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Attorneys for Plaintiff Destiny Hernandez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

23CV427931

DESTINY HERNANDEZ, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other aggrieved
employees,

Plaintiff,

vs.

EMERITUS CORPORATION, a
Washington corporation; BREA
EMERITUS LLC, a Delaware limited
liability company; EMERITUS
PROPERTIES XVI, INC., a Nevada
corporation; BROOKDALE SENIOR
LIVING COMMUNITIES, INC., a
Delaware corporation; BROOKDALE
EMPLOYEE SERVICES, LLC, a Delaware
limited liability company; BROOKDALE
EMPLOYEE SERVICES – CORPORATE,
LLC, a Delaware limited liability company;
BROOKDALE LIBERTY, LLC, a
Delaware limited liability company;
BROOKDALE MANAGEMENT OF
CALIFORNIA, LLC, a Delaware limited
liability company; BROOKDALE
CHANCELLOR, INC., a Delaware
corporation; BROOKDALE GARDENS,
INC., a Delaware corporation;
BROOKDALE LIVING COMMUNITIES,
INC., a Delaware corporation;
BROOKDALE WELLINGTON, INC., a

Case No.:

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

Delaware corporation; BROOKDALE
OPERATIONS, LLC, a Delaware limited
liability company; BROOKDALE
VEHICLE HOLDING, LLC, a Delaware
limited liability company; BROOKDALE
PROVIDENT MANAGEMENT, LLC, a
Delaware limited liability company;
BROOKDALE LIVING COMMUNITIES
OF CALIFORNIA, LLC, a Delaware
limited liability company; BROOKDALE
LIVING COMMUNITIES OF
CALIFORNIA-SAN MARCOS, LLC, a
Delaware limited liability company;
SUMMERVILLE AT HERITAGE PLACE,
LLC, a Delaware limited liability company;
SUMMERVILLE AT BARRINGTON
COURT LLC, a Delaware limited liability
company; SUMMERVILLE AT
FAIRWOOD MANOR, LLC, a Delaware
limited liability company;
SUMMERVILLE AT COBBICO, INC., a
California corporation; SUMMERVILLE
AT ROSEVILLE GARDENS LLC, a
Delaware limited liability company;
SUMMERVILLE AT HARDEN RANCH,
LLC, a Delaware limited liability company;
SUMMERVILLE AT ATHERTON
COURT LLC, a Delaware limited liability
company; BKD TWENTY-ONE PROPCO,
INC., a Delaware corporation; BKD
TWENTY-ONE OPCO, INC., a Delaware
corporation; BKD TWENTY-ONE
MANAGEMENT COMPANY, INC., a
Delaware corporation; BKD GARDENS-
TARZANA PROPCO, LLC, a Delaware
limited liability company; BKD
PERSONAL ASSISTANCE SERVICES,
LLC, a Delaware limited liability company;
BKD CORONA LLC, a Delaware limited
liability company; BKD KETTLEMAN
LANE LLC, a Delaware limited liability
company; BKD CORTONA PARK, LLC, a
Delaware limited liability company; BKD
FOLSOM LLC, a Delaware limited liability
company; BKD LODI, LLC, a Delaware
limited liability company; BKD FM7
HOLDCO CA, LLC, a Delaware limited
liability company; BKD ARBORS OF
SANTA ROSA, LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

1 Plaintiff Destiny Hernandez, as an aggrieved employee and on behalf of the State of
2 California and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on October 13, 2023, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ or employed persons
3 within the County of Santa Clara and have violated the requirements of the California Labor
4 Code and applicable IWC Wage Order in this county which give rise to the penalties sought in
5 this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements
6 of the California Labor Code and applicable IWC Wage Order in at least one (1) location
7 within the County of Santa Clara, including Defendants' restaurant located in San Jose (1009
8 Blossom River Way, San Jose, California 95123). Pursuant to California Civil Code of
9 Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the
10 county in which the cause, or some part of the cause, arose. Because Defendants have
11 employees in Santa Clara County, and Plaintiff could bring an action filed under PAGA in any
12 county in which an aggrieved employee worked and Labor Code violations occurred, venue is
13 proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal.
14 App. 5th 1069 (2021).

15 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private
16 Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private
17 attorneys general their current or former employers for various civil penalties for violations of
18 various provisions in the California Labor Code.

19 THE PARTIES

20 6. Plaintiff Destiny Hernandez is a resident of Roseville, in Placer County,
21 California. Defendants employed Plaintiff as an hourly paid, non-exempt Care Giver from
22 approximately October 2022 to June 2023. Plaintiff worked for Defendants at their facility
23 located in Roseville, California. During her employment, Plaintiff typically worked eight (8)
24 or more hours per day and five (5) days per week. At the time Plaintiff's employment with
25 Defendants ended, she earned approximately \$17.76 per hour. Her job duties included,
26 without limitation, taking care of residents, assisting residents with bathing, and clothing and
27 feeding residents.

28 7. EMERITUS CORPORATION was and is, upon information and belief, a

1 Washington corporation, and at all times hereinafter mentioned, an employer whose
2 employees are engaged throughout this county and the State of California.

3 8. BREA EMERITUS LLC was and is, upon information and belief, a Delaware
4 limited liability company, and at all times hereinafter mentioned, an employer whose
5 employees are engaged throughout this county and the State of California.

6 9. EMERITUS PROPERTIES XVI, INC. was and is, upon information and belief,
7 a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees
8 are engaged throughout this county and the State of California.

9 10. BROOKDALE SENIOR LIVING COMMUNITIES, INC. was and is, upon
10 information and belief, a Delaware corporation, and at all times hereinafter mentioned, an
11 employer whose employees are engaged throughout this county and the State of California.

12 11. BROOKDALE EMPLOYEE SERVICES, LLC was and is, upon information
13 and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
14 employer whose employees are engaged throughout this county and the State of California.

15 12. BROOKDALE EMPLOYEE SERVICES – CORPORATE, LLC was and is,
16 upon information and belief, a Delaware limited liability company, and at all times hereinafter
17 mentioned, an employer whose employees are engaged throughout this county and the State of
18 California.

19 13. BROOKDALE LIBERTY, LLC was and is, upon information and belief, a
20 Delaware limited liability company, and at all times hereinafter mentioned, an employer
21 whose employees are engaged throughout this county and the State of California.

22 14. BROOKDALE MANAGEMENT OF CALIFORNIA, LLC was and is, upon
23 information and belief, a Delaware limited liability company, and at all times hereinafter
24 mentioned, an employer whose employees are engaged throughout this county and the State of
25 California.

26 15. BROOKDALE CHANCELLOR, INC. was and is, upon information and belief,
27 a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
28 are engaged throughout this county and the State of California.

1 16. BROOKDALE GARDENS, INC. was and is, upon information and belief, a
2 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
3 are engaged throughout this county and the State of California.

4 17. BROOKDALE LIVING COMMUNITIES, INC. was and is, upon information
5 and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
6 employees are engaged throughout this county and the State of California.

7 18. BROOKDALE WELLINGTON, INC. was and is, upon information and belief,
8 a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
9 are engaged throughout this county and the State of California.

10 19. BROOKDALE OPERATIONS, LLC was and is, upon information and belief, a
11 Delaware limited liability company, and at all times hereinafter mentioned, an employer
12 whose employees are engaged throughout this county and the State of California.

13 20. BROOKDALE VEHICLE HOLDING, LLC was and is, upon information and
14 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
15 employer whose employees are engaged throughout this county and the State of California.

16 21. BROOKDALE PROVIDENT MANAGEMENT, LLC was and is, upon
17 information and belief, a Delaware limited liability company, and at all times hereinafter
18 mentioned, an employer whose employees are engaged throughout this county and the State of
19 California.

20 22. BROOKDALE LIVING COMMUNITIES OF CALIFORNIA, LLC was and is,
21 upon information and belief, a Delaware limited liability company, and at all times hereinafter
22 mentioned, an employer whose employees are engaged throughout this county and the State of
23 California.

24 23. BROOKDALE LIVING COMMUNITIES OF CALIFORNIA-SAN MARCOS,
25 LLC was and is, upon information and belief, a Delaware limited liability company, and at all
26 times hereinafter mentioned, an employer whose employees are engaged throughout this
27 county and the State of California.

28 24. SUMMERVILLE AT HERITAGE PLACE, LLC was and is, upon information

1 and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
2 employer whose employees are engaged throughout this county and the State of California.

3 25. SUMMERVILLE AT BARRINGTON COURT LLC was and is, upon
4 information and belief, a Delaware limited liability company, and at all times hereinafter
5 mentioned, an employer whose employees are engaged throughout this county and the State of
6 California.

7 26. SUMMERVILLE AT FAIRWOOD MANOR, LLC was and is, upon
8 information and belief, a Delaware limited liability company, and at all times hereinafter
9 mentioned, an employer whose employees are engaged throughout this county and the State of
10 California.

11 27. SUMMERVILLE AT COBB CO, INC. was and is, upon information and belief,
12 a California corporation, and at all times hereinafter mentioned, an employer whose
13 employees are engaged throughout this county and the State of California.

14 28. SUMMERVILLE AT ROSEVILLE GARDENS LLC was and is, upon
15 information and belief, a Delaware limited liability company, and at all times hereinafter
16 mentioned, an employer whose employees are engaged throughout this county and the State of
17 California.

18 29. SUMMERVILLE AT HARDEN RANCH, LLC was and is, upon information
19 and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
20 employer whose employees are engaged throughout this county and the State of California.

21 30. SUMMERVILLE AT ATHERTON COURT LLC was and is, upon information
22 and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
23 employer whose employees are engaged throughout this county and the State of California.

24 31. BKD TWENTY-ONE PROPCO, INC. was and is, upon information and belief,
25 a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
26 are engaged throughout this county and the State of California.

27 32. BKD TWENTY-ONE OPCO, INC. was and is, upon information and belief, a
28 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees

are engaged throughout this county and the State of California.

33. BKD TWENTY-ONE MANAGEMENT COMPANY, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

34. BKD GARDENS-TARZANA PROPCO, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

35. BKD PERSONAL ASSISTANCE SERVICES, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

36. BKD CORONA LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

37. BKD KETTLEMAN LANE LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

38. BKD CORTONA PARK, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

39. BKD FOLSOM LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

40. BKD LODI, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

41. BKD FM7 HOLDCO CA, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer

1 whose employees are engaged throughout this county and the State of California.

2 42. BKD ARBORS OF SANTA ROSA, LLC was and is, upon information and
3 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
4 employer whose employees are engaged throughout this county and the State of California.

5 43. Plaintiff is unaware of the true names or capacities of the Defendants sued
6 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
7 amend the complaint and serve such fictitiously named Defendants once their names and
8 capacities become known.

9 44. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
10 were the partners, agents, owners, or managers of EMERITUS CORPORATION; BREA
11 EMERITUS LLC; EMERITUS PROPERTIES XVI, INC.; BROOKDALE SENIOR LIVING
12 COMMUNITIES, INC.; BROOKDALE EMPLOYEE SERVICES, LLC; BROOKDALE
13 EMPLOYEE SERVICES – CORPORATE, LLC; BROOKDALE LIBERTY, LLC;
14 BROOKDALE MANAGEMENT OF CALIFORNIA, LLC; BROOKDALE CHANCELLOR,
15 INC.; BROOKDALE GARDENS, INC.; BROOKDALE LIVING COMMUNITIES, INC.;
16 BROOKDALE WELLINGTON, INC.; BROOKDALE OPERATIONS, LLC; BROOKDALE
17 VEHICLE HOLDING, LLC; BROOKDALE PROVIDENT MANAGEMENT, LLC;
18 BROOKDALE LIVING COMMUNITIES OF CALIFORNIA, LLC; BROOKDALE LIVING
19 COMMUNITIES OF CALIFORNIA-SAN MARCOS, LLC; SUMMERVILLE AT
20 HERITAGE PLACE, LLC; SUMMERVILLE AT BARRINGTON COURT LLC;
21 SUMMERVILLE AT FAIRWOOD MANOR, LLC; SUMMERVILLE AT COBB CO, INC.;
22 SUMMERVILLE AT ROSEVILLE GARDENS LLC; SUMMERVILLE AT HARDEN
23 RANCH, LLC; SUMMERVILLE AT ATHERTON COURT LLC; BKD TWENTY-ONE
24 PROPCO, INC.; BKD TWENTY-ONE OPCO, INC.; BKD TWENTY-ONE
25 MANAGEMENT COMPANY, INC.; BKD GARDENS-TARZANA PROPCO, LLC; BKD
26 PERSONAL ASSISTANCE SERVICES, LLC; BKD CORONA LLC; BKD KETTLEMAN
27 LANE LLC; BKD CORTONA PARK, LLC; BKD FOLSOM LLC; BKD LODI, LLC; BKD
28 FM7 HOLDCO CA, LLC; and BKD ARBORS OF SANTA ROSA, LLC, at all relevant times.

1 45. Plaintiff is informed and believes, and thereon alleges, that each and all of the
2 acts and omissions alleged herein was performed by, or is attributable to, EMERITUS
3 CORPORATION; BREA EMERITUS LLC; EMERITUS PROPERTIES XVI, INC.;
4 BROOKDALE SENIOR LIVING COMMUNITIES, INC.; BROOKDALE EMPLOYEE
5 SERVICES, LLC; BROOKDALE EMPLOYEE SERVICES – CORPORATE, LLC;
6 BROOKDALE LIBERTY, LLC; BROOKDALE MANAGEMENT OF CALIFORNIA, LLC;
7 BROOKDALE CHANCELLOR, INC.; BROOKDALE GARDENS, INC.; BROOKDALE
8 LIVING COMMUNITIES, INC.; BROOKDALE WELLINGTON, INC.; BROOKDALE
9 OPERATIONS, LLC; BROOKDALE VEHICLE HOLDING, LLC; BROOKDALE
10 PROVIDENT MANAGEMENT, LLC; BROOKDALE LIVING COMMUNITIES OF
11 CALIFORNIA, LLC; BROOKDALE LIVING COMMUNITIES OF CALIFORNIA-SAN
12 MARCOS, LLC; SUMMERVILLE AT HERITAGE PLACE, LLC; SUMMERVILLE AT
13 BARRINGTON COURT LLC; SUMMERVILLE AT FAIRWOOD MANOR, LLC;
14 SUMMERVILLE AT COBB CO, INC.; SUMMERVILLE AT ROSEVILLE GARDENS LLC;
15 SUMMERVILLE AT HARDEN RANCH, LLC; SUMMERVILLE AT ATHERTON COURT
16 LLC; BKD TWENTY-ONE PROPCO, INC.; BKD TWENTY-ONE OPCO, INC.; BKD
17 TWENTY-ONE MANAGEMENT COMPANY, INC.; BKD GARDENS-TARZANA
18 PROPCO, LLC; BKD PERSONAL ASSISTANCE SERVICES, LLC; BKD CORONA LLC;
19 BKD KETTLEMAN LANE LLC; BKD CORTONA PARK, LLC; BKD FOLSOM LLC;
20 BKD LODI, LLC; BKD FM7 HOLDCO CA, LLC; BKD ARBORS OF SANTA ROSA, LLC;
21 and/or DOES 1 through 10 (collectively, “Defendants” or “EMERITUS”), each acting as the
22 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
23 other co-Defendants and was acting within the course and scope of such agency, employment,
24 joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts
25 of any and all Defendants were in accordance with, and represent, the official policy of
26 Defendants.

