
6. Violation of Labor Code §§ 2698 et seq. (Private Attorney General Act)

Complaint Filed:
Trial Date: None Set

REQUEST FOR JURY TRIAL

1 Plaintiff MARIA PULIDO (hereinafter “Ms. Pulido” or “Plaintiff”) on behalf of herself
2 and all others similarly situated, complain and alleges as follows:

3 **I.**

4 **INTRODUCTION**

5 1. This is a class action brought on behalf of Plaintiff MARIA PULIDO and the
6 class she seeks to represent (“Plaintiff Class” or “Class Members”). Class Members consist of
7 all non-exempt, hourly-paid employees currently and/or formerly employed by Defendants
8 FRONT PORCH COMMUNITIES CONSORTIUM (defined and used throughout this
9 Complaint as meaning FRONT PORCH COMMUNITIES AND SERVICES and all other
10 named Defendants herein) in the State of California during the Class Period. The term “Class
11 Period” is defined as four (4) years prior to the filing of this Complaint t through the date final
12 judgment is entered. Plaintiff reserves the right to amend this Complaint to reflect a different
13 “Class Period” or “Plaintiff Class” as further discovery is conducted.

14 2. Plaintiff individually and on behalf the class she seeks to represent, seek relief
15 against FRONT PORCH COMMUNITIES CONSORTIUM (hereinafter “Defendants”) for the
16 failure to pay all wages due in violation of Labor Code sections 510 and 1194, including both
17 regular and overtime wages; the failure to provide meal and rest periods or compensation in lieu
18 thereof pursuant to Labor Code sections 226.7 and 512, the applicable IWC Wage Orders, and
19 Code of Regulations, Title 8, section 11000 et seq.; the failure to pay wages of terminated or
20 resigned employees pursuant to Labor Code sections 201-203; and the failure to provide
21 accurate itemized wage statements upon payment of wages pursuant to Labor Code sections
22 226, subdivision (a), 1174, and 1175. Plaintiff further seeks equitable remedies in the form of
23 declaratory relief and injunctive relief, and relief under Business and Professions Code section
24 17200 et seq. for unfair business practices.

25 3. At all relevant times herein, FRONT PORCH COMMUNITIES
26 CONSORTIUM, and each Defendant, carried out a joint scheme, business plan or policy in all
27 respects pertinent hereto, and the acts of each Defendant is legally attributable to the other
28 Defendants. Defendants have consistently maintained and enforced against Plaintiff Class the

1 following unlawful practices and policies: (a) willfully refusing to pay Plaintiff and Plaintiff
2 Class for all hours worked, including both regular and overtime; (b) willfully refusing to permit
3 Plaintiff and Plaintiff Class from taking meal and/or rest periods or compensation in lieu
4 thereof; (c) willfully refusing to compensate Plaintiff and certain members of the Plaintiff Class
5 wages due and owing at the time Plaintiff's and Plaintiff Class' employment with Defendants
6 ended; and (d) willfully refusing to furnish to Plaintiff and Plaintiff Class accurate itemized
7 wage statements upon payment of wages.

8 **II.**

9 **JURISDICTION AND VENUE**

10 4. Venue is proper in this Judicial district and the County of Los Angeles, because
11 Defendants maintain its locations and/or and transact business in this county, the obligations
12 and liability arise in this county, and work was performed by members of the proposed class
13 made the subject of this action in the County of Los Angeles, California.

14 5. The California Superior Court has jurisdiction in the matter because the
15 individual claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional
16 threshold for Federal Court and, upon information and belief, Plaintiff and Defendants are
17 residents of and/or domiciled in the State of California. Further, there is no federal question at
18 issue as the issues herein is based solely on California Statutes and law including the California
19 Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of
20 Court, and Business and Professions Code.

21 **III.**

22 **THE PARTIES**

23 **A. The Plaintiff**

24 6. Plaintiff at various relevant times herein, was an employee of the FRONT
25 PORCH COMMUNITIES CONSORTIUM and entitled to compensation for all hours worked,
26 overtime compensation, and penalties from Defendant. Plaintiff was employed by the FRONT
27 PORCH COMMUNITIES CONSORTIUM for at least four (4) years prior to the
28 commencement of this action, in the County of Los Angeles at various times herein relevant.

1 Plaintiff was employed by the FRONT PORCH COMMUNITIES CONSORTIUM during the
2 Class Period in a non-exempt hourly position. Each of the Plaintiff Class members are
3 identifiable, current and/or formerly similarly situated persons who were employed in non-
4 exempt hourly positions in California for the Defendant during the Class Period.

5 7. Plaintiff alleges, on information and belief, that FRONT PORCH COMMUNITIES
6 CONSORTIUM is comprised of individuals, corporations, subsidiaries, general and limited
7 partnerships, limited liability companies and partnerships, sole proprietorships and/or other
8 business entities of unknown form, engaged in the business of providing managed care and
9 assisted living to patients throughout the State of California. Plaintiff is informed and believes
10 that FRONT PORCH COMMUNITIES AND SERVICES is the primary operating entity for all
11 of the other defendants comprised in the FRONT PORCH COMMUNITIES CONSORTIUM,
12 and is responsible for developing, authorizing, and enforcing personnel and payroll policies that
13 are the subject of this lawsuit. Plaintiff is informed and believes, and on that basis alleges, the
14 following facts about the named defendants herein:

- 15 a. FRONT PORCH COMMUNITIES AND SERVICES is a California
16 Corporation with its residence, domicile, and/or principle place of
17 business located in Glendale, California;
- 18 b. FRONT PORCH ENTERPRISES, INC is a California Corporation
19 with its residence, domicile, and/or principle place of business located
20 in Glendale, California;
- 21 c. FRONT PORCH DEVELOPMENT CO., INC. is a California
22 Corporation with its residence, domicile, and/or principle place of
23 business located in Glendale, California;
- 24 d. FRONT PORCH COMMUNITIES OPERATING GROUP, LLC is a
25 California Limited Liability Company with its residence, domicile,
26 and/or principle place of business located in Glendale, California;