27 46. At all relevant times, Defendants, and each of them, ratified each and every act
28 or omission complained of herein. At all relevant times, Defendants, and each of them, aided

1 and abetted the acts and omissions of each and all the other Defendants in proximately causing
2 the damages herein alleged.

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

6 48. Under California law, Defendants are jointly and severally liable as employers
7 for the violations alleged herein because they have each exercised sufficient control over the
8 wages, hours, working conditions, and employment status of Plaintiff and other non-party
9 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
10 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
11 of employment, determined their rate of pay, and maintained their employment records.
12 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
13 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
14 common-law employment relationship. As joint employers of Plaintiff and other non-party
15 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
16 available to Plaintiff and other non-party Aggrieved Employees under the law.

17 49. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
18 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
19 non-party Aggrieved Employees because Defendants have:

- 20 (a) jointly exercised meaningful control over the work performed by
21 Plaintiff and other non-party Aggrieved Employees;
- 22 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
23 Aggrieved Employees’ wages, hours, and working conditions, including
24 the quantity, quality standards, speed, scheduling, and operative details
25 of the tasks performed by Plaintiff and other non-party Aggrieved
26 Employees;
- 27 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
28 perform work which is an integral part of Defendants’ businesses; and

1 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
2 Employees as a matter of economic reality in that Plaintiff and other
3 non-party Aggrieved Employees were dependent on Defendants, who
4 shared the power to set the wages of Plaintiff and other non-party
5 Aggrieved Employees and determined their working conditions, and
6 who jointly reaped the benefits from the underpayment of their wages
7 and noncompliance with other statutory provisions governing their
8 employment.

9 50. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
10 there has existed a unity of interest and ownership between Defendants such that any
11 individuality and separateness between the entities has ceased.

12 51. EMERITUS CORPORATION; BREA EMERITUS LLC; EMERITUS
13 PROPERTIES XVI, INC.; BROOKDALE SENIOR LIVING COMMUNITIES, INC.;
14 BROOKDALE EMPLOYEE SERVICES, LLC; BROOKDALE EMPLOYEE SERVICES –
15 CORPORATE, LLC; BROOKDALE LIBERTY, LLC; BROOKDALE MANAGEMENT OF
16 CALIFORNIA, LLC; BROOKDALE CHANCELLOR, INC.; BROOKDALE GARDENS,
17 INC.; BROOKDALE LIVING COMMUNITIES, INC.; BROOKDALE WELLINGTON,
18 INC.; BROOKDALE OPERATIONS, LLC; BROOKDALE VEHICLE HOLDING, LLC;
19 BROOKDALE PROVIDENT MANAGEMENT, LLC; BROOKDALE LIVING
20 COMMUNITIES OF CALIFORNIA, LLC; BROOKDALE LIVING COMMUNITIES OF
21 CALIFORNIA-SAN MARCOS, LLC; SUMMERVILLE AT HERITAGE PLACE, LLC;
22 SUMMERVILLE AT BARRINGTON COURT LLC; SUMMERVILLE AT FAIRWOOD
23 MANOR, LLC; SUMMERVILLE AT COBB CO, INC.; SUMMERVILLE AT ROSEVILLE
24 GARDENS LLC; SUMMERVILLE AT HARDEN RANCH, LLC; SUMMERVILLE AT
25 ATHERTON COURT LLC; BKD TWENTY-ONE PROPCO, INC.; BKD TWENTY-ONE
26 OPCO, INC.; BKD TWENTY-ONE MANAGEMENT COMPANY, INC.; BKD GARDENS-
27 TARZANA PROPCO, LLC; BKD PERSONAL ASSISTANCE SERVICES, LLC; BKD
28 CORONA LLC; BKD KETTLEMAN LANE LLC; BKD CORTONA PARK, LLC; BKD

1 FOLSOM LLC; BKD LODI, LLC; BKD FM7 HOLDCO CA, LLC; BKD ARBORS OF
2 SANTA ROSA, LLC; and DOES 1 through 10 are therefore alter egos of each other.

3 52. Adherence to the fiction of the separate existence of Defendants would permit
4 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
5 from liability for the wrongful acts committed by them under the name EMERITUS.

6 53. Plaintiff further alleges, upon information and belief, that Defendants
7 EMERITUS CORPORATION; BREA EMERITUS LLC; EMERITUS PROPERTIES XVI,
8 INC.; BROOKDALE SENIOR LIVING COMMUNITIES, INC.; BROOKDALE
9 EMPLOYEE SERVICES, LLC; BROOKDALE EMPLOYEE SERVICES – CORPORATE,
10 LLC; BROOKDALE LIBERTY, LLC; BROOKDALE MANAGEMENT OF CALIFORNIA,
11 LLC; BROOKDALE CHANCELLOR, INC.; BROOKDALE GARDENS, INC.;
12 BROOKDALE LIVING COMMUNITIES, INC.; BROOKDALE WELLINGTON, INC.;
13 BROOKDALE OPERATIONS, LLC; BROOKDALE VEHICLE HOLDING, LLC;
14 BROOKDALE PROVIDENT MANAGEMENT, LLC; BROOKDALE LIVING
15 COMMUNITIES OF CALIFORNIA, LLC; BROOKDALE LIVING COMMUNITIES OF
16 CALIFORNIA-SAN MARCOS, LLC; SUMMERVILLE AT HERITAGE PLACE, LLC;
17 SUMMERVILLE AT BARRINGTON COURT LLC; SUMMERVILLE AT FAIRWOOD
18 MANOR, LLC; SUMMERVILLE AT COBBICO, INC.; SUMMERVILLE AT ROSEVILLE
19 GARDENS LLC; SUMMERVILLE AT HARDEN RANCH, LLC; SUMMERVILLE AT
20 ATHERTON COURT LLC; BKD TWENTY-ONE PROPCO, INC.; BKD TWENTY-ONE
21 OPCO, INC.; BKD TWENTY-ONE MANAGEMENT COMPANY, INC.; BKD GARDENS-
22 TARZANA PROPCO, LLC; BKD PERSONAL ASSISTANCE SERVICES, LLC; BKD
23 CORONA LLC; BKD KETTLEMAN LANE LLC; BKD CORTONA PARK, LLC; BKD
24 FOLSOM LLC; BKD LODI, LLC; BKD FM7 HOLDCO CA, LLC; and BKD ARBORS OF
25 SANTA ROSA, LLC are alter egos of each other for the following reasons:

- 26 (a) On the California Secretary of State’s website
27 (<https://bizfileonline.sos.ca.gov/>), EMERITUS CORPORATION;
28 BREA EMERITUS LLC; EMERITUS PROPERTIES XVI, INC.;

BROOKDALE SENIOR LIVING COMMUNITIES, INC.;
BROOKDALE EMPLOYEE SERVICES, LLC; BROOKDALE
EMPLOYEE SERVICES – CORPORATE, LLC; BROOKDALE
LIBERTY, LLC; BROOKDALE MANAGEMENT OF CALIFORNIA,
LLC; BROOKDALE CHANCELLOR, INC.; BROOKDALE
GARDENS, INC.; BROOKDALE LIVING COMMUNITIES, INC.;
BROOKDALE WELLINGTON, INC.; BROOKDALE OPERATIONS,
LLC; BROOKDALE VEHICLE HOLDING, LLC; BROOKDALE
PROVIDENT MANAGEMENT, LLC; BROOKDALE LIVING
COMMUNITIES OF CALIFORNIA, LLC; BROOKDALE LIVING
COMMUNITIES OF CALIFORNIA-SAN MARCOS, LLC;
SUMMERVILLE AT HERITAGE PLACE, LLC; SUMMERVILLE AT
BARRINGTON COURT LLC; SUMMERVILLE AT FAIRWOOD
MANOR, LLC; SUMMERVILLE AT COBB CO, INC.;
SUMMERVILLE AT ROSEVILLE GARDENS LLC;
SUMMERVILLE AT HARDEN RANCH, LLC; SUMMERVILLE AT
ATHERTON COURT LLC; BKD TWENTY-ONE PROPCO, INC.;
BKD TWENTY-ONE OPCO, INC.; BKD TWENTY-ONE
MANAGEMENT COMPANY, INC.; BKD GARDENS-TARZANA
PROPCO, LLC; BKD PERSONAL ASSISTANCE SERVICES, LLC;
BKD CORONA LLC; BKD KETTLEMAN LANE LLC; BKD
CORTONA PARK, LLC; BKD FOLSOM LLC; BKD LODI, LLC;
BKD FM7 HOLD CO CA, LLC; and BKD ARBORS OF SANTA
ROSA, LLC share the same principal and mailing address, “111
WESTWOOD PLACE SUITE 400, BRENTWOOD, TN 37027”;
(b) According to information filed with the California Secretary of State,
EMERITUS CORPORATION; BREA EMERITUS LLC; EMERITUS
PROPERTIES XVI, INC.; BROOKDALE SENIOR LIVING

1 COMMUNITIES, INC.; BROOKDALE EMPLOYEE SERVICES,
2 LLC; BROOKDALE EMPLOYEE SERVICES – CORPORATE, LLC;
3 BROOKDALE LIBERTY, LLC; BROOKDALE MANAGEMENT OF
4 CALIFORNIA, LLC; BROOKDALE CHANCELLOR, INC.;
5 BROOKDALE GARDENS, INC.; BROOKDALE LIVING
6 COMMUNITIES, INC.; BROOKDALE WELLINGTON, INC.;
7 BROOKDALE OPERATIONS, LLC; BROOKDALE VEHICLE
8 HOLDING, LLC; BROOKDALE PROVIDENT MANAGEMENT,
9 LLC; BROOKDALE LIVING COMMUNITIES OF CALIFORNIA,
10 LLC; BROOKDALE LIVING COMMUNITIES OF CALIFORNIA-
11 SAN MARCOS, LLC; SUMMERVILLE AT HERITAGE PLACE,
12 LLC; SUMMERVILLE AT BARRINGTON COURT LLC;
13 SUMMERVILLE AT FAIRWOOD MANOR, LLC; SUMMERVILLE
14 AT COBB CO, INC.; SUMMERVILLE AT ROSEVILLE GARDENS
15 LLC; SUMMERVILLE AT HARDEN RANCH, LLC;
16 SUMMERVILLE AT ATHERTON COURT LLC; BKD TWENTY-
17 ONE PROPCO, INC.; BKD TWENTY-ONE OPCO, INC.; BKD
18 TWENTY-ONE MANAGEMENT COMPANY, INC.; BKD
19 GARDENS-TARZANA PROPCO, LLC; BKD PERSONAL
20 ASSISTANCE SERVICES, LLC; BKD CORONA LLC; BKD
21 KETTLEMAN LANE LLC; BKD CORTONA PARK, LLC; BKD
22 FOLSOM LLC; BKD LODI, LLC; BKD FM7 HOLDCO CA, LLC; and
23 BKD ARBORS OF SANTA ROSA, LLC share the same
24 officers/directors and/or managers/members, including Lucinda M.
25 Baier, Chad C. White, Steven E. Swain, and/or Joanna Leskowicz;
26 (c) On information and belief, EMERITUS CORPORATION; BREA
27 EMERITUS LLC; EMERITUS PROPERTIES XVI, INC.;
28 BROOKDALE SENIOR LIVING COMMUNITIES, INC.;

BROOKDALE EMPLOYEE SERVICES, LLC; BROOKDALE
EMPLOYEE SERVICES – CORPORATE, LLC; BROOKDALE
LIBERTY, LLC; BROOKDALE MANAGEMENT OF CALIFORNIA,
LLC; BROOKDALE CHANCELLOR, INC.; BROOKDALE
GARDENS, INC.; BROOKDALE LIVING COMMUNITIES, INC.;
BROOKDALE WELLINGTON, INC.; BROOKDALE OPERATIONS,
LLC; BROOKDALE VEHICLE HOLDING, LLC; BROOKDALE
PROVIDENT MANAGEMENT, LLC; BROOKDALE LIVING
COMMUNITIES OF CALIFORNIA, LLC; BROOKDALE LIVING
COMMUNITIES OF CALIFORNIA-SAN MARCOS, LLC;
SUMMERVILLE AT HERITAGE PLACE, LLC; SUMMERVILLE AT
BARRINGTON COURT LLC; SUMMERVILLE AT FAIRWOOD
MANOR, LLC; SUMMERVILLE AT COBBICO, INC.;
SUMMERVILLE AT ROSEVILLE GARDENS LLC;
SUMMERVILLE AT HARDEN RANCH, LLC; SUMMERVILLE AT
ATHERTON COURT LLC; BKD TWENTY-ONE PROPCO, INC.;
BKD TWENTY-ONE OPCO, INC.; BKD TWENTY-ONE
MANAGEMENT COMPANY, INC.; BKD GARDENS-TARZANA
PROPCO, LLC; BKD PERSONAL ASSISTANCE SERVICES, LLC;
BKD CORONA LLC; BKD KETTLEMAN LANE LLC; BKD
CORTONA PARK, LLC; BKD FOLSOM LLC; BKD LODI, LLC;
BKD FM7 HOLDCO CA, LLC; and BKD ARBORS OF SANTA
ROSA, LLC share the same agent for service of process, “1505
CORPORATION;” and

- (d) On information and belief, EMERITUS CORPORATION; BREA
EMERITUS LLC; EMERITUS PROPERTIES XVI, INC.;
BROOKDALE SENIOR LIVING COMMUNITIES, INC.;
BROOKDALE EMPLOYEE SERVICES, LLC; BROOKDALE

1 EMPLOYEE SERVICES – CORPORATE, LLC; BROOKDALE
2 LIBERTY, LLC; BROOKDALE MANAGEMENT OF CALIFORNIA,
3 LLC; BROOKDALE CHANCELLOR, INC.; BROOKDALE
4 GARDENS, INC.; BROOKDALE LIVING COMMUNITIES, INC.;
5 BROOKDALE WELLINGTON, INC.; BROOKDALE OPERATIONS,
6 LLC; BROOKDALE VEHICLE HOLDING, LLC; BROOKDALE
7 PROVIDENT MANAGEMENT, LLC; BROOKDALE LIVING
8 COMMUNITIES OF CALIFORNIA, LLC; BROOKDALE LIVING
9 COMMUNITIES OF CALIFORNIA-SAN MARCOS, LLC;
10 SUMMERVILLE AT HERITAGE PLACE, LLC; SUMMERVILLE AT
11 BARRINGTON COURT LLC; SUMMERVILLE AT FAIRWOOD
12 MANOR, LLC; SUMMERVILLE AT COBBICO, INC.;
13 SUMMERVILLE AT ROSEVILLE GARDENS LLC;
14 SUMMERVILLE AT HARDEN RANCH, LLC; SUMMERVILLE AT
15 ATHERTON COURT LLC; BKD TWENTY-ONE PROPCO, INC.;
16 BKD TWENTY-ONE OPCO, INC.; BKD TWENTY-ONE
17 MANAGEMENT COMPANY, INC.; BKD GARDENS-TARZANA
18 PROPCO, LLC; BKD PERSONAL ASSISTANCE SERVICES, LLC;
19 BKD CORONA LLC; BKD KETTLEMAN LANE LLC; BKD
20 CORTONA PARK, LLC; BKD FOLSOM LLC; BKD LODI, LLC;
21 BKD FM7 HOLDCO CA, LLC; and BKD ARBORS OF SANTA
22 ROSA, LLC utilize the same standardized employment forms and issue
23 the same employment policies.

24 **PAGA REPRESENTATIVE ALLEGATIONS**

25 54. Defendants own and operate retirement homes across the United States with
26 approximately 42 facilities in California. Upon information and belief, Defendants maintain a
27 single, centralized Human Resources (“HR”) department at their corporate headquarters in
28 Brentwood, Tennessee, which is responsible for recruiting and hiring of new employees, and

1 communicating and implementing Defendants' company-wide policies, including timekeeping
2 policies and meal and rest period policies, to employees throughout California.

3 55. In particular, Plaintiff and other non-party Aggrieved Employees, on
4 information and belief, received the same standardized documents and/or written policies.
5 Upon information and belief, the usage of standardized documents and/or written policies,
6 including new-hire documents, indicate that Defendants dictated policies at the corporate level
7 and implemented them company-wide, regardless of their employees' assigned locations or
8 positions. Upon information and belief, Defendants set forth uniform policies and procedures
9 in several documents provided at an employee's time of hire.

10 56. Upon information and belief, Defendants maintain a centralized Payroll
11 department at their corporate headquarters in Brentwood, Tennessee, which processes payroll
12 for all non-exempt, hourly paid employees working for Defendants at their various locations
13 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees.
14 Based upon information and belief, Defendants issue the same formatted wage statements to
15 all non-exempt, hourly paid employees in California, irrespective of their work locations.
16 Upon information and belief, Defendants process payroll for departing employees in the same
17 manner throughout the State of California, regardless of the manner in which each employee's
18 employment ends.

19 57. Defendants continue to employ non-exempt or hourly paid employees in
20 California.

21 58. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
23 and advisors knowledgeable about California labor and wage law, employment and personnel
24 practices, and about the requirements of California law.

25 59. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
26 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
27 were not recorded.

28 60. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive certain wages for overtime compensation and that they were not receiving certain
3 wages for overtime compensation.

4 61. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that other non-party Aggrieved Employees were entitled to be paid at a
6 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
7 period premiums, that included as eligible income all remuneration required by law, including
8 but not limited to, all income derived from shift differential pay, incentive pay,
9 nondiscretionary bonuses, and/or other forms of compensation, but failed to include all forms
10 of remuneration in calculating the regular rate of pay for other non-party Aggrieved
11 Employees.

12 62. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 receive at least minimum wages for compensation and that they were not receiving at least
15 minimum wages for work that was required to be done off-the-clock. In violation of the
16 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
17 least minimum wages for work done off-the-clock.

18 63. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
21 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
22 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
23 other non-party Aggrieved Employees were not provided with all meal periods or payment of
24 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
25 uninterrupted, thirty (30) minute meal period.

26 64. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or

1 payment of one (1) additional hour of pay at their regular rates of pay when they were not
2 authorized and permitted to take a compliant rest period. In violation of the California Labor
3 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
4 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
5 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
6 pay when they were not authorized and permitted to take a compliant rest period.

7 65. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 receive complete and accurate wage statements in accordance with California law. In
10 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
11 were not provided complete and accurate wage statements.

12 66. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that they had a duty to maintain accurate and complete payroll records in
14 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
15 knowingly, and intentionally failed to do so.

16 67. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 timely payment of all wages earned upon termination of employment. In violation of the
19 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
20 payment of all wages due, including, but not limited to, overtime wages; minimum wages;
21 meal and rest period premiums; vested vacation pay; sick leave pay; and/or reporting time
22 pay, and within permissible time periods.

23 68. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 timely payment of wages during their employment. In violation of the California Labor Code,
26 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
27 including, but not limited to, overtime wages; minimum wages; meal and rest period
28 premiums; sick leave pay; and/or reporting time pay, within permissible time periods.

1 69. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that other non-party Aggrieved Employees were entitled to the portion of
3 wages previously paid and subsequently unlawfully deducted by Defendants.

4 70. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that other non-party Aggrieved Employees were entitled to payment of
6 wages as designated by statute. In violation of the California Labor Code, Defendants secretly
7 paid other non-party Aggrieved Employees lower wages than required by statute while
8 purporting to pay them proper wages.

9 71. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that they were required to pay departing employees all vested vacation
11 wages that were owed to them at the end of their employment. In violation of the California
12 Labor Code, Defendants failed to pay other non-party Aggrieved Employees all vested
13 vacation wages at the end of their employment, causing a forfeiture of vested vacation wages.

14 72. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that other non-party Aggrieved Employees were entitled to receive sick
16 leave benefits to be paid at a regular rate of pay, that included, as eligible income, all income
17 derived from shift differential pay, incentive pay, nondiscretionary bonuses, and/or other
18 forms of compensation. In violation of the California Labor Code, Defendants failed to
19 include all forms of remuneration in calculating the regular rate of pay for sick leave pay.

20 73. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that they were not permitted to compel or coerce other non-party
22 Aggrieved Employees to patronize their business in the purchase of anything of value, but did,
23 in fact, require other non-party Aggrieved Employees to purchase various items, including
24 uniforms, from Defendants.

25 74. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that other non-party Aggrieved Employees were entitled to one day's rest
27 in seven. In violation of the California Labor Code, Defendants required other non-party
28 Aggrieved Employees to work more than six consecutive days without a day of rest, where the

1 total hours worked exceeded 30 hours in any week or six hours in any one day thereof.

2 75. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that other non-party Aggrieved Employees were entitled to suitable
4 seating and/or were entitled to sit when it did not interfere with the performance of their duties
5 and also have seats nearby to use during a lull in tasks that do require moving about or
6 standing. In violation of the California Labor Code and applicable IWC Wage Order,
7 Defendants failed to provide other non-party Aggrieved Employees suitable seating.

8 76. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that other non-party Aggrieved Employees were entitled to be paid
10 reporting time pay when they reported to work for their usual or scheduled shift but were put
11 to work for less than half of the usual or scheduled shift. In violation of the California Labor
12 Code and applicable IWC Wage Order, Defendants did not pay other non-party Aggrieved
13 Employees all reporting time pay due.

14 77. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that other non-party Aggrieved Employees were entitled to receive split
16 shift premium pay when Defendants required other non-party Aggrieved Employees to return
17 to work for an additional shift in the same day, after having been clocked out for more than an
18 hour. In violation of the California Labor Code and applicable IWC Wage Order, Defendants
19 did not pay other non-party Aggrieved Employees all split-shift premiums due.

20 78. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that other non-party Aggrieved Employees were entitled to a sufficient
22 number of toilet facilities to use at the workplace. In violation of the California Labor Code
23 and the standards adopted by the Occupational Safety and Health Standards Board,
24 Defendants failed to provide other non-party Aggrieved Employees with a toilet facility.

25 79. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 receive reimbursement for all business-related expenses and costs they incurred during the
28 course and scope of their employment and that they did not receive reimbursement of

1 applicable business-related expenses and costs incurred.

2 80. Plaintiff is informed and believes, and thereon alleges, that at all times herein
3 mentioned, Defendants knew or should have known that Defendants had a duty to provide
4 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
5 of their employment with Defendants as required by the California Wage Theft Prevention
6 Act, but failed to do so.

7 81. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants failed to provide other non-party Aggrieved Employees with a safe
9 and healthful workplace by failing to notify other non-party Aggrieved Employees within one
10 business day of a potential COVID-19 exposure.

11 82. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants knew or should have known that they had a duty to compensate
13 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
14 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
15 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
16 that they were properly denied wages, all in order to increase Defendants' profits.

17 83. At all times herein set forth, PAGA provides that any provision of law under
18 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
19 assessed and collected by the LWDA for violations of the California Labor Code and
20 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
21 civil action brought on behalf of themselves and other current or former employees pursuant
22 to procedures outlined in California Labor Code section 2699.3.

23 84. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
24 person who was employed by the alleged violator and against whom one or more of the
25 alleged violations was committed."

26 85. Plaintiff and other current and former employees of Defendants are "aggrieved
27 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
28 or former employees and one or more of the alleged violations were committed against them.

1 86. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
2 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
3 following requirements have been met:

- 4 (a) The aggrieved employee shall give written notice by online filing
5 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
6 to the employer of the specific provisions of the California Labor Code
7 alleged to have been violated, including the facts and theories to support
8 the alleged violations.
- 9 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
10 2699.3(a) and any employer response to that notice shall be
11 accompanied by a filing fee of seventy-five dollars (\$75).
- 12 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
13 employer and the aggrieved employee by certified mail that it does not
14 intend to investigate the alleged violation within sixty (60) calendar
15 days of the postmark date of the Employee’s Notice. Upon receipt of
16 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
17 five (65) calendar days of the postmark date of the Employee’s Notice,
18 the aggrieved employee may commence a civil action pursuant to
19 California Labor Code section 2699 to recover civil penalties in addition
20 to any other penalties to which the employee may be entitled.

21 87. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
22 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
23 provision other than those listed in Section 2699.5 after the following requirements have been
24 met:

- 25 (a) The aggrieved employee or representative shall give written notice by
26 online filing to the LWDA and by certified mail to the employer of the
27 specific provisions of the California Labor Code alleged to have been
28 violated (other than those listed in Section 2699.5), including the facts

1 and theories to support the alleged violation.

2 (b) An aggrieved employee's notice filed with the LWDA pursuant to
3 2699.3(c) and any employer response to that notice shall be
4 accompanied by a filing fee of seventy-five dollars (\$75).

5 (c) The employer may cure the alleged violation within thirty-three (33)
6 calendar days of the postmark date of the notice. The employer shall
7 give written notice by certified mail within that period of time to the
8 aggrieved employee or representative and the agency if the alleged
9 violation is cured, including a description of actions taken, and no civil
10 action pursuant to Section 2699 may commence. If the alleged violation
11 is not cured within the 33-day period, the employee may commence a
12 civil action pursuant to Section 2699.

13 88. On October 13, 2023, Plaintiff provided written notice by online filing to the
14 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
15 Code alleged to have been violated, including facts and theories to support the alleged
16 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
17 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
18 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
19 Plaintiff PAGA Case Number LWDA-CM-987680-23. A true and correct copy of Plaintiff's
20 written notice to the LWDA and Defendants dated October 13, 2023, is attached hereto as
21 "Exhibit 1."

22 89. As of the filing date of this complaint, over 65 days have passed since Plaintiff
23 sent the initial written notice described above, and the LWDA has not responded that it
24 intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

25 90. Thus, Plaintiff has satisfied the administrative prerequisites under California
26 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
27 violations of California Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7,
28 227.3, 246, 248.6, 450, 510, 511, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198,

1 2350, 2802, 2810.5, and 6409.6.

2 91. Labor Code section 558(a) provides “[a]ny employer or other person acting on
3 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
4 provision regulating hours and days of work in any order of the Industrial Welfare
5 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
6 dollars (\$50) for each underpaid employee for each pay period for which the employee was
7 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
8 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
9 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
10 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
11 as a private attorney general, seeks assessment and collection of civil penalties under Labor
12 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
13 California against Defendants for violations of Labor Code sections 510, 511, 512(a), 516, and
14 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as private
15 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
16 from Defendants for violations of Labor Code sections 510, 511, 512(a), 516, and 1198, and
17 the applicable IWC Wage Order.

18 92. Defendants, at all times relevant to this complaint, were employers or persons
19 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
20 Employees’ rights by violating various sections of the California Labor Code as set forth
21 above.

22 93. As set forth below, Defendants have violated numerous provisions of both the
23 California Labor Code sections regulating hours and days of work as well as the applicable
24 IWC Wage Order.

25 94. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
26 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
27 private attorney general, seeks assessment and collection of civil penalties for herself, all other
28 non-party Aggrieved Employees, and the State of California against Defendants for violations

1 of California Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 227.3, 246,
2 248.6, 450, 510, 511, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2350, 2802,
3 2810.5, and 6409.6.

4 **FIRST CAUSE OF ACTION**

5 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

6 **(Against all Defendants)**

7 95. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 96. California Labor Code §§ 2698, *et seq.* (“PAGA”) permit Plaintiff to recover
10 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
11 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 221, 223, 224,
12 227.3, 450, 551, 552, 226(a), 226.7, 510, 511, 512(a), 1174(d), 1194, 1197, 1198, and 2802.
13 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
14 civil penalties for violations of those Labor Code sections not found in section 2699.5,
15 including sections 246, 248.6, 516, 1182.12, 2350, 2810.5, and 6409.6.