27 ///

28 ///

- 1 e. FRONT PORCH COMMUNITIES AND SERVICES-CASA DE
2 MANANA, LLC is a California Limited Liability Company with its
3 residence, domicile, and/or principle place of business located in
4 Glendale, California;
- 5 f. FRONT PORCH COMMUNITIES AND SERVICES-CLAREMONT
6 MANOR, LLC is a California Limited Liability Company with its
7 residence, domicile, and/or principle place of business located in
8 Glendale, California;
- 9 g. FRONT PORCH COMMUNITIES AND SERVICES-FREDERICKA
10 MANOR, LLC is a California Limited Liability Company with its
11 residence, domicile, and/or principle place of business located in
12 Glendale, California;
- 13 h. FRONT PORCH COMMUNITIES AND SERVICES-KINGSLEY
14 MANOR, LLC is a California Limited Liability Company with its
15 residence, domicile, and/or principle place of business located in
16 Glendale, California.
- 17 i. RESIDENTS ASSOCIATION OF CARLSBAD BY THE SEA, INC.
18 is a California Corporation with its residence, domicile, and/or
19 principle place of business located in Carlsbad, California.
- 20 j. SUNNY VIEW LUTHERN COMMUNITIES AND SERVICES is a
21 California Corporation with its residence, domicile, and/or principle
22 place of business located in Cupertino, California;
- 23 k. VILLA GARDENS – A FRONT PORCH COMMUNITY is a
24 California Corporation with its residence, domicile, and/or principle
25 place of business located in Pasadena, California.
- 26 l. VISTA DEL MONTE RETIREMENT COMMUNITY – A FRONT
27 PORCH COMMUNITY is a California Corporation with its residence,
28

///

1 m. domicile, and/or principle place of business located in Santa Barbara,
2 California.

3 n. WALNUT VILLAGE – A FRONT PORCH COMMUNITY is a
4 California Corporation with its residence, domicile, and/or principle
5 place of business located in Anaheim, California.

6 o. WESLEY PALMS – A FRONT PORCH COMMUNITY is a
7 California Corporation with its residence, domicile, and/or principle
8 place of business located in San Diego, California.

9 8. Plaintiff is ignorant of the true names, capacities, relationships and extent of
10 participation in the conduct herein alleged, of the defendants sued herein as DOES 1 through
11 50, inclusive, but on information and belief allege that said defendants are legally responsible
12 for the payment of overtime compensation, rest and meal period compensation and/or Labor
13 Code section 203 penalties to the Plaintiff Class members by virtue of their unlawful practices,
14 and therefore sue these defendants by such fictitious names. Plaintiff will amend this complaint
15 to allege the true names and capacities of each DOE defendant when ascertained.

16 9. Plaintiff is informed and believes, and based thereon alleges, that each defendant
17 acted in all respects pertinent to this action as the agent of the other defendant, carried out a
18 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
19 defendant legally attributable to the other defendant.

20 **IV.**

21 **ADMINISTRATIVE PREREQUISITES**

22 10. By this Complaint, Plaintiff brings this case as a representative action seeking
23 penalties for the State of California in a representative capacity, as provided by the Private
24 Attorneys General Act, Labor Code section 2698 et seq. (“PAGA”), as an aggrieved employee
25 who was employed by Defendants and did not receive all wages due, was not paid overtime,
26 and was not able to take lawful meal and rest breaks.

27 11. Prior to filing this Complaint, on August 10, 2015, Plaintiff gave written notice
28 by certified mail to the Labor and Workforce Development Agency (“LWDA”) and to

1 Defendants of the specified provisions alleged to have been violated, including the facts and
2 theories to support the alleged violations as required by Labor Code section 2699.3. A true and
3 correct copy of Plaintiff's letter sent to the LWDA, dated August 10, 2015, is attached hereto as
4 "Exhibit A."

5 12. On January 12, 2016, the LWDA sent a letter to Plaintiff indicating that it would
6 not be investigating the allegations. Please see a true and correct copy of letter from the
7 LWDA, dated January 12, 2016, attached herein as Exhibit "B."

8 **V.**

9 **GENERAL ALLEGATIONS**

10 13. Labor Code section 1194 provides that notwithstanding any agreement to work
11 for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to
12 recover in a civil action the unpaid balance of their overtime compensation, including interest
13 thereon, reasonable attorneys' fees, and costs of suit.

14 14. Further, Business and Professions Code section 17203 provides that any person
15 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
16 Business and Professions Code section 17204 provides that any person who has suffered actual
17 injury and has lost money or property as a result of the unfair competition may bring an action
18 in a court of competent jurisdiction.

19 15. During all, or a portion of the Class Period, Plaintiff and each member of the
20 Plaintiff Class was employed by Defendants and each of them, in the State of California.
21 Plaintiff and each of the Plaintiff Class members were non-exempt employees covered under
22 one or more Industrial Welfare Commission (IWC) Wage Orders, and Labor Code section 510,
23 and/or other applicable wage orders, regulations and statutes, and each Plaintiff Class member
24 was not subject to an exemption for executive, administrative and professional employees,
25 which imposed obligations on the part of the Defendants to pay Plaintiff and Plaintiff Class
26 members lawful overtime compensation. Plaintiff and Plaintiff Class were covered by one or
27 more Industrial Welfare Commission (IWC) Wage Orders, and Labor Code section 226.7 and
28 other applicable wage orders, regulations and statutes which imposed an obligation on the part

1 of the Defendants to pay Plaintiff and Plaintiff Class rest and meal period compensation.