16 97. Defendants’ conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510, 511, and 1198, and the applicable
19 IWC Wage Order for Defendants’ failure to compensate Plaintiff and
20 other non-party Aggrieved Employees with all required overtime, as set
21 forth below;
- 22 (b) Violation of Labor Code sections 226.7, 510, 511, and 1198, and the
23 applicable IWC Wage Order for Defendants’ failure to include all forms
24 of remuneration in the regular rate of pay as required by law for
25 purposes of paying overtime wages and/or meal and rest period
26 premiums to other non-party Aggrieved Employees, as set forth below;
- 27 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
28 the applicable IWC Wage Order for Defendants’ failure to compensate

1 Plaintiff and other non-party Aggrieved Employees with at least
2 minimum wages for all hours worked, as set forth below;

3 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
5 and other non-party Aggrieved Employees with meal periods, as set
6 forth below;

7 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to authorize and
9 permit Plaintiff and other non-party Aggrieved Employees to take rest
10 periods, as set forth below;

11 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
12 IWC Wage Order for failure to provide accurate and complete wage
13 statements to Plaintiff and other non-party Aggrieved Employees, as set
14 forth below;

15 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
16 IWC Wage Order for failure to maintain payroll records, as set forth
17 below;

18 (h) Violation of Labor Code section 204 for failure to pay all earned wages
19 during employment, as set forth below;

20 (i) Violation of Labor Code sections 201 and 202 for failure to pay all
21 earned wages upon termination, as set forth below;

22 (j) Violation of Labor Code sections 221 and 224 for unlawfully deducting
23 a portion of wages previously paid to other non-party Aggrieved
24 Employees, as set forth below;

25 (k) Violation of Labor Code section 223 for secretly paying other non-party
26 Aggrieved Employees lower wages than required by statute, while
27 purporting to pay the proper wages, as set forth below;

28 (a) Violation of Labor Code section 227.3 for failure to pay other non-party

1 Aggrieved Employees all vested vacation time upon termination, as
2 alleged herein;

3 (b) Violation of Labor Code sections 246 and 248.6 for failure to properly
4 calculate the sick leave rate paid to other non-party Aggrieved
5 Employees, as set forth below;

6 (l) Violation of Labor Code section 450 for compelling other non-party
7 Aggrieved Employees to patronize Defendants' or any other person's
8 business in the purchase of anything of value, as set forth below;

9 (m) Violation of Labor Code sections 551 and 552 for failure to provide one
10 day's rest in seven to other non-party Aggrieved Employees, as set forth
11 below;

12 (n) Violation of Labor Code section 1198 for failing to provide suitable
13 seating to other non-party Aggrieved Employees, as set forth below;

14 (c) Violation of Labor Code sections section 1198 and the applicable IWC
15 Wage Order for failure to pay reporting time pay when other non-party
16 Aggrieved Employees were put to work for less than half of their usual
17 or scheduled shifts, as set forth below;

18 (o) Violation of Labor Code section 1198 and the applicable IWC Wage
19 Order for failure to pay split-shift premiums when other non-party
20 Aggrieved Employees returned to work for an additional shift in the
21 same day, after having been clocked out for more than an hour, as set
22 forth below;

23 (p) Violation of Labor Code section 2350 for failure to provide sufficient
24 toilet facilities in the workplace, as set forth below;

25 (q) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
26 and other non-party Aggrieved Employees for all business expenses
27 necessarily incurred, as set forth below;

28 (r) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to

1 provide written notice of information material to Plaintiff's and other
2 non-party Aggrieved Employees' employment with Defendants, as set
3 forth below; and

- 4 (s) Violation of Labor Code Section 6409.6 for failure to notify other
5 non-party Aggrieved Employees within one business day of a potential
6 COVID-19 exposure, as set forth below.

7 **FAILURE TO PAY OVERTIME**

8 **VIOLATION OF LABOR CODE SECTIONS 510, 511, AND 1198**

9 98. Labor Code section 1198 makes it illegal to employ an employee under
10 conditions of labor that are prohibited by the applicable wage order. California Labor Code
11 section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall
12 be the . . . standard conditions of labor for employees. The employment of any employee . . .
13 under conditions of labor prohibited by the order is unlawful."

14 99. California Labor Code section 1198 and the applicable IWC Wage Order
15 provide that it is unlawful to employ persons without compensating them at a rate of pay
16 either time-and-one-half or two-times that person's regular rate of pay, depending on the
17 number of hours worked by the person on a daily or weekly basis.

18 100. Specifically, the applicable IWC Wage Order provides that Defendants are and
19 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
20 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
21 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
22 (40) hours in a workweek.

23 101. The applicable IWC Wage Order further provides that Defendants are and were
24 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
25 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
26 An employee's regular rate of pay includes all remuneration for employment paid to, or on
27 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

28 102. California Labor Code section 510 codifies the right to overtime compensation

1 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
2 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
3 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
4 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
5 in a day on the seventh (7th) day of work.

6 103. California Labor Code section 511 allows the employer, with the employees'
7 approval, to offer an alternative workweek schedule that authorizes employees to work no
8 more than ten (10) hours per day and forty (40) hours per week without receiving overtime
9 compensation. An alternative workweek schedule must pay the employees overtime at one
10 and one-half times their regular hourly rate for work in excess of ten (10) hours per day or
11 forty (40) hours per week. Overtime must be paid at twice the employees' regular hourly rate
12 for work in excess of twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage
13 Order further provide that an employer may not implement an alternative workweek schedule
14 unless at least two-thirds of the affected employees approve the schedule through a secret
15 ballot election, and the results must be reported to the California Division of Labor Standards
16 Enforcement within 30 days after the results are final.

17 104. During the relevant time period, Defendants willfully failed to pay all overtime
18 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
19 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
20 for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10)
21 hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in
22 a week, because all hours worked were not recorded.

23 105. First, during the relevant time period, Defendants had a company-wide policy
24 and/or practice of discouraging and impeding Plaintiff and other non-party Aggrieved
25 Employees from recording hours worked that were outside of their scheduled shifts in order to
26 limit the amount of overtime employees could accrue. This policy of limiting overtime,
27 coupled with Defendants' policy and/or practice of understaffing and assignment of heavy
28 workloads (*see infra*), led Plaintiff and other non-party Aggrieved Employees to work off-the-

1 clock before and after their scheduled shift times in order to complete their assigned tasks.
2 For example, Defendants only provided Plaintiff and other non-party Aggrieved Employees
3 with a single timekeeping machine to clock in for their shifts. As a result, lines formed at the
4 timekeeping machine and Plaintiff and other non-party Aggrieved Employees were forced to
5 wait in line off-the-clock and under Defendants' control, time for which they were not paid.
6 Plaintiff and other non-party Aggrieved Employees would arrive early in order to clock in for
7 the start of their shifts, but were required to wait in a line for a few minutes to clock in, time
8 for which they were not paid. In addition, on a number of occasions, after Plaintiff clocked
9 out from her shifts, she was required to stay up to 15 minutes to either wait for an incoming
10 shift of employees to arrive before she would be allowed to leave or assist another employee
11 with a resident. Similarly, on information and belief, Defendants would require other non-
12 party Aggrieved Employees to perform various tasks off the clock, such as communicating on
13 their personal phones regarding work-related matters, attending meetings, submitting to
14 COVID health screenings and completing health questionnaires, traveling to other
15 Defendants' facilities and/or patients' homes, reviewing company policies, completing
16 Defendants-mandated trainings and/or continuing education, and donning and/or doffing
17 personal protective equipment and/or uniforms. Defendants did not track this time spent
18 working before and after scheduled shifts, and as a result, Plaintiff and other non-party
19 Aggrieved Employees received no compensation for this time.

20 106. Second, on information and belief, Defendants' timekeeping system often
21 malfunctioned or had connectivity issues, which impeded other non-party Aggrieved
22 Employees from accurately recording their hours worked while they waited for the system to
23 be reset or repaired. Thus, Defendants failed to track and/or record the time other non-party
24 Aggrieved Employees spent working outside of their scheduled shifts, and did not compensate
25 them for this time.

26 107. Third, during the relevant period, on information and belief, Defendants had a
27 policy and/or practice of improperly rounding employees' clock-in and/or clock-out times in
28 their timekeeping system to the start and/or end of their scheduled hours worked, rather than

1 their actual hours worked. Defendants' rounding policy resulted in the failure to compensate
2 other non-party Aggrieved Employees fully for all hours worked, causing other non-party
3 Aggrieved Employees to not be paid overtime wages for all of the overtime hours they
4 actually worked. Defendants' policy of rounding is unfair and has, over time, resulted in the
5 underpayment of wages to other non-party Aggrieved Employees. To the extent Defendants'
6 rounding policy has taken away time worked that was eligible for overtime, other non-party
7 Aggrieved Employees were denied overtime pay for all hours worked.

8 108. Fourth, Defendants had, and continue to have, a company-wide policy and/or
9 practice of failing to pay proper overtime when they required other non-party Aggrieved
10 Employees to work outside of their regularly scheduled alternative workweek schedule and
11 failed to pay all applicable overtime and/or double-time compensation owed for such hours of
12 work. In addition, to the extent Defendants implemented an alternative workweek schedule,
13 as to other non-party Aggrieved Employees, Defendants failed to comply with all
14 requirements for implementing an alternative workweek schedule, including, but not limited
15 to, holding proper workweek elections for the employees working alternative workweeks.
16 Accordingly, Defendants owe other non-party Aggrieved Employees unpaid overtime wages.

17 109. Fifth, as stated, Defendants had, and continue to have, a company-wide policy
18 and/or practice of understaffing, such that there were too few employees on duty to handle the
19 heavy workloads and provide meal period coverage. Furthermore, Defendants had a
20 company-wide practice of failing to schedule meal periods, which further caused Plaintiff and
21 other non-party Aggrieved Employees to not be relieved of their duties for compliant meal
22 periods. For example, a few times throughout her employment, Plaintiff would miss her meal
23 period entirely to meet the demands of her workload due to Defendants' understaffing and
24 lack of meal period coverage. Consequently, Plaintiff and other non-party Aggrieved
25 Employees were required to work through meal periods and/or had their unpaid meal periods
26 interrupted to complete their assigned workloads. Also, on information and belief, Defendants
27 maintained an on-premises meal period policy, which mandated that other non-party
28 Aggrieved Employees remain on Defendants' premises during their unpaid meal periods.

1 Because other non-party Aggrieved Employees were restricted from leaving the premises
2 during meal periods, they were denied the ability to use their meal periods freely for their own
3 purposes. Thus, Defendants effectively maintained control over other non-party Aggrieved
4 Employees during their unpaid meal periods.

5 110. Sixth, on information and belief, because Defendants frowned upon employees
6 accruing meal period penalties, Defendants' management pressured other non-party
7 Aggrieved Employees to clock out for meal periods and/or adjusted or rounded employees'
8 meal period start and stop times in Defendants' timekeeping system to reflect compliant meal
9 periods regardless of whether they had received a compliant meal period or not, in order to
10 strictly limit the meal penalties that would need to be paid by Defendants. Alternatively,
11 Defendants implemented a company-wide practice and/or policy of automatically deducting
12 meal periods from other non-party Aggrieved Employees' time records. Thus, Defendants did
13 not record all hours worked during meal periods, and other non-party Aggrieved Employees
14 performed work during meal periods for which they were not paid.

15 111. Furthermore, Defendants' company-wide timekeeping system prevented
16 Plaintiff and/or other non-party Aggrieved Employees from recording all hours worked when
17 their meal periods were shortened or interrupted, because Defendants' timekeeping system
18 automatically locked Plaintiff and/or other non-party Aggrieved Employees out once they
19 clocked out for a meal period, and would not permit them to clock back in from a meal period
20 until a full 30 minutes had elapsed. Thus, Defendants did not permit employees to record any
21 hours worked during meal periods, preventing Plaintiff and/or other non-party Aggrieved
22 Employees from being paid for hours worked during meal periods.

23 112. Defendants knew or should have known that as a result of these company-wide
24 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were working
25 before and after their shifts and during their meal periods, and were suffered or permitted to
26 perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
27 Employees worked shifts of eight (8) hours a day or more and/or shifts of ten (10) hours or
28 more, or forty (40) hours a week or more, some of this off-the-clock work qualified for

overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked.

113. Furthermore, Defendants did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid other non-party Aggrieved Employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other non-party Aggrieved Employees worked overtime and received these other forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

114. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510, 511, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PAY MINIMUM WAGES

VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198

115. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act." Cal. Code Regs. Tit. 8, § 11050(2)(K) (defining "Hours Worked").

116. As stated above, due to Defendants' restrictions on overtime accrual, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees

1 for actual hours worked before and after scheduled shifts, because these hours were not
2 recorded. As stated, because Defendants discouraged and impeded Plaintiff and other non-
3 party Aggrieved Employees from recording hours worked that were outside of their scheduled
4 shifts, Plaintiff and other non-party Aggrieved Employees were required to work off-the-clock
5 before and after their scheduled shifts, including waiting in line to clock in at a timekeeping
6 machine, waiting for an incoming shift to arrive, assisting other employees with residents'
7 care, communicating on their personal phones regarding work-related matters, attending
8 meetings, submitting to COVID health screenings and completing health questionnaires,
9 traveling to other Defendants' facilities and/or clients' homes, reviewing company policies,
10 completing Defendants-mandated trainings and/or continuing education, waiting to clock in
11 due to timekeeping system malfunctions, and/or donning and/or doffing personal protective
12 equipment and/or uniforms. Furthermore, as stated, Defendants had a policy and/or practice
13 of rounding other non-party Aggrieved Employees' hourly clock-in and/or clock-out times in
14 their timekeeping system to the start and/or end of their scheduled shift times, resulting in the
15 failure to compensate them for all hours worked.

16 117. Furthermore, as set forth above, due to Defendants' uniform practice of
17 understaffing, assignment of heavy workloads, failure to schedule meal periods, requiring
18 employees to stay on the work premises during meal periods, and resultant lack of meal period
19 coverage, Plaintiff and other non-party Aggrieved Employees were impeded from taking all
20 uninterrupted meal periods to which they were entitled and were required to work off-the-
21 clock during meal periods. Also, as stated, in order to prevent employees from accruing meal
22 period penalties, upon information and belief, Defendants' management pressured other non-
23 party Aggrieved Employees to clock out for meal periods, adjusted/rounded employees'
24 timesheets to reflect compliant meal periods, and/or automatically deducted 30-minute meal
25 periods from other non-party Aggrieved Employees' time records even when meal periods
26 were missed, short, and/or interrupted. As a result, Plaintiff and other non-party Aggrieved
27 Employees were not relieved of all duties during unpaid meal periods.

28 118. Moreover, as stated, Defendants systematically failed to pay Plaintiff and/or

1 other non-party Aggrieved Employees for actual hours worked during unpaid meal periods,
2 because Defendants' timekeeping system automatically locked Plaintiff and/or other non-party
3 Aggrieved Employees out for a full 30 minutes when they clocked out for a meal period.
4 Thus, Defendants systematically failed to pay Plaintiff and/or other non-party Aggrieved
5 Employees for actual hours worked during unpaid meal periods because these hours were not
6 correctly recorded.

7 119. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
8 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
9 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
10 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
11 1194, 1197, and 1198.

12 120. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
13 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
14 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
15 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

16 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

17 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

18 121. At all relevant times herein set forth, the applicable IWC Wage Order and
19 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
20 non-party Aggrieved Employees' employment by Defendants.

21 122. At all relevant times herein set forth, California Labor Code section 512(a)
22 provides that an employer may not require, cause, or permit an employee to work for a period
23 of more than five (5) hours per day without providing the employee with a meal period of not
24 less than thirty (30) minutes, except that if the total work period per day of the employee is
25 not more than six (6) hours, the meal period may be waived by mutual consent of both the
26 employer and the employee. Under California law, first meal periods must start after no more
27 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

28 123. At all relevant times herein set forth, California Labor Code sections 226.7,

1 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
2 meal period mandated by an applicable order of the IWC.

3 124. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and
4 1198, and the applicable IWC Wage Order also require employers to provide a second meal
5 period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or
6 to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if
7 the total hours worked is no more than twelve (12) hours, the second meal period may be
8 waived by mutual consent of the employer and the employee only if the first meal period was
9 not waived.

10 125. As set forth above, during the relevant time period, Defendants had, and
11 continue to have, a company-wide policy and/or practice of understaffing their locations while
12 assigning heavy workloads. Further, Defendants had a company-wide practice of failing to
13 schedule meal periods, resulting in Plaintiff and other non-party Aggrieved Employees having
14 their meal periods cut short to return to work, missing meal periods altogether, and/or or
15 waiting extended periods of time before taking meal periods. Thus, Defendants' practices and
16 policies prevented Plaintiff and other non-party Aggrieved Employees from taking all
17 compliant meal periods to which they were entitled.

18 126. Specifically, Plaintiff and other non-party Aggrieved Employees were forced to
19 work in excess of five (5) hours before taking a meal period and, at times, had their meal
20 periods cut short and/or had to forgo their meal periods altogether. For example, during her
21 employment, Plaintiff missed her meal periods entirely because the facilities were
22 understaffed, and employees were forced to work through or return early from meal periods,
23 in order to attend to residents and complete their assigned duties. Further, for the same
24 reasons, Plaintiff could not take her meal periods until more than five (5) hours into her shifts,
25 due to the heavy workload and lack of coverage. Defendants also had policies and/or
26 practices of requiring employees to remain on the premises during meal periods and requiring
27 employees to don and doff personal protective equipment and/or uniforms when leaving their
28 work areas, which further caused other non-party Aggrieved Employees to not be relieved of

1 their duties for compliant meal periods.

2 127. As also stated, on information and belief, because Defendants frowned upon
3 employees accruing meal period penalties, Defendants' management pressured other non-
4 party Aggrieved Employees to clock out for meal periods and/or adjusted other non-party
5 Aggrieved Employees' time records to reflect compliant meal periods, regardless of whether
6 they had received a compliant meal period or not, in order to strictly limit meal penalties that
7 would need to be paid by Defendants. Additionally, Defendants rounded other non-party
8 Aggrieved Employees' meal period start and end times in a manner that reflected compliant
9 meal periods, regardless of whether they had received a compliant meal period or not, in order
10 to strictly limit meal penalties that would need to be paid by Defendants. Alternatively,
11 Defendants implemented a policy and/or practice of automatically deducting meal periods
12 from other non-party Aggrieved Employees' time records regardless of whether they had
13 actually received a compliant meal period. Furthermore, as stated, Defendants' company-
14 wide timekeeping system prevented Plaintiff and/or other non-party Aggrieved Employees
15 from recording all hours worked when their meal periods were shortened or interrupted,
16 because the timekeeping system automatically locked Plaintiff and/or other non-party
17 Aggrieved Employees out once they clocked out for a meal period, and would not permit them
18 to clock back in from a meal period before 30 minutes had elapsed.

19 128. Moreover, Defendants did not provide other non-party Aggrieved Employees
20 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
21 one day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
22 waivers on days that they were entitled to meal periods and were not relieved of all duties.

23 129. Defendants knew or should have known that as a result of their policies and
24 practices, Plaintiff and other non-party Aggrieved Employees were not actually relieved of all
25 duties to take timely, uninterrupted meal periods. Defendants further knew or should have
26 known that they did not pay Plaintiff and other non-party Aggrieved Employees meal period
27 premiums when meal periods were missed, late, short, and/or interrupted. Further, to the
28 extent that Defendants' rounding policy reported that other non-party Aggrieved Employees

1 were provided with timely, full 30-minute meal periods when, in fact, the meal periods were
2 taken after the fifth hour of work or were less than 30 minutes, other non-party Aggrieved
3 Employees did not receive meal period premiums for these improperly rounded meal periods.

4 130. Moreover, Defendants engaged in a company-wide practice and/or policy of
5 not paying all meal period premiums owed when compliant meal periods are not provided.
6 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
7 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
8 to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for
9 missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved
10 Employees at the correct rate of pay for premiums because Defendants systematically failed to
11 include all forms of compensation, such as shift differential pay, incentive pay,
12 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

13 131. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
14 Employees compliant meal periods and failed to pay the full meal period premiums due.
15 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
16 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
17 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
18 2699(a), (f), and (g).

19 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

20 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

21 132. At all relevant times herein set forth, the applicable IWC Wage Order and
22 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
23 non-party Aggrieved Employees' employment by Defendants.

24 133. At all relevant times, the applicable IWC Wage Order provides that "[e]very
25 employer shall authorize and permit all employees to take rest periods, which insofar as
26 practicable shall be in the middle of each work period" and that the "rest period time shall be
27 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
28 hours or major fraction thereof" unless the total daily work time is less than three and one-half

1 (3 ½) hours.

2 134. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any rest period mandated by an applicable
4 order of the California IWC. To comply with its obligation to authorize and permit rest
5 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
6 employer must “relinquish any control over how employees spend their break time, and
7 relieve their employees of all duties—including the obligation that an employee remain on
8 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
9 *Inc.*, 2 Cal. 5th 257, 273 (2016).

10 135. Pursuant to the applicable IWC Wage Order and California Labor Code section
11 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
12 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
13 required rest period was not authorized and permitted.

14 136. During the relevant time period, Defendants regularly failed to authorize and
15 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
16 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
17 Defendants’ company-wide practices, including understaffing and assignment of heavy
18 workloads, prevented Plaintiff and other non-party Aggrieved Employees from being relieved
19 of all duty in order to take compliant rest periods. Additionally, Defendants also failed to
20 schedule rest periods which, coupled with Defendants’ failure to provide adequate rest period
21 coverage, further led to Plaintiff and other non-party Aggrieved Employees not being
22 authorized and permitted to take rest periods.

23 137. Moreover, Defendants maintained a company-wide on-premises rest period
24 policy, which mandated that Plaintiff and/or other non-party Aggrieved Employees remain on
25 Defendants’ premises during their rest periods. Because Plaintiff and/or other non-party
26 Aggrieved Employees were restricted from leaving the premises during rest periods, they were
27 denied the ability to use their rest periods freely for their own purposes, such as running
28 personal errands. Thus, Defendants effectively maintained control over Plaintiff and/or other

1 non-party Aggrieved Employees during rest periods.

2 138. As a result, Plaintiff and other non-party Aggrieved Employees would work
3 shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being
4 permitted and authorized to take all ten (10) minute rest periods to which they were entitled.
5 For example, Plaintiff had to forego her rest periods almost entirely due to the heavy workload
6 and understaffing and Defendants' failure to schedule rest periods for employees.
7 Additionally, on information and belief, to the extent other non-party Aggrieved Employees
8 were able to take rest periods, Defendants failed to authorize and permit other non-party
9 Aggrieved Employees to take another rest period when their rest periods were interrupted to
10 respond to the needs of residents.

11 139. Defendants also have engaged in a company-wide practice and/or policy of not
12 paying all rest period premiums owed when compliant rest periods are not authorized and
13 permitted. Because of this practice and/or policy, other non-party Aggrieved Employees have
14 not received all premium pay for missed rest periods. Alternatively, to the extent that
15 Defendants did pay other non-party Aggrieved Employees one (1) additional hour of premium
16 pay for missed rest periods, Defendants did not pay other non-party Aggrieved Employees at
17 the correct rate of pay for premiums because Defendants failed to include all forms of
18 compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or
19 other forms of remuneration, in the regular rate of pay.

20 140. Defendants' conduct violates the applicable IWC Wage Order and California
21 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
22 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
23 558 and/or 2699(a), (f), and (g).

24 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
25 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

26 141. At all relevant times herein, California Labor Code section 226(a) provides that
27 every employer shall furnish each of his or her employees an accurate and complete itemized
28 wage statement in writing, including, but not limited to, the name and address of the legal

entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

142. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

143. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

144. Additionally, because Defendants did not calculate other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

145. The wage statement deficiencies also include, among other things, failing to list

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
2 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
3 for which aggrieved employees were paid; failing to list the name of the employee and only
4 the last four digits of his or her social security number or an employee identification number
5 other than a social security number; failing to list the name and address of the legal entity that
6 is the employer; and/or failing to state all hours worked as a result of not recording or stating
7 the hours worked off-the-clock.

8 146. California Labor Code section 1174(d) provides that “[e]very person employing
9 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
10 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
11 plants or establishments at which employees are employed, payroll records showing the hours
12 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
13 applicable piece rate paid to, employees employed at the respective plants or
14 establishments” Labor Code section 1174.5 provides that employers are subject to a
15 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
16 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
17 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
18 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
19 as a result of failing to record the off-the-clock hours that they worked.

20 147. California Labor Code section 1198 provides that the maximum hours of work
21 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
22 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
23 employment of any employees for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
25 Wage Order, employers are required to keep accurate time records showing when the
26 employee begins and ends each work period and meal period. During the relevant time
27 period, Defendants engaged in company-wide practices and/or policies of failing to record
28 actual hours worked (including falsifying time records by recording that compliant meal

1 periods were taken regardless of if or when meal periods were actually taken), and thereby
2 failed to keep accurate records of work period and meal period start and end times for Plaintiff
3 and other non-party Aggrieved Employees in violation of section 1198. Furthermore, in light
4 of Defendants' failure to provide other non-party Aggrieved Employees with second 30-
5 minute meal periods to which they were entitled, Defendants kept no records of meal start and
6 end times for second meal periods.

7 148. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198.
8 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
9 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

10 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

11 **VIOLATION OF LABOR CODE SECTION 204**

12 149. At all relevant times herein set forth, California Labor Code section 204
13 requires that all wages earned by any person in any employment between the 1st and the 15th
14 days, inclusive, of any calendar month, other than those wages due upon termination of an
15 employee, are due and payable between the 16th and the 26th day of the month during which
16 the labor was performed. Labor Code section 204 further provides that all wages earned by
17 any person in any employment between the 16th and the last day, inclusive, of any calendar
18 month, other than those wages due upon termination of an employee, are due and payable
19 between the 1st and the 10th day of the following month.

20 150. At all relevant times herein, California Labor Code section 204 also requires
21 that all wages earned for labor in excess of the normal work period shall be paid no later than
22 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
23 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
24 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
25 more than seven (7) calendar days following the close of the payroll period.

26 151. During the relevant time period, Defendants willfully failed to pay Plaintiff and
27 other non-party Aggrieved Employees all wages due to them within any time period specified
28 by California Labor Code section 204 including, but not limited to, overtime wages; minimum

1 wages; meal and rest period premiums; sick leave pay, and/or reporting time pay.

2 152. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
3 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

4 **FAILURE TO PAY WAGES UPON TERMINATION**

5 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

6 153. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
7 that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
9 her employment, his or her wages shall become due and payable not later than seventy-two
10 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
11 his or her intention to quit, in which case the employee is entitled to his or her wages at the
12 time of quitting.

13 154. On information and belief, Defendants had a company-wide practice or policy
14 of paying departing employees their final wages on the next regular pay cycle, instead of
15 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
16 Defendants terminated Plaintiff on June 18, 2023. However, Defendants did not tender
17 Plaintiff's final wages to her until June 23, 2023, when Defendants informed Plaintiff she
18 could return to work to pick up her final pay. Thus, Defendants failed to pay Plaintiff her
19 final wages immediately, in violation of Labor Code section 201.

20 155. Additionally, Defendants willfully failed to pay Plaintiff and other non-party
21 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid
22 wages set forth above, including but not limited to, overtime wages; minimum wages; meal
23 and rest period premiums; vested vacation pay; sick leave pay; and/or reporting time pay,
24 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
25 employ.

26 156. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
27 who are no longer employed by Defendants their wages earned and unpaid at the time of
28 discharge, or within seventy-two (72) hours of their leaving Defendant's employ, violates

1 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
2 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
3 2699(a), (f), and (g).

4 **COLLECTING OR RECEIVING WAGES ALREADY PAID**
5 **VIOLATION OF LABOR CODE SECTION 221 AND 224**

6 157. At all times relevant herein, California Labor Code section 221 provides that it
7 shall be unlawful for any employer to collect or receive from an employee any part of wages
8 theretofore paid by said employer to said employee. California Labor Code section 224 also
9 provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a
10 deduction is expressly authorized in writing by the employee."

11 158. During the relevant time period, Defendants unlawfully deducted a portion of
12 wages previously paid to other non-party Aggrieved Employees in violation of California
13 Labor Code section 221. On information and belief, Defendants systematically, and on a
14 company-wide basis, maintained a policy that improperly deducted wages from other non-
15 party Aggrieved Employees' pay for uniform items. On information and belief, such
16 deductions were not expressly authorized in writing by other non-party Aggrieved Employees.

17 159. Defendants' conduct as alleged herein violates California Labor Code sections
18 221 and 224. Other non-party Aggrieved Employees are therefore entitled to recover civil
19 penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

20 **SECRET PAYMENT OF A LOWER WAGE**
21 **VIOLATION OF LABOR CODE SECTION 223**

22 160. At all times, California Labor Code section 223 makes it unlawful for an
23 employer to secretly pay wages lower than required by statute while purporting to pay legal
24 wages.