2 16. During the Class Period, Defendants were obligated to pay Plaintiff and Class
3 Members for all hours worked.

4 17. During the Class Period, Defendants were obligated to pay Plaintiff and Class
5 Members overtime compensation for all hours worked over eight (8) hours of work in one (1)
6 day or forty (40) hours in one (1) week, and double-time for hours worked in excess of twelve
7 (12) in one day.

8 18. During the Class Period, Defendants were obligated to provide Plaintiff and
9 Plaintiff Class with a work free meal and/or rest period(s).

10 19. Plaintiff and each Class Member primarily performed non-exempt work in
11 excess of the maximum regular rate hours set by the IWC in the applicable Wage Orders,
12 regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime
13 compensation at time and a half rate, and when applicable, double time rates as set forth by the
14 applicable Wage Orders, regulations and/or statutes.

15 20. Class Members who ended their employment during the Class Period, but were
16 not paid the above due compensation for all hours worked, overtime compensation timely upon
17 the termination of their employment as required by Labor Code sections 201-203, are entitled to
18 penalties as provided by Labor Code section 203.

19 21. During the Class Period, the Defendants and each of them, required the Plaintiff
20 and Class members to work off the clock as well as overtime without lawful compensation, in
21 violation of the various applicable Wage Orders, regulations and statutes, and the Defendants:
22 (1) Willfully failed and refused, and continue to fail and refuse to pay compensation for all
23 hours worked, lawful overtime compensation to the Plaintiff Class members; and (2) willfully
24 failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon
25 termination of employment to Plaintiff and certain Plaintiff Class members.

26 22. During the Class Period, Defendants, and each of them failed and/or refused to
27 schedule Plaintiff and Plaintiff Class in an overlapping manner so as to reasonably provide meal
28 and/or rest breaks and/or shift relief for Plaintiff and Plaintiff Class, thereby causing members

1 of the Plaintiff Class to work without a paid ten (10) minute rest periods for every four (4) hours
2 or major fraction thereof worked and without a thirty (30) minute meal period for shifts of at
3 least five (5) hours and second thirty (30) minute meal periods for shifts of at least ten (10)
4 hours during which Plaintiff Class were relieved of all duties and free to leave the premises.
5 Defendants further failed and/or refused to schedule Plaintiff and Plaintiff Class in an
6 overlapping manner so as to reasonably ensure meal and/or rest breaks were taken within the
7 required statutory time frame as required by law. Furthermore, Defendants failed and/or refused
8 to pay any Plaintiff Class one (1) hour's pay at the employees' regular rate of pay as premium
9 compensation for failure to provide rest and/or meal periods or to providing such rest and/or
10 meal periods within the statutory time frame as a result of their scheduling policy.

11 VI.

12 CLASS ALLEGATIONS

13 23. Plaintiff brings this action on behalf of himself and all other similarly situated
14 persons, as a class action pursuant to Civil Code of Procedure section 382 on behalf of
15 themselves and all other similarly situated persons in the Class, which is composed of and
16 defined as follows: All persons who are employed or have been employed by Defendants in the
17 State of California who, within the four years of the filing of this Complaint, have worked as
18 non-exempt employees and were not paid all lawful wages as regular time, overtime, and
19 double-regular time.

- 20 a. All persons who are employed or have been employed by Defendants in
21 the State of California who, for the four years prior to the filing of this
22 class action to the present have worked as non-exempt employees and
23 have not been provided a meal period for every five hours or major
24 fraction thereof worked per day, and were not provided one hour's pay
25 for each day on which such meal period was not provided;
- 26 b. All persons who are employed or have been employed by Defendants in
27 the State of California who, for the four years prior to the filing of this
28 class action to the present have worked as non-exempt employees and
have not been provided a rest period for every four hours or major
fraction thereof worked per day, and were not provided compensation
of one hour's pay for each day on which such rest period was not
provided;

- 1
- 2 c. All persons who were employed by Defendants in the State of
- 3 California who, for the three years prior to the filing of this class action
- 4 to the present have worked as non-exempt employees and have been
- 5 terminated or resigned, and have not been paid wages pursuant to Labor
- 6 Code section 203 and are owed restitution for waiting time penalties for
- 7 unpaid wages;
- 8
- 9 d. All persons who are employed or have been employed by Defendants in
- 10 the State of California who, for the four years prior to the filing of this
- 11 class action to the present have worked as non-exempt employees and
- 12 were not paid all wages owed, including but not limited to overtime;
- 13
- 14 e. All persons who are employed or have been employed by Defendants
- 15 in the State of California who, for the four years prior to the filing of
- 16 this class action to the present have worked as non-exempt employees
- 17 and were not provided an accurate payroll record as required under
- 18 Labor Code section 226 and Labor Code section 1174.
- 19
- 20 f. All persons who are employed or have been employed by Defendants in
- 21 the State of California who, for the four years prior to the filing of this
- 22 class action to the present have worked as non-exempt employees who
- 23 have been subjected to unlawful and unfair business practices within
- 24 the meaning of Unfair Competition Law and who suffered injury,
- 25 including lost money, as a result of Defendants' unlawful and unfair
- 26 business practices.
- 27
- 28 g. All persons who are employed or have been employed by Defendants in
- the State of California who, for the four years prior to the filing of this
- class action to the present have worked as non-exempt employees and
- who are entitled to recover from Defendants unpaid wages, overtime
- compensation, rest and meal period compensation and penalties,
- waiting period wages and penalties, attorneys' fees and costs under
- Labor Code section 2698 et seq.