25 161. During the relevant time period, Defendants willfully and systematically
26 deducted money from other non-party Aggrieved Employees' wages without their express
27 written authorization, pursuant to their policy regarding additional uniform items.
28 Defendants' deduction from their employees' wages resulted in the payment of less than

1 statutorily required wages to other non-party Aggrieved Employees. In doing so, Defendants
2 acted with the intent to deprive other non-party Aggrieved Employees of statutory wages,
3 including, but not limited to, overtime wages and/or minimum wages, to which they were
4 entitled to under California law. Thus, Defendants paid other non-party Aggrieved
5 Employees lower wages than those they were entitled to while purporting that other non-party
6 Aggrieved Employees were properly paid.

7 162. Defendants' failure to pay other non-party Aggrieved Employees the correct
8 designated wage, while purporting to pay legal wages, is a violation of California Labor Code
9 section 223. Other non-party Aggrieved Employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

11 **FAILURE TO PAY ALL VESTED VACATION TIME AND PAID TIME OFF UPON**
12 **TERMINATION**

13 **VIOLATION OF LABOR CODE SECTION 227.3**

14 163. At all relevant times herein, California Labor Code section 227.3 provides that
15 whenever a contract of employment or employer policy provides for paid vacations, and an
16 employee is terminated without having taken his or her vested vacation time, all vested
17 vacation shall be paid to him or her as wages at his or her final rate in accordance with such
18 contract of employment or employer policy respecting eligibility or time served. Vacation
19 time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share
20 of vested vacation pay. An employer may not require an employee to forfeit earned but
21 unused vacation pay.

22 164. Defendants had a company-wide policy and practice of failing to pay other non-
23 party Aggrieved Employees vested vacation wages that were owed to them at the end of their
24 employment. Defendants' failure to pay other non-party Aggrieved Employees all vested
25 vacation wages at the end of their employment has caused a forfeiture of vested vacation
26 wages in violation of California Labor Code section 227.3.

27 165. Other non-party Aggrieved Employees are therefore entitled to recover civil
28 penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (g).

1 **FAILURE TO PROPERLY CALCULATE SICK LEAVE RATES OF PAY**
2 **VIOLATION OF LABOR CODE SECTIONS 246 AND 248.6**

3 166. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
4 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
5 days from the commencement of employment with paid sick days, to be accrued at least one
6 hour for every 30 hours worked. Further, Labor Code section 246(l) provides that an
7 employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time
8 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for
9 the workweek in which the employee uses paid sick time, whether or not the employee
10 actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt
11 employees shall be calculated by dividing the employee’s total wages, not including overtime
12 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
13 days of employment.”

14 167. At all relevant times herein, California Labor Code section 248.6 provides
15 covered employees with COVID-19 supplemental paid sick leave. Labor Code section
16 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be
17 compensated at a rate equal to the following: 1) “[c]alculated in the same manner as the
18 regular rate of pay for the workweek in which the employee uses paid sick time, whether or
19 not the employee actually works overtime in that workweek[;]” or 2) “[c]alculated by dividing
20 the employee’s total wages, not including overtime premium pay, by the employee’s total
21 nonovertime hours worked in the full pay periods occurring within the prior 90 days of
22 employment; provided that, for nonexempt employees paid by piece rate, commission or other
23 method that uses all hours to determine the regular rate of pay, total wages, not including
24 overtime premium pay, shall be divided by all hours, to determine the correct amount of
25 COVID-19 supplemental paid sick leave under this subdivision.”

26 168. During the relevant time period, Defendants did not pay other non-party
27 Aggrieved Employees the correct sick leave rates of pay. As stated, in addition to an hourly
28 wage, Defendants paid other non-party Aggrieved Employees shift differential pay, incentive

1 pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of
2 the California Labor Code, Defendants failed to incorporate all remunerations, including shift
3 differential pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of the
4 regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times
5 when other non-party Aggrieved Employees took sick leave and received these other forms of
6 pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave rate than
7 required. Specifically, Defendants paid other non-party Aggrieved Employees sick leave
8 based on their hourly rate of pay instead of their regular rate of pay.

9 169. Defendants' failure to properly calculate the sick leave rates of pay based on all
10 remuneration paid has resulted in an underpayment of sick leave benefits to other non-party
11 Aggrieved Employees on a company-wide basis in violation of California Labor Code
12 sections 246(l) and 248.6(b)(3)(A).

13 170. Other non-party Aggrieved Employees are therefore entitled to recover civil
14 penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

15 **COMPELLING PATRONIZATION**

16 **VIOLATION OF LABOR CODE SECTIONS 450**

17 171. At all relevant times herein, California Labor Code section 450 provides that an
18 employer may not "compel or coerce any employee, or applicant for employment, to patronize
19 his or her employer, or any other person, in the purchase of anything of value." An employer
20 violates section 450 by forcing an employee to patronize the employer's business in the
21 purchase of a company-provided good.

22 172. During the relevant time period, Defendants had a company-wide policy of not
23 providing a sufficient number of uniform items to Plaintiff and other non-party Aggrieved
24 Employees in relation to the shifts they were scheduled to work.

25 173. During their employment, other non-party Aggrieved Employees were
26 scheduled to work five (5) days per week, but Defendants provided them with only two (2)
27 uniform shirts, forcing them to purchase additional shirts from Defendants for \$20 each in
28 order to comply with their uniform policy. Thus, Defendants compelled other non-party

1 Aggrieved Employees to patronize their business by purchasing additional uniform items.

2 174. Defendants' conduct of compelling and/or coercing other non-party Aggrieved
3 Employees to purchase goods from them is in violation of California Labor Code section 450.
4 Other non-party Aggrieved Employees are entitled to recover civil penalties pursuant to Labor
5 Code sections 2699(a), (f) and (g).

6 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN**

7 **VIOLATION OF LABOR CODE SECTIONS 551 and 552**

8 175. At all relevant times herein, California Labor Code section 551 provides that
9 every person employed in any occupation of labor is entitled to one day's rest in seven.
10 Additionally, California Labor Code section 552 prohibits employers from requiring
11 employees to work more than six consecutive days without a day of rest.

12 176. At all relevant times herein set forth, California Labor Code section 556
13 exempts an employer from the day-of-rest requirement when the total hours worked by an
14 employee do not exceed 30 hours in any week or six hours in any one day thereof.

15 177. During the relevant period, on information and belief, Defendants required
16 other non-party Aggrieved Employees to work approximately six (6) or more hours per day
17 and seven (7) consecutive days in a workweek. Because other non-party Aggrieved
18 Employees worked over thirty (30) hours per week and over six (6) hours in any one day in a
19 workweek, they were not exempt from the day-of-rest requirement. To the extent that other
20 non-party Aggrieved Employees signed purported waivers of their right to a day's rest in
21 seven, such waivers are invalid.

22 178. Thus, during the relevant time period, and in violation of California Labor
23 Code sections 551 and 552, Defendants caused other non-party Aggrieved Employees to work
24 more than six days in seven. Other non-party Aggrieved Employees are therefore entitled to
25 recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

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FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050(14)(A)

179. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

180. California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

181. Defendants’ California facilities are generally similar in their layout and design and there was, and continues to be, space at the employee work areas to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. Defendants could provide other non-party Aggrieved Employees with a seat or stool at their work areas, but instead deny employees seating and force other non-party Aggrieved Employees to stand throughout the day.

182. Other non-party Aggrieved Employees spent a substantial portion of their day standing in their work areas. The nature of the work employees performed can reasonably be accomplished from a seated position at least some of the time. However, as set forth herein, Defendants systematically, and on a company-wide basis, do not provide seats or stools at or near the work areas, forcing other non-party Aggrieved Employees to stand throughout their work shifts.

183. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because other non-party Aggrieved Employees were not allowed to sit, even when the nature of their work

1 would reasonably permit the use of seats, nor were they provided with suitable seats.
2 Defendants' management did not inform other non-party Aggrieved Employees that they were
3 allowed to sit down, provide any means for them to sit down, or mention any policy regarding
4 sitting.

5 184. As a result of Defendants' company-wide policy and/or practice of prohibiting
6 employees from sitting during their shifts and failure to provide suitable seating, other non-
7 party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants'
8 failure to provide suitable seating to other non-party Aggrieved Employees violated and
9 continues to violate California Labor Code section 1198 and IWC Wage Order No. 5-2001,
10 subdivision 14(A).

11 185. Other non-party Aggrieved Employees are therefore entitled to recover civil
12 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

13 **FAILURE TO PROVIDE SUITABLE SEATING**
14 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
15 **REGULATIONS, TITLE 8, SECTION 11050(14)(B)**

16 186. At all relevant times herein, California Labor Code section 1198 makes it
17 illegal to employ an employee under conditions of labor that are prohibited by the applicable
18 wage order. California Labor Code section 1198 requires that "... the standard conditions of
19 labor fixed by the commission shall be the ... standard conditions of labor for employees.
20 The employment of any employee ... under conditions of labor prohibited by the order is
21 unlawful."

22 187. California Code of Regulations, Title 8, section 11050(14)(B) provides that
23 "[w]hen employees are not engaged in the active duties of their employment and the nature of
24 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
25 proximity to the work area and employees shall be permitted to use such seats when it does
26 not interfere with the performance of their duties."

27 188. During the relevant time period, Defendants violated California Labor Code
28 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because other

1 non-party Aggrieved Employees were not allowed to sit, even during lulls in their work
2 duties, nor were they provided with suitable seats in reasonable proximity to their work areas.

3 189. As stated, Plaintiff alleges that Defendants' California facilities are generally
4 similar in their layout and design and there was, and continues to be, space near their work
5 areas (with reasonable or no modification to these work areas) to allow for the presence and
6 use of a seat or stool by other aggrieved employees during lulls in operation. Defendants
7 could have provided other non-party Aggrieved Employees with a seat or stool in their work
8 areas, but instead denied, and continue to deny, employees seating, forcing them to stand
9 throughout the day.

10 190. Defendants did not provide other non-party Aggrieved Employees with seats or
11 stools in reasonable proximity to their work areas to allow them to use seats when it would not
12 interfere with the performance of their duties for times when they were not engaged in active
13 duties that require standing. In other words, to the extent other non-party Aggrieved
14 Employees engaged in duties in which the nature of the work required standing, Defendants
15 denied them the use of seats nearby during lulls in their work duties. Moreover, Defendants
16 did not inform other non-party Aggrieved Employees of their rights to a seat or stool under
17 California law.

18 191. As a result of Defendants' company-wide policy and/or practice prohibiting
19 employees from sitting at any time, even when they were not engaged in active duties
20 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
21 work areas, other non-party Aggrieved Employees were forced to stand during shifts and
22 denied seats. Defendants' failure to provide suitable seating to other non-party Aggrieved
23 Employees violated and continues to violate California Labor Code section 1198 and IWC
24 Wage Order No. 5-2001, subdivision 14(B).

25 192. Other non-party Aggrieved Employees are therefore entitled to recover civil
26 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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FAILURE TO PAY REPORTING TIME PAY
VIOLATION OF LABOR CODE SECTION 1198

193. California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

194. California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

195. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because Defendants failed to pay other non-party Aggrieved Employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of the usual or scheduled day’s work.

196. On information and belief, Defendants had a company-wide practice of sending other non-party Aggrieved Employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay other non-party Aggrieved Employees for half of their usual or scheduled shift. Although other non-party Aggrieved Employees would report to work based on the schedule that Defendants provided to them, Defendants would send them home before they had worked at least half of their

1 scheduled shifts without giving them reporting time pay.

2 197. Accordingly, other non-party Aggrieved Employees were not properly
3 compensated with reporting time pay in violation of California Labor Code section 1198 and
4 California Code of Regulations, Title 8, section 11050(5)(A). Other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 2699(a), (f), and (g).

7 **FAILURE TO PAY SPLIT-SHIFT PAY**

8 **VIOLATION OF LABOR CODE SECTION 1198**

9 198. California Labor Code section 1198 provides that no employer may employ an
10 employee under conditions of labor that are prohibited by the applicable IWC wage order.
11 California Labor Code section 1198 further requires that “. . . the standard conditions of labor
12 fixed by the commission shall be the . . . standard conditions of labor for employees. The
13 employment of any employee . . . under conditions of labor prohibited by the order is
14 unlawful.”

15 199. California Code of Regulations, Title 8, section 11050(4)(C) provides that,
16 “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid
17 in addition to the minimum wage for that workday, except when the employee resides at the
18 place of employment.” California Code of Regulations, Title 8, defines a split shift as “a
19 work schedule, which is interrupted by non-paid non-working periods established by the
20 employer, other than bona fide rest or meal periods.”

21 200. Defendants willfully violated California Labor Code section 1198 and
22 California Code of Regulations, Title 8, section 11050(4)(C), because Defendants failed to
23 pay other non-party Aggrieved Employees a split-shift premium when they returned to work
24 for an additional shift in the same day, after having been clocked out for several hours. When
25 this occurred, Defendants did not pay other non-party Aggrieved Employees an additional
26 hour at minimum wage. Accordingly, Defendants required other non-party Aggrieved
27 Employees to work split shifts but failed to pay them an additional hour at minimum wage, in
28 violation of California Labor Code section 1198.

201. Defendants' failure to provide other non-party Aggrieved Employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11070(4)(C). Other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE SUFFICIENT TOILET FACILITIES

VIOLATION OF LABOR CODE SECTION 2350

202. California Labor Code section 2350 provides that all employers must provide "a sufficient number of toilet facilities for the use of the employees." During the relevant time period, Defendants failed to provide other non-party Aggrieved Employees with sufficient toilet facilities.

203. Defendants' failure to provide other non-party Aggrieved Employees a toilet facility to use at the workplace is in violation of Labor Code section 2350 and the standards adopted by the Occupational Safety and Health Standards Board. Other non-party Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

VIOLATION OF LABOR CODE SECTION 2802

204. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and

maintain hand tools and equipment customarily required by the particular trade or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

205. First, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but Defendants failed to reimburse them for the costs of their work-related mobile device expenses. For example, Plaintiff was required to use her personal cellular phone to communicate with management regarding work-related issues. Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, Defendants failed to reimburse them for this cost. Further, Defendants required other non-party Aggrieved Employees who worked from home to utilize their home internet to perform their job duties, but failed to reimburse those other non-party Aggrieved Employees for such usage.

206. Second, during the relevant time period, Defendants required Plaintiff and other non-party Aggrieved Employees to wear t-shirts with the company logo to every shift. Plaintiff was provided with two (2) uniform t-shirts in total. However, due to the nature of residential care facility work, Plaintiff’s and other non-party Aggrieved Employees’ uniforms were exposed to germs and bacteria such that two shirts were not a sufficient number of uniforms for the workweek. As a result, they had to wash their uniform items more frequently, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, Defendants failed to maintain the uniforms they required Plaintiff and other non-party Aggrieved Employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

207. Further, because Defendants failed to provide their employees with an adequate number of uniforms in relation to their scheduled shifts and for the tasks they were required to perform, other non-party Aggrieved Employees were forced to pay out-of-pocket for some of

1 their uniform items. For example, other non-party Aggrieved Employees spent approximately
2 \$20 out-of-pocket to purchase each additional t-shirt but were not reimbursed for their costs.

3 208. Third, during the relevant time period, Defendants, on a company-wide basis,
4 required that other non-party Aggrieved Employees use their own personal vehicles to travel
5 to different Defendants' facilities and/or between clients' homes. Although Defendants
6 required other non-party Aggrieved Employees to utilize their personal vehicles to carry out
7 their work-related responsibilities, Defendants failed to reimburse them for their mileage or
8 travel expenses.

9 209. Defendants could have provided Plaintiff and other non-party Aggrieved
10 Employees with the actual tools and equipment required for use on the job, such as company
11 mobile devices and company vehicles, as well as an adequate number of uniform items or
12 access to laundering services. Or, Defendants could have reimbursed employees for their
13 mobile device usage, costs of their travel, mileage, internet costs, replacement uniform costs,
14 laundering expenses or provided a uniform maintenance allowance. Instead, Defendants
15 passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees.

16 210. Defendants' company-wide policy and/or practice of passing on their operating
17 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
18 section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and
19 other non-party Aggrieved Employees for necessary business-related expenses and costs.

20 211. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
21 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

22 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
23 **EMPLOYMENT**

24 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

25 212. California's Wage Theft Prevention Act was enacted to ensure that employers
26 provide employees with basic information material to their employment relationship at the
27 time of hiring, and to ensure that employees are given written and timely notice of any
28 changes to basic information material to their employment. Codified at California Labor

Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

213. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

214. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

**FAILURE TO PROVIDE A SAFE AND HEALTHFUL WORKPLACE
VIOLATION OF LABOR CODE SECTION 6409.6**

215. California Labor Code section 6409.6 states that employers shall provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period and may have been exposed to COVID-19.

216. At all relevant times, on information and belief, Defendants failed to provide other non-party Aggrieved Employees with proper notice as set forth in Labor Code section 6409.6. Defendants' failure to notify other non-party Aggrieved Employees within one business day of a potential COVID-19 exposure is in violation of Labor Code section 6409.6.

217. Other non-party Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code section 2699(a), (f), and (g).

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1 notify employees within one business day of possible COVID-19 exposure);

2 3. For civil penalties, pursuant to California Labor Code sections 210, 225.5,
3 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
4 201, 202, 204, 221, 223, 224, 226(a), 226.7, 227.3, 246, 248.6, 450, 510, 511, 512(a), 516,
5 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2350, 2802, 2810.5, and 6409.6;

6 4. For attorneys' fees and costs pursuant to California Labor Code section
7 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
8 Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 227.3, 246, 248.6, 450, 510,
9 511, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2350, 2802, 2810.5, and
10 6409.6;

11 5. For pre-judgment and post-judgment interest as provided by law; and

12 6. For such other and further relief as the Court may deem equitable and
13 appropriate.
14

15 Dated: December 18, 2023

Respectfully submitted,

16 Capstone Law APC

17 

18 By: _____

Roxanna Tabatabaeepour

Ryan Tish

Alexander Wallin

20 Attorneys for Plaintiff Destiny Hernandez
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Exhibit 1



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
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October 13, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Destiny Hernandez v. Emeritus Corporation, et al.*

Dear PAGA Administrator:

This office represents Destiny Hernandez in connection with her claims under the California Labor Code. Ms. Hernandez was an employee of EMERITUS CORPORATION; BREA EMERITUS LLC; EMERITUS PROPERTIES XVI, INC.; BROOKDALE SENIOR LIVING COMMUNITIES, INC.; BROOKDALE EMPLOYEE SERVICES, LLC; BROOKDALE EMPLOYEE SERVICES – CORPORATE, LLC; BROOKDALE LIBERTY, LLC; BROOKDALE MANAGEMENT OF CALIFORNIA, LLC; BROOKDALE CHANCELLOR, INC.; BROOKDALE GARDENS, INC.; BROOKDALE LIVING COMMUNITIES, INC.; BROOKDALE WELLINGTON, INC.; BROOKDALE OPERATIONS, LLC; BROOKDALE VEHICLE HOLDING, LLC; BROOKDALE PROVIDENT MANAGEMENT, LLC; BROOKDALE LIVING COMMUNITIES OF CALIFORNIA, LLC; BROOKDALE LIVING COMMUNITIES OF CALIFORNIA-SAN MARCOS, LLC; SUMMERVILLE AT HERITAGE PLACE, LLC; SUMMERVILLE AT BARRINGTON COURT LLC; SUMMERVILLE AT FAIRWOOD MANOR, LLC; SUMMERVILLE AT COBBICO, INC.; SUMMERVILLE AT ROSEVILLE GARDENS LLC; SUMMERVILLE AT HARDEN RANCH, LLC; SUMMERVILLE AT ATHERTON COURT LLC; BKD TWENTY-ONE PROPCO, INC.; BKD TWENTY-ONE OPCO, INC.; BKD TWENTY-ONE MANAGEMENT COMPANY; BKD GARDENS-TARZANA PROPCO, LLC; BKD PERSONAL ASSISTANCE SERVICES, LLC; BKD CORONA LLC; BKD KETTLEMAN LANE LLC; BKD CORTONA PARK, LLC; BKD FOLSOM LLC; BKD LODI, LLC; BKD FM7 HOLDCO CA, LLC; and/or BKD ARBORS OF SANTA ROSA, LLC. For the purpose of this letter, Ms. Hernandez collectively refers to these entities as “EMERITUS.”

The employers may be contacted directly at the addresses below:

EMERITUS CORPORATION
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BREA EMERITUS LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

EMERITUS PROPERTIES XVI, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE SENIOR LIVING
COMMUNITIES, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE EMPLOYEE
SERVICES, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE LIBERTY, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE CHANCELLOR, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE LIVING COMMUNITIES, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE OPERATIONS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE PROVIDENT MANAGEMENT,
LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE LIVING COMMUNITIES OF
CALIFORNIA-SAN MARCOS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT BARRINGTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT COBB CO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT HARDEN
RANCH, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD TWENTY-ONE PROPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE EMPLOYEE SERVICES –
CORPORATE, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE MANAGEMENT OF
CALIFORNIA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE GARDENS, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE WELLINGTON, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE VEHICLE HOLDING, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE LIVING COMMUNITIES OF
CALIFORNIA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT HERITAGE PLACE, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT FAIRWOOD MANOR, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT ROSEVILLE GARDENS
LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT ATHERTON COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD TWENTY-ONE OPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD TWENTY-ONE MANAGEMENT
COMPANY
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD GARDENS-TARZANA PROPCO, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD PERSONAL ASSISTANCE
SERVICES, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD CORONA LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD KETTLEMAN LANE LLC
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BKD CORTONA PARK, LLC
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BKD FOLSOM LLC
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BKD LODI, LLC
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BKD FM7 HOLDCO CA, LLC
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BKD ARBORS OF SANTA ROSA, LLC
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BRENTWOOD, TN 37027

Ms. Hernandez intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Hernandez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by EMERITUS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

EMERITUS employed Ms. Hernandez as an hourly paid, non-exempt employee from approximately October 2022 to June 2023. Ms. Hernandez worked for EMERITUS as a Care Giver at its Brookdale Senior Living location in Roseville, California. During her employment, Ms. Hernandez typically worked eight (8) hours or more per day and five (5) days per week. At the time Ms. Hernandez's employment with EMERITUS ended, she earned \$17.76 per hour. Her job duties included, without limitation, taking care of residents, assisting residents with bathing, and clothing and feeding residents.

EMERITUS committed one or more of the following Labor Code violations against Ms. Hernandez, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

EMERITUS's Company-Wide and Uniform Payroll and HR Practices

EMERITUS CORPORATION is a Washington corporation; EMERITUS PROPERTIES XVI, INC. is a Nevada corporation; SUMMERVILLE AT COBB CO, INC. is a California corporation; BROOKDALE SENIOR LIVING COMMUNITIES, INC.; BROOKDALE CHANCELLOR, INC.;

¹ These facts, theories, and claims are based on Ms. Hernandez's experience and counsel's review of those records currently available relating to Ms. Hernandez's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Hernandez reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

BROOKDALE GARDENS, INC.; BROOKDALE LIVING COMMUNITIES, INC.; BROOKDALE WELLINGTON, INC.; BKD TWENTY-ONE PROPCO, INC.; BKD TWENTY-ONE OPCO, INC.; and BKD TWENTY-ONE MANAGEMENT COMPANY are Delaware corporations. BREA EMERITUS LLC; BROOKDALE EMPLOYEE SERVICES, LLC; BROOKDALE EMPLOYEE SERVICES – CORPORATE, LLC; BROOKDALE LIBERTY, LLC; BROOKDALE MANAGEMENT OF CALIFORNIA, LLC; BROOKDALE OPERATIONS, LLC; BROOKDALE VEHICLE HOLDING, LLC; BROOKDALE PROVIDENT MANAGEMENT, LLC; BROOKDALE LIVING COMMUNITIES OF CALIFORNIA, LLC; and BROOKDALE LIVING COMMUNITIES OF CALIFORNIA-SAN MARCOS, LLC; SUMMERVILLE AT HERITAGE PLACE, LLC; SUMMERVILLE AT BARRINGTON COURT LLC; SUMMERVILLE AT FAIRWOOD MANOR, LLC; SUMMERVILLE AT ROSEVILLE GARDENS LLC; SUMMERVILLE AT HARDEN RANCH, LLC; SUMMERVILLE AT ATHERTON COURT LLC; BKD GARDENS-TARZANA PROPCO, LLC; BKD PERSONAL ASSISTANCE SERVICES, LLC; BKD CORONA LLC; BKD KETTLEMAN LANE LLC; BKD CORTONA PARK, LLC; BKD FOLSOM LLC; BKD LODI, LLC; BKD FM7 HOLDCO CA, LLC; and BKD ARBORS OF SANTA ROSA, LLC are Delaware limited liability companies. Together, they operate at least 47 independent assisted living facilities in California. Upon information and belief, EMERITUS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Brentwood, Tennessee, for all non-exempt, hourly paid employees working for EMERITUS in California, including Ms. Hernandez and other aggrieved employees. At all relevant times, EMERITUS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Hernandez and other aggrieved employees, regardless of its location or position.

Upon information and belief, EMERITUS maintains a centralized Payroll department at its corporate headquarters in Brentwood, Tennessee, which processes payroll for all non-exempt, hourly paid employees working for EMERITUS in California, including Ms. Hernandez and other aggrieved employees. Further, EMERITUS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Hernandez and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, EMERITUS utilized the same methods and formulas when calculating wages due to Ms. Hernandez and other aggrieved employees in California.

Violation of California Labor Code §§ 510, 511, and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

California Labor Code section 511 and the applicable IWC Wage Order allow employers, with the employees’ approval, to offer an alternative workweek schedule that authorizes employees to work no more than ten (10) hours per day and forty (40) hours per week without receiving overtime compensation. An alternative workweek schedule must pay the employees overtime at one and one-half times their regular hourly rate for work in excess of ten (10) hours per day or forty (40) hours per week. Overtime must be paid at twice the employees’ regular hourly rate for work in excess of twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage Order further provide that an employer may not implement an alternative workweek schedule unless at least two-thirds of the affected employees approve the schedule through a secret ballot election, and the results must be reported to the California Division of Labor Standards Enforcement within 30 days after the results are final.

EMERITUS willfully failed to pay all overtime wages owed to Ms. Hernandez and other aggrieved employees. During the relevant time period, Ms. Hernandez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, EMERITUS had a company-wide policy and/or practice of discouraging and impeding Ms. Hernandez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with EMERITUS's understaffing and assignment of heavy workloads (*see infra*), led Ms. Hernandez and other aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks. For example, EMERITUS only provided Ms. Hernandez and other aggrieved employees with a single timekeeping machine to clock in for their shifts. As a result, lines formed at the timekeeping machine and Ms. Hernandez and other aggrieved employees were forced to wait in line off-the-clock and under EMERITUS's control, time for which they were not paid. Ms. Hernandez and other aggrieved employees would arrive early in order to clock in for the start of their shifts, but were required to wait in a line for a few minutes to clock in, time for which they were not paid. In addition, on a number of occasions, after Ms. Hernandez clocked out from her shifts, she was required to stay up to 15 minutes to either wait for an incoming shift of employees to arrive before she would be allowed to leave or to assist another employee with a resident. Similarly, on information and belief, EMERITUS would require other aggrieved employees to perform various tasks off the clock, such as communicating on their personal phones regarding work-related matters, attending meetings, submitting to COVID health screenings and completing health questionnaires, traveling to other EMERITUS facilities and/or patients' homes, reviewing company policies, completing EMERITUS-mandated trainings and/or continuing education, and donning and/or doffing personal protective equipment and/or uniforms. EMERITUS did not track this time spent working before and after scheduled shifts, and as a result, Ms. Hernandez and other aggrieved employees received no compensation for this time.

Second, on information and belief, EMERITUS's timekeeping system often malfunctioned or had connectivity issues, which impeded other aggrieved employees from accurately recording their hours worked while they waited for the system to be reset or repaired. Thus, EMERITUS failed to track and/or record the time other aggrieved employees spent working outside of their scheduled shifts, and did not compensate them for this time.

Third, during the relevant period, on information and belief, EMERITUS had a policy and/or practice of improperly rounding employees' clock-in and/or clock-out times in its timekeeping system to the start and/or end of their scheduled hours worked, rather than their actual hours worked. EMERITUS's rounding policy resulted in the failure to compensate other aggrieved employees fully for all hours worked, causing other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. EMERITUS's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to other aggrieved employees. To the extent EMERITUS's rounding policy has taken away time worked that was eligible for overtime, other aggrieved employees were denied overtime pay for all hours worked.