23 24. Plaintiff reserves the right under Rule of Court 1855(b), to amend or modify the

24 Class description with greater specificity or further division into subclasses or limitation to

25 particular issues.

26 25. This action has been brought and may be maintained as a class action pursuant

27 to Code of Civil Procedure section 382 because there is a well-defined common interest of

28 many persons and it is impractical to bring them all before the court.

1 26. This Court should permit this action to be maintained as a class action pursuant
2 to Code of Civil Procedure section 382 because:

- 3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;
- 5 (b) A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;
- 7 (c) The Plaintiff Class is so numerous that it is impractical to bring all
8 member of the Plaintiff Class before the Court;
- 9 (d) Plaintiff and the other members of the Class will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a
11 class action;
- 12 (e) Plaintiff and the other members of the Class will not be able to obtain
13 effective and economic legal redress unless the action is maintained as a
14 class action;
- 15 (f) There is a community of interest in obtaining appropriate legal and
16 equitable relief for the common law and statutory violations and other
17 improprieties and in obtaining adequate compensation for the damages
18 and injuries which Defendants' actions have inflicted upon the Class;
- 19 (g) There is a community of interest in ensuring that the combined assets and
20 available insurance of the Defendants is sufficient to adequately
21 compensate Class Members for the injuries sustained;
- 22 (h) Without class certification, the prosecution of separate actions by
23 individual members of the Class would create a risk of:
- 24 (1) Inconsistent or varying adjudications with respect to individual
25 members of the Class which would establish incompatible standard
26 of conduct for the Defendant; and/or
- 27 (2) Adjudications with respect to the individual members which
28 would, as a practical matter, be dispositive of the interests of other

1 members not parties to the adjudications, or would substantially
2 impair or impede their ability to protect their interests, including
3 but not limited to the potential for exhausting the funds available
4 from those parties who is, or may be, responsible Defendant; and

- 5 (i) Defendant has acted or refused to act on grounds generally applicable to the
6 Plaintiff Class, thereby making final injunctive relief appropriate with respect to
7 the Plaintiff Class as a whole.

8 **VII.**

9 **FIRST CAUSE OF ACTION**

10 **Failure to Pay All Wages Including Overtime**

11 **(Against Defendants, DOES 1 through 50, and each of them)**

12 27. Plaintiff and Plaintiff Class incorporate paragraphs 1 through 26 of this
13 Complaint as if fully alleged herein.

14 28. Plaintiff and Plaintiff Class regularly worked over eight (8) hours per day and
15 forty (40) hours per week. Defendants failed to pay Plaintiff, and Plaintiff Class members
16 overtime premium for hours worked in excess of over eight (8) hours per day and forty (40)
17 hours per week for work performed for the Defendants. Defendants failed to schedule Plaintiff
18 and Plaintiff Class members in such a manner that allowed Plaintiff and Class Members to be
19 relieved of their shifts immediately, thereby causing Plaintiff and Plaintiff Class members to
20 work in excess of eight (8) hours per day and/or forty (40) hours per week. As such, Plaintiff
21 and Plaintiff Class seek overtime in an amount according to proof. Pursuant to Labor Code
22 section 1194, the Class Members seek the payment of all overtime compensation which they
23 earned and accrued four (4) years prior to filing this complaint, according to proof.

24 29. Defendants have willfully violated the Labor Code by failing to pay Plaintiff and
25 Plaintiff Class all wages. Plaintiff and Plaintiff Class were denied wages as a result of
26 Defendants' policy of having Plaintiff and Plaintiff Class work through meal and/or rest periods
27 and having Plaintiff and Plaintiff Class work "off the clock." Further, Defendants have
28 regularly violated the Labor Code with respect to meeting the requirements of paying wages

1 earned, including, overtime, double-time and remuneration when calculating the employees
2 regular rate of pay, as herein before alleged. Defendants have intentionally excluded
3 remuneration that must be included in all employees' regular rate of pay in order to avoid
4 payment of overtime wages and other benefits in violation of the Labor Code and the order
5 issued by the IWC.

6 30. Additionally, Plaintiff and Class Members are entitled to attorneys' fees and
7 costs, pursuant to Labor Code section 1194 and prejudgment interest.

8 **VIII.**

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

11 **(Against Defendants, DOES 1 through 50, and each of them)**

12 31. Plaintiff and Plaintiff Class re-allege and incorporate by reference, as though
13 fully set forth herein, paragraphs 1 through 30 as if fully alleged herein.

14 32. Labor Code sections 226.7 and 512 provide that no employer shall employ any
15 person for a work period of more than five (5) hours without providing a meal period of not less
16 than thirty (30) minutes or employ any person for a work period of more than ten (10) hours
17 without a second (2nd) meal period of not less than thirty (30) minutes.

18 33. Labor Code section 226.7 provide that if an employer fails to provide an
19 employee a meal period in accordance with this section, the employer shall pay the employee
20 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
21 meal period is not provided in accordance with this section.

22 34. Defendants, and each of them, failed to schedule non-exempt employees in an
23 adequately overlapping manner so as to reasonably ensure Plaintiff and Plaintiff Class could
24 take and/or receive such meal periods within the statutory timeframe. As a result, Plaintiff and
25 Plaintiff Class were often forced to forego meal periods and/or work during their meal periods.
26 In so doing, Defendants have intentionally and improperly denied meal periods to Plaintiff and
27 Plaintiff Class in violation of Labor Code sections 226.7 and 512 and other regulations and
28 statutes.

35. At all times relevant hereto, Plaintiff and Plaintiff Class have worked more than five (5) hours in a workday.

36. At varying times relevant hereto, Plaintiff and Plaintiff Class at times have worked more than ten (10) hours in a workday.

37. At all times relevant hereto, the Defendants, and each of them, due to their failure to schedule non-exempt positions in a manner so as to reasonably provide meal and/or work free meal period as required by Labor Code sections 226.7 and 512.

38. By virtue of the Defendants' failure to schedule Plaintiff and Plaintiff Class in such a way as to provide meal periods, and/or work free meal periods to Plaintiff and Plaintiff Class thereby causing Plaintiff and Plaintiff Class to suffer, and to continue to suffer, damages in the amounts which are presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

39. Plaintiff individually, and on behalf of the Plaintiff Class, requests recovery of meal period compensation pursuant to Labor Code section 226.7 which they are owed beginning four (4) years prior to filing this Complaint as well as the assessment of any statutory penalties against these Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

IX.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

(Against Defendants, DOES 1 through 50, and each of them)

40. Plaintiff and Plaintiff Class re-allege and incorporate by reference, as though fully set forth herein, paragraphs 1 through 39 as if fully alleged herein.

41. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

42. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday

1 that the rest period is not provided.

2 43. Defendants, and each of them, failed and or refused to implement a relief system
3 by which Plaintiff and Plaintiff Class could receive rest periods and/or work free rest periods.
4 Furthermore, due to Defendants' inadequate relief system, Plaintiff and Plaintiff Class did not
5 receive their rest periods within the required statutory time frame. By and through their actions,
6 Defendants intentionally and improperly denied rest periods to the Plaintiff and Plaintiff Class
7 in violation of Labor Code sections 226.7 and 512.

8 44. At all times relevant hereto, Plaintiff and Plaintiff Class, have worked more than
9 four (4) hours in a workday.

10 45. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff
11 and Plaintiff Class as a result of their scheduling and shift relief system, Plaintiff and Plaintiff
12 Class have suffered, and will continue to suffer, damages, in amounts which are presently
13 unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained
14 according to proof at trial.

15 46. Plaintiff, on behalf of herself and employees similarly situated, requests recovery
16 of rest period compensation pursuant to Labor Code section 226.7, which they are owed
17 beginning four (4) years prior to filing this Complaint as well as the assessment of any statutory
18 penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or
19 any other statute.

20 **X.**

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Keep Accurate Payroll Records**

23 **(Against Defendants, DOES 1 through 50, and each of them)**

24 47. Plaintiff and Plaintiff Class re-allege and incorporate by reference, as though
25 fully set forth herein, paragraphs 1 through 46 as if fully alleged herein.

26 48. Labor Code section 1174, subdivision (d) requires an employer to keep at a
27 central location in California or at the plant or establishment at which the employees are
28 employed, payroll records showing the hours worked daily, and the wages paid to, each

1 employee. Plaintiff is informed, and believes that Defendants willfully failed to make or keep
2 accurate records for Plaintiff and Plaintiff Class.

3 49. Labor Code section 226, subdivision (a) states that, “every employer shall,
4 semimonthly or at the time of each payment of wages, furnish each of his or her employees,
5 either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
6 separately when wages are paid by personal check or cash,, an accurate itemized statement in
7 writing showing (1) gross wages earned, (2) total hours worked by the employee..., (4) all
8 deductions..., (5) net wages, (6) the inclusive dates of the period for which the employee is paid,
9 (7) the name of the employee and only the last four digits of his or her social security number or
10 an employee identification number other than a social security number, (8) the name and
11 address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect
12 during the pay period and corresponding number of hours worked at each hourly rate by the
13 employee....”

14 50. Labor Code section 226, subdivision (e) provides that if an employer knowingly
15 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages
16 earned, the total hours worked by the employee and the applicable hourly overtime rates,
17 causing the employee injury, then the employee is entitled to recover the greater of all actual
18 damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each
19 subsequent violation, up to four thousand dollars (\$4,000). Plaintiff is informed and believes
20 that Defendants willfully failed to make or keep accurate records for Plaintiff and Plaintiff
21 Class.

22 51. The applicable IWC Wage Order(s) require that every employer shall keep
23 accurate information with respect to each employee, including time records showing when each
24 employee begins and ends each work periods, the total daily hours worked by each employee
25 and the total hours worked in each payroll period, and applicable rates of pay. Plaintiff is
26 informed, and believes that Defendants willfully and intentionally failed to make and/or keep
27 records which accurately reflect the hours worked by Plaintiff and Plaintiff Class. Specifically,
28 Plaintiff believes that Defendants’ records do not accurately reflect where Plaintiff and Plaintiff

1 Class worked during their meal and/or rest breaks due to Defendants' failure to schedule
2 Plaintiff and Plaintiff Class in an overlapping manner so as to provide them with a meal and/or
3 rest period.

4 52. Plaintiff is informed, and believes that Defendants' failure to keep accurate
5 payroll records, as described above, violated Labor Code section 1174, subdivision (d) and the
6 applicable wage order(s). Plaintiff and the Plaintiff Class are entitled to penalties of \$100.00
7 and for the initial violation and \$200.00 for each subsequent violation for every pay period
8 during which these records and information was not kept by Defendants.

9 53. An employee suffering injury as a result of a knowing and intentional failure by
10 an employer to comply with subdivision (a) is entitled to recover the greater of all actual
11 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
12 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
13 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
14 costs and reasonable attorney's fees.

15 54. Plaintiff is informed and believe that Defendants' failure to keep and maintain
16 accurate records and information, as described above, were willful, and Plaintiff and Plaintiff
17 Class are entitled to a statutory penalty of \$500.00 for Plaintiff and each member of Plaintiff
18 Class pursuant to Labor Code section 1174.5.

19 **XI.**

20 **FIFTH CAUSE OF ACTION**

21 **Unfair Competition Law**

22 **(Against Defendants, DOES 1 through 50, and each of them)**

23 55. Plaintiff and Plaintiff Class re-allege and incorporate by reference, as though
24 fully set forth herein, paragraphs 1 through 54 of this Complaint.

25 56. Business and Professions Code section 17200 et seq. (also referred to herein as
26 the "Unfair Business Practices Act" or "Unfair Competition Law") prohibits unfair competition
27 in the form of any unlawful, unfair or fraudulent business act or practice.

28 ///

1 57. Business and Professions Code section 17204 allows “any person who has
2 suffered injury in fact and has lost money or property as a result of such unfair competition” to
3 prosecute a civil action for violation of the Unfair Competition Law (“UCL”).

4 58. Labor Code section 90.5, subdivision (a) states that it is the public policy of
5 California to vigorously enforce minimum labor standards in order to ensure employees are not
6 required to work under substandard and unlawful conditions, and to protect employers who
7 comply with the law from those who attempt to gain competitive advantage at the expense of
8 their workers by failing to comply with minimum labor standards.

9 59. Beginning at an exact date unknown to Plaintiff, but at least four years prior to
10 the filing of this lawsuit, Defendants have committed acts of unfair competition as defined by
11 the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business
12 practices and acts described in this Complaint including but not limited to violations of Labor
13 Code sections 204, 1197, 1198 of the 226.7 and 512 as well as other statutes.

14 60. The violations of these laws and regulations, as well as of the fundamental
15 California public policies protecting workers, serve as unlawful predicate acts and practices for
16 purposes of Business and Professions Code section 17200 et seq.

17 61. The acts and practices described above constitute unfair, unlawful and
18 fraudulent Business Practices, and unfair competition, within the meaning of Business and
19 Professions Code section 17200 et seq. Among other things, the acts and practices have forced
20 Plaintiff and other similarly situated employees to labor for many hours without receiving the
21 meal and rest periods and overtime compensation, to which they are entitled by law, while
22 enabling Defendant to gain an unfair competitive advantage over law-abiding employers and
23 competitors.

24 62. As a result of Defendants’ acts, Plaintiff and Plaintiff Class have suffered injury
25 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
26 hours of labor.

27 63. As a direct and proximate result of the aforementioned acts and practices,
28 Plaintiff and Plaintiff Class have suffered lost wages in an amount to be proven at trial.

1 64. Business and Professions Code section 17203 provides that a court may make
2 such orders or judgments as may be necessary to prevent the use or employment by any person
3 of any practice which constitutes unfair competition. Injunctive relief is necessary and
4 appropriate to prevent Defendant from repeating their unlawful, unfair and fraudulent business
5 acts and business practices alleged above.

6 65. Business and Professions Code section 17203 provides that the Court may
7 restore to any person in interest any money or property that may have been acquired by means
8 of such unfair competition. Plaintiff and Plaintiff Class are entitled to restitution pursuant to
9 Business and Professions Code section 17203 for all wages and payments unlawfully withheld
10 from employees, including the fair value of the meal and rest periods taken away from them,
11 during the four-year period prior to the filing of this Complaint.

12 66. Business and Professions Code section 17202 provides, "Notwithstanding
13 section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a
14 penalty, forfeiture, or penal law in a case of unfair competition." Plaintiff and Plaintiff Class
15 are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business
16 and Professions Code section 17202.

17 67. Plaintiff's success in this action will enforce important rights affecting public
18 interest, and in that regard Plaintiff sues on behalf of the general public, as well as herself and
19 other similarly situated employees. Plaintiff and Plaintiff Class seek and are entitled to
20 restitution, civil penalties, declaratory and injunctive relief, and all other equitable remedies
21 owing them.

22 68. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.
23 There is a financial burden involved in pursuing this action, the action is seeking to vindicate a
24 public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to
25 pay attorney's fees from the recovery in this action. Attorneys' fees are appropriate pursuant to
26 Code of Civil Procedure section 1021.5 and otherwise.

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XII.

SIXTH CAUSE OF ACTION

**Violation of the Private Attorneys General Act of 2004, Labor Code section 2698 et seq.
(Against Defendants, DOES 1 through 50, and each of them)**

69. Plaintiff and Plaintiff Class re-allege and incorporate by reference, as though fully set forth herein, paragraphs 1 through 68 of this complaint.

70. The California Private Attorney's General Act of 2004, Labor Code section 2698 et seq. ("PAGA") provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards agencies or employees for a violation of the Labor Code, may be recovered through a civil action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

71. Whenever the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards agencies or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions to assess a civil penalty.

72. Plaintiff and Plaintiff Class are "aggrieved employees" as defined by Labor Code section 2698 et seq. in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

73. Prior to filing this Complaint on August 10, 2015, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and to FRONT PORCH ENTERPRISES CONSORTIUM, of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code § 2699.3. (See "Exhibit A").

74. On January 12, 2016, the LWDA sent a letter to Plaintiff indicating that it would not be investigating the allegations. (See "Exhibit B").

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1 75. Plaintiff asserts all of the claims in this Complaint against Defendants,
2 individually and on behalf of all aggrieved employees of the Plaintiff Class, in his capacity as
3 private attorney general, and seek all statutory penalties available under the Labor Code.

4 76. Pursuant to Labor Code section 2699 et seq., Plaintiff, individually and on behalf
5 of all aggrieved employees, requests and is entitled to recover from Defendants: unpaid wages,
6 overtime compensation, rest and meal period compensation and penalties, waiting period wages
7 and penalties according to proof, penalties for failure to keep accurate payroll records, interest,
8 attorney's fees and costs pursuant to Labor Code sections 218.5, 1194, subdivision (a), and
9 1174, as well as all statutory penalties, and attorneys' fees against Defendants and each of them,
10 including but not limited to:

- 11 (a) Penalties under Labor Code section 2699 in the amount of \$100 for each
12 aggrieved employee per pay period for each initial violation, and \$200 for
13 each aggrieved employee per pay period for each subsequent violation;
- 14 (b) Penalties under Code of Regulations, Title 8, section 11070 in the amount
15 of \$50 for each aggrieved employee per pay period for the initial
16 violation, and \$200 for each aggrieved employee per pay period for each
17 subsequent violation;
- 18 (c) Any and all additional penalties and sums as provided by the Labor Code
19 and/or other statutes.

20 77. In addition thereto, Plaintiff seeks and are entitled to 50% of all penalties
21 obtained under Labor Code section 2699 to be allocated to the General Fund, and 25% of all
22 penalties obtained to be allocated to the Labor and Workforce Development Agency, for
23 education of employers and employees about their rights and responsibilities under the Labor
24 Code and 25% to all aggrieved employees.

25 78. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
26 costs pursuant to Labor Code sections 2699, 218.5, 226, 1174, and 1194, and any other
27 applicable statute.

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XIII.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Plaintiff Class pray for judgment as follows:

1. For nominal damages;
2. For compensatory damages;
3. For restitution of all monies due to Plaintiff and Plaintiff Class, and disgorged profits from the unlawful business practices of Defendants;
4. For penalties pursuant to Labor Code sections 226, 226, subdivision (e), 226.7, 512 and 1194, and as provided for by Labor Code section 2698 et seq.;
5. For interest accrued to date;
6. Injunctive relief, enjoining Defendants from engaging in the unlawful and unfair business practices complained herein;
7. Declaratory relief, enjoining Defendants' practices as being unlawful and unfair business practices within the meaning of Business and Professions Code 17200, et seq., and declaring Defendants have unlawfully treated Plaintiff and Plaintiff Class, failed to pay all wages and overtime compensation in violation of California law, failed to provide Plaintiff and Plaintiff Class accurate itemized wage statements upon payment of wages, and declaring the amounts of damages, penalties, equitable relief, costs, and attorneys' fees Plaintiff and Plaintiff Class are entitled to.
8. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;
9. For reasonable attorneys' fees pursuant to Labor Code sections 226 and 1194 and;

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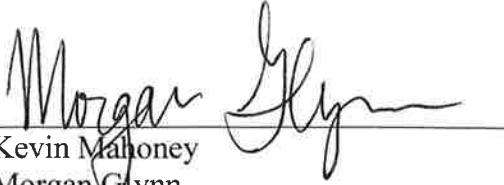
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1 10. For all such other and further relief as the Court may deem just and proper.

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3 Dated: January 13, 2016

MAHONEY LAW GROUP, APC

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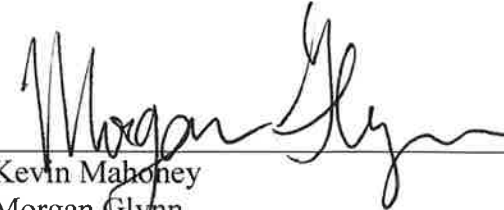
6 Kevin Mahoney
7 Morgan Glynn
8 Attorneys for Plaintiff Maria Pulido and all
9 employees similarly situated

10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff Maria Pulido hereby demands a jury trial on all issues so triable.

13
14 Dated: January 13, 2016

MAHONEY LAW GROUP, APC

15
16 

17 Kevin Mahoney
18 Morgan Glynn
19 Attorneys for Plaintiff Maria Pulido and all
20 employees similarly situated

EXHIBIT A



Morgan Glynn
(562) 590-5550 phone
(562) 590-8400 facsimile
mglynn@mahoney-law.net

August 10, 2015

Via Certified Mail # 70150640000197668321

Return Receipt Requested

LABOR AND WORKFORCE DEVELOPMENT AGENCY
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified Mail # 70150640000197668338

Return Receipt Requested

WALNUT VILLAGE REHABILITATION AND CARE CENTER
1401 West Ball Road
Anaheim, CA 92802

Via Certified Mail # .7015064097668345

Return Receipt Requested

FRONT PORCH ENTERPRISES, INC.
FRONT PORCH DEVELOPMENT CO., INC.
FRONT PORCH COMMUNITIES AND SERVICES – CASA DE MANANA, LLC
FRONT PORCH COMMUNITIES AND SERVICES – CLAREMONT MANOR, LLC
FRONT PORCH COMMUNITIES AND SERVICES – FREDERICKA MANOR, LLC
FRONT PORCH COMMUNITIES AND SERVICES – KINGSLEY MANOR, LLC
FRONT PORCH COMMUNITIES OPERATING GROUP, LLC
800 N. Brand Blvd., 19th Fl.
Glendale, CA 91203
Attn: Mr. Joseph Butler

Via Certified Mail # 70150640000197668352

Return Receipt Requested

FRONT PORCH COMMUNITIES AND SERVICES
303 N. Glenoaks Blvd., Ste 1000
Burbank, CA 91502
Attn: Joseph Butler

Re: **Pulido v. Walnut Village Rehabilitation and Care Center et al.**

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2699 et. seq.**

To: California Labor and Workforce Development Agency; Walnut Village
Rehabilitation and Care Center; Front Porch Enterprises, Inc.; Front Porch

Development Co., Inc.; Front Porch Communities and Services – Casa De Manana, LLC; Front Porch Communities and Services – Claremont Manor, LLC; Front Porch Communities and Services – Fredericka Manor, LLC; Front Porch Communities and Services – Kingsley Manor, LLC; and Front Porch Communities Operating Group, LLC; Front Porch Communities and Services.

From: Maria Pulido (hereinafter “Ms. Pulido”), on behalf of herself and all other aggrieved employees who were subject to the employer’s wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Ms. Pulido and all other aggrieved employees who intend to file a complaint alleging various Labor Code violations.

Theories of Labor Code Violations and Remedies

Ms. Pulido alleges that Walnut Village Rehabilitation and Care Center, Front Porch Enterprises, Inc.; Front Porch Development Co., Inc.; Front Porch Communities and Services – Casa De Manana, LLC; Front Porch Communities and Services – Claremont Manor, LLC; Front Porch Communities and Services – Fredericka Manor, LLC; Front Porch Communities and Services – Kingsley Manor, LLC; Front Porch Communities Operating Group, LLC; and Front Porch Communities and Services (“Defendants”) violated various sections of the Labor Code, including §§ 203, 204, 207, 222, 223, 226, 510, 1194, and 1197, by failing to provide Ms. Pulido and all other aggrieved employees all wages for all hours worked.

Specifically, Ms. Pulido will allege that Defendants regularly denied Ms. Pulido and her co-workers minimum wages and overtime for all hours worked, in violation of Labor Code §§ 204, 510, 1194, and 1197, which is actionable under Labor Code §2699.5

Ms. Pulido will further allege that Defendants regularly required Ms. Pulido and her co-workers to work before and beyond their recorded time (“off the clock”) to complete their job duties and tasks. In particular, Defendants required Ms. Pulido and her co-workers to either arrive at their shifts early or to stay after their shifts ended. Consequently, Defendants regularly and knowingly failed to compensate Ms. Pulido and her co-workers for all hours worked.

Ms. Pulido will further allege in her complaint that Defendants regularly interrupted and/or forced Ms. Pulido and her co-workers to forego their meal and rest periods. Defendants failed to provide compliant meal and rest periods and/or payments for said missed meal/rest periods. Specifically, Ms. Pulido and her co-workers were required to attend to their patients at all times, even during their meal periods. As a result of Defendants’ violations of Labor Code § 226.7, Ms. Pulido and all other aggrieved employees are entitled to damages equal to one (1) hour of wages per missed meal and rest period.

In addition, Ms. Pulido’s complaint will allege that Defendants failed to keep accurate payroll records in violation of Labor Code §§ 226 and 1174. First, Defendants’ pay stubs are not

compliant with Labor Code § 226 because, at a minimum, they did not include meal and/or rest period premium pay, they did not include wages for all regular and overtime hours worked, and they did not include the full legal name of the employer. Moreover, Defendants did not keep adequate records pursuant to Labor Code § 1174 because Defendants did not keep track of all hours worked by, or pay proper wages to, Ms. Pulido and her co-workers. Defendants' failure to comply with Labor Code §§ 226 and 1174 is therefore actionable under Labor Code § 2699.5.

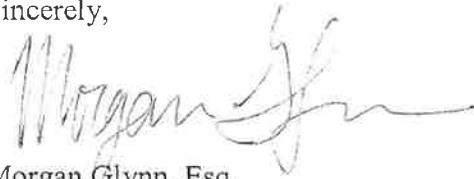
In light of the foregoing, Ms. Pulido will allege in her complaint that Defendants failed to pay wages to terminated employees within 72 hours of termination in accordance with Labor Code §§ 201 – 203 due to Defendants' uniform policies, practices and procedures, and willful failure to pay the earned and unpaid wages described herein.

Ms. Pulido will similarly allege in her complaint that Defendants failed to pay wages in a timely fashion in accordance with Labor Code § 204 as a result of Defendants' uniform policies, practices and procedures, and willful failure to pay the earned and unpaid wages described herein.

Ms. Pulido is bringing this lawsuit on behalf of herself and a putative class of employees, as well as all other aggrieved employees employed by Defendants.

Please advise if the LWDA has any objection to my client including PAGA claims in her complaint. We look forward to your response. Please feel free to contact our office if you have any comments or questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Morgan Glynn", with a long horizontal flourish extending to the right.

Morgan Glynn, Esq.

MAHONEY LAW GROUP, APC

MG/as

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☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 49.	
Total Postage and Fees \$ 49.	
Sent To Front Porch Enterprises Inc. Attn: Mr. Joseph B... Street and Apt. No., or PO Box No. 800 N. Brand Blvd. 19th FL City, State, ZIP+4® Glendale CA 92103	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



STATE OF CALIFORNIA
Labor & Workforce Development Agency

GOVERNOR Edmund G. Brown Jr. • SECRETARY David L. Carter

Agricultural Labor Relations Board • California Unemployment Insurance Appeals Board
California Workforce Investment Board • Department of Industrial Relations
Employment Development Department • Employment Training Panel • Public Employment Relations Board

January 12, 2016

CERTIFIED MAIL

Mahoney Law Group
249 East Ocean Blvd., Suite 814 Long Beach CA 90802

RE: LWDA #18124.0
RE: Employer(s): Front Porch Enterprises Inc.
RE: Employee(s): Maria Pulido

This is to inform you that the Labor and Workforce Development Agency (LWDA), in care of the Division of Labor Standards Enforcement (DLSE), received your notice of alleged Labor Code violations pursuant to Labor Code Section 2699, postmarked August 10, 2015, and after review, does not intend to investigate the allegations.

As a reminder to you, the provisions of Labor Code Section 2699(i) provides that "... civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code." Labor Code Section 2699(l) specifies "The superior court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part."

Consequently, you must advise DLSE of the results of the litigation, and forward a copy of the court judgment or the court-approved settlement agreement. Please be certain to reference the above LWDA assigned case number in any future correspondence.

Sincerely,

Mark-Woo-Sam
General Counsel

CC: Front Porch Enterprises Inc.
303 N. Glenoaks Blvd., Suite 1000 Burbank CA 91502
Agent For Service Of Process