Fourth, EMERITUS had, and continues to have, a company-wide policy and/or practice of failing to pay proper overtime when they required other aggrieved employees to work outside of their regularly scheduled alternative workweek schedule and failed to pay all applicable overtime and/or double-time compensation owed for such hours of work. In addition, to the extent EMERITUS implemented an alternative workweek schedule, as to other aggrieved employees, EMERITUS failed to comply with all requirements for implementing an alternative workweek schedule, including, but not limited to, holding proper workweek elections for the employees working alternative workweeks. Accordingly, EMERITUS owes other aggrieved employees unpaid overtime wages.

Fifth, as stated, EMERITUS had, and continues to have, a company-wide policy and/or practice of understaffing, such that there were too few employees on duty to handle the heavy workloads and provide meal period coverage. Furthermore, EMERITUS had a company-wide practice of failing to schedule meal periods, which further caused Ms. Hernandez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, a few times throughout her employment, Ms. Hernandez would miss her meal period entirely to meet the demands of her workload due to EMERITUS's understaffing and lack of meal period coverage. Consequently, Ms. Hernandez and other aggrieved employees were required to work through meal periods and/or had their unpaid meal periods interrupted to complete their assigned workloads. Also, on information and belief, EMERITUS maintained an on-premises meal period policy, which mandated that other aggrieved employees remain on EMERITUS's premises during their unpaid meal periods. Because other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, EMERITUS effectively maintained control over other aggrieved employees during their unpaid meal periods.

Sixth, on information and belief, because EMERITUS frowned upon employees accruing meal period penalties, EMERITUS's management pressured other aggrieved employees to clock out for meal periods and/or adjusted or rounded employees' meal period start and stop times in EMERITUS's timekeeping system to reflect compliant meal periods regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by EMERITUS. Alternatively, EMERITUS implemented a company-wide practice and/or policy of automatically deducting meal periods from other aggrieved employees' time records. Thus, EMERITUS did not record all hours worked during meal periods, and other aggrieved employees performed work during meal periods for which they were not paid.

Furthermore, EMERITUS's company-wide timekeeping system prevented Ms. Hernandez and/or other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because EMERITUS's timekeeping system automatically locked Ms. Hernandez and/or other aggrieved employees out once they clocked out for a meal period, and would not permit them to clock back in from a meal period until a full 30 minutes had elapsed. Thus, EMERITUS did not permit employees to record any hours worked during meal periods, preventing Ms. Hernandez and/or other aggrieved employees from being paid for hours worked during meal periods.

EMERITUS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Hernandez and other aggrieved employees were working before and after their shifts and during their meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Hernandez and other aggrieved employees worked shifts of eight (8) hours a day or more and/or shifts of ten (10) hours or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Hernandez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, EMERITUS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, EMERITUS paid other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, EMERITUS failed to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, EMERITUS failed to pay all overtime wages by paying a lower overtime rate than required.

EMERITUS's failure to pay Ms. Hernandez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510, 511, and 1198. Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

As stated above, due to EMERITUS’s restrictions on overtime accrual, EMERITUS systematically failed to pay Ms. Hernandez and other aggrieved employees for actual hours worked before and after scheduled shifts, because these hours were not recorded. As stated, because EMERITUS discouraged and impeded Ms. Hernandez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Ms. Hernandez and other aggrieved employees were required to work off-the-clock before and after their scheduled shifts waiting in line to clock in at a timekeeping machine, waiting for an incoming shift to arrive, assisting other employees with residents’ care, communicating on their personal phones regarding work-related matters, attending meetings, submitting to COVID health screenings and completing health questionnaires, traveling to other EMERITUS facilities and/or clients’ homes, reviewing company policies, completing EMERITUS-mandated trainings and/or continuing education, waiting to clock in due to timekeeping system malfunctions, and/or donning and/or doffing personal protective equipment and/or uniforms. Furthermore, as stated, EMERITUS had a policy and/or practice of rounding other aggrieved employees’ hourly clock-in and/or clock-out times in its timekeeping system to the start and/or end of their scheduled shift times, resulting in the failure to compensate them for all hours worked.

Furthermore, as set forth above, due to EMERITUS’s uniform practice of understaffing, assignment of heavy workloads, failure to schedule meal periods, requiring employees to stay on the work premises during meal periods, and resultant lack of meal period coverage, Ms. Hernandez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods. Also, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, EMERITUS’s management pressured other aggrieved employees to clock out for meal periods, adjusted/rounded employees’ timesheets to reflect compliant meal periods, and/or automatically deducted 30-minute meal periods from other aggrieved employees’ time records even when meal periods were missed, short, and/or interrupted. As a result, Ms. Hernandez and other aggrieved employees were not relieved of all duties during unpaid meal periods.

Moreover, as stated, EMERITUS systematically failed to pay Ms. Hernandez and/or other aggrieved employees for actual hours worked during unpaid meal periods, because EMERITUS’s timekeeping system automatically locked Ms. Hernandez and/or other aggrieved employees out for a full 30 minutes when they clocked out for a meal period. Thus, EMERITUS systematically failed to pay Ms. Hernandez and/or other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not correctly recorded.

Thus, EMERITUS did not pay at least minimum wages for all hours worked by Ms. Hernandez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, EMERITUS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, EMERITUS regularly failed to pay at least minimum wages to Ms. Hernandez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11050(11)(D).

As set forth above, during the relevant time period, EMERITUS had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads. Further, EMERITUS had a company-wide practice of failing to schedule meal periods, resulting in Ms. Hernandez and other aggrieved employees having their meal periods cut short to return to work, missing meal periods altogether, and/or waiting extended periods of time before taking meal periods. Thus, EMERITUS's practices and policies prevented Ms. Hernandez and other aggrieved employees from taking all compliant meal periods to which they were entitled.

Specifically, Ms. Hernandez and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods cut short and/or had to forgo their meal periods altogether. For example, during her employment, Ms. Hernandez missed her meal periods entirely because the facilities were understaffed, and employees were forced to work through or return early from meal periods, in order to attend to residents and complete their assigned duties. Further, for the same reasons, Ms. Hernandez could not take her meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage. EMERITUS also had policies and/or practices of requiring employees to remain on the premises during meal periods and requiring employees to don and doff personal protective equipment and/or uniforms when leaving their work areas, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods.

As also stated, on information and belief, because EMERITUS frowned upon employees accruing meal period penalties, EMERITUS's management pressured other aggrieved employees to clock out for meal periods and/or adjusted other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by EMERITUS. Additionally, EMERITUS rounded other aggrieved employees' meal period start and end times in a manner that reflected compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by EMERITUS. Alternatively, EMERITUS implemented a policy and/or practice of automatically deducting meal periods from other aggrieved employees' time records regardless of whether they had actually received a compliant meal period. Furthermore, as stated, EMERITUS's company-wide timekeeping system prevented Ms. Hernandez and/or other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the timekeeping system automatically locked Ms. Hernandez and/or

other aggrieved employees out once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Moreover, EMERITUS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Hernandez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

EMERITUS knew or should have known that as a result of its policies and practices, Ms. Hernandez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. EMERITUS further knew or should have known that it did not pay Ms. Hernandez and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted. Further, to the extent that EMERITUS's rounding policy reported that other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, other aggrieved employees did not receive meal period premiums for these improperly rounded meal periods.

Moreover, EMERITUS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Hernandez and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that EMERITUS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, EMERITUS did not pay other aggrieved employees at the correct rate of pay for premiums because EMERITUS systematically failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, EMERITUS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Hernandez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, EMERITUS regularly failed to authorize and permit Ms. Hernandez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, EMERITUS's company-wide practices, including understaffing and assignment of heavy workloads, prevented Ms. Hernandez and other aggrieved employees from being relieved

of all duty in order to take compliant rest periods. Additionally, EMERITUS also failed to schedule rest periods which, coupled with EMERITUS's failure to provide adequate rest period coverage, further led to Ms. Hernandez and other aggrieved employees not being authorized and permitted to take rest periods.

Moreover, EMERITUS maintained a company-wide on-premises rest period policy, which mandated that Ms. Hernandez and/or other aggrieved employees remain on EMERITUS's premises during their rest periods. Because Ms. Hernandez and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, EMERITUS effectively maintained control over Ms. Hernandez and/or other aggrieved employees during rest periods.

As a result, Ms. Hernandez and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Ms. Hernandez had to forego her rest periods almost entirely due to the heavy workload and understaffing and EMERITUS's failure to schedule rest periods for employees. Additionally, on information and belief, to the extent other aggrieved employees were able to take rest periods, EMERITUS failed to authorize and permit other aggrieved employees to take another rest period when their rest periods were interrupted to respond to the needs of residents.

EMERITUS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that EMERITUS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, EMERITUS did not pay other aggrieved employees at the correct rate of pay for premiums because EMERITUS failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, EMERITUS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Hernandez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, EMERITUS has knowingly and intentionally provided Ms. Hernandez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, EMERITUS issued uniform wage statements to Ms. Hernandez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, EMERITUS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because EMERITUS did not record the time Ms. Hernandez and other aggrieved employees spent working off-the-clock, EMERITUS did not list the correct amount of gross wages and net wages earned by Ms.

Hernandez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, EMERITUS failed to accurately list the total number of hours worked by Ms. Hernandez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Additionally, because EMERITUS did not calculate and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, EMERITUS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, EMERITUS also failed to list the correct amount of net wages in violation of section 226(a)(5). EMERITUS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), EMERITUS willfully failed to maintain accurate payroll records for Ms. Hernandez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, EMERITUS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Hernandez and other aggrieved employees in violation of section 1198. Furthermore, in light of EMERITUS's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, EMERITUS kept no records of meal start and end times for second meal periods.

Because EMERITUS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Hernandez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Hernandez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, EMERITUS failed to pay Ms. Hernandez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, sick leave pay, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 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.

On information and belief, EMERITUS had a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, EMERITUS terminated Ms. Hernandez on June 18, 2023. However, EMERITUS did not tender Ms. Hernandez's final wages to her until June 23, 2023, when EMERITUS informed Ms. Hernandez she could return to work to pick up her final pay. Thus, EMERITUS failed to pay Ms. Hernandez her final wages immediately, in violation of Labor Code section 201.

Additionally, EMERITUS willfully failed to pay Ms. Hernandez and other aggrieved employees who are no longer employed by EMERITUS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, sick leave pay, reporting time pay, and/or vested vacation wages, either at the time of discharge, or within seventy-two (72) hours of their leaving EMERITUS's employ.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, EMERITUS unlawfully deducted a portion of wages previously paid to other aggrieved employees in violation of California Labor Code section 221. On information and belief, EMERITUS systematically, and on a company-wide basis, maintained a policy that improperly deducted wages from other aggrieved employees' pay for uniform items. On information and belief, such deductions were not expressly authorized in writing by other aggrieved employees.

EMERITUS's policy of deducting money from other aggrieved employees' paychecks without their written authorization constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, EMERITUS willfully and systematically deducted money from other aggrieved employees' wages without their express written authorization, pursuant to their policy regarding additional uniform items. EMERITUS's deduction from its employees' wages resulted in the payment of less than statutorily required wages to other aggrieved employees. In doing so, EMERITUS acted with the intent to deprive other aggrieved employees of statutory wages, including, but not limited to, overtime wages and/or minimum wages, to which they were entitled to under California law. Thus, EMERITUS paid other aggrieved employees lower wages than those they were entitled to while purporting that other aggrieved employees were properly paid.

EMERITUS's failure to pay other aggrieved employees the correct designated wage, while purporting to pay legal wages, is a violation of California Labor Code section 223. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

EMERITUS had a company-wide policy and practice of failing to pay other aggrieved employees vested vacation wages that were owed to them at the end of their employment. EMERITUS's failure to pay other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code §§ 246 and 248.6 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. California Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) “[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[c]alculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision.”

During the relevant time period, EMERITUS did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, EMERITUS paid other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, EMERITUS failed to incorporate all remunerations, including shift differential pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, EMERITUS failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, EMERITUS paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

EMERITUS’s failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis, in violation of Labor Code sections 246(l) and 248.6(b)(3)(A).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 450 – Compelling Patronization

Labor Code section 450 provides that an employer may not “compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value.” An employer violates section 450 by forcing an employee to patronize the employer’s business in the purchase of a company-provided good.

During the relevant time period, EMERITUS had a company-wide policy of not providing a sufficient number of uniform items to Ms. Hernandez and other aggrieved employees in relation to the shifts they were scheduled to work.

During their employment, other aggrieved employees were scheduled to work five (5) days per week, but EMERITUS provided them with only two (2) uniform shirts, forcing them to purchase additional shirts from EMERITUS for \$20 each in order to comply with its uniform policy. Thus, EMERITUS compelled other aggrieved employees to patronize their business by purchasing additional uniform items.

EMERITUS's conduct of compelling and/or coercing other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six (6) hours in any one day thereof.

During the relevant period, on information and belief, EMERITUS required other aggrieved employees to work approximately six (6) or more hours per day and seven (7) consecutive days in a workweek. Because other aggrieved employees worked over thirty (30) hours per week and over six (6) hours in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that other aggrieved employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, EMERITUS caused other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

EMERITUS's California facilities are generally similar in their layout and design and there was, and continues to be, space at the employee work areas to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work

duties. EMERITUS could provide other aggrieved employees with a seat or stool at its work areas, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day standing in their work areas. The nature of the work employees performed can reasonably be accomplished from a seated position at least some of the time. However, as set forth herein, EMERITUS systematically, and on a company-wide basis, does not provide seats or stools at or near the work areas, forcing other aggrieved employees to stand throughout their work shifts.

EMERITUS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when the nature of the work would reasonably permit the use of seats, nor were they provided with suitable seats. EMERITUS's management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of EMERITUS's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. EMERITUS's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(A).

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring EMERITUS into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

EMERITUS's California facilities are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by other aggrieved employees during lulls in operation. EMERITUS could have provided other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

EMERITUS did not provide other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times

when they were not engaged in active duties that require standing. In other words, to the extent other aggrieved employees engaged in duties in which the nature of the work required standing, EMERITUS denied them the use of seats nearby during lulls in their work duties. Moreover, EMERITUS did not inform other aggrieved employees of their rights to a seat or stool under California law.

As a result of EMERITUS's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, other aggrieved employees were forced to stand during shifts and denied seats. EMERITUS's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring EMERITUS into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11050(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, EMERITUS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because EMERITUS failed to pay other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day's work.

On information and belief, EMERITUS had a company-wide practice of sending other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay other aggrieved employees for half of their usual or scheduled shift. Although other aggrieved employees would report to work based on the schedule that EMERITUS provided to them, EMERITUS would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 4(C) – Failure to Pay Split-Shift Premiums

California Labor Code section 1198 provides that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11050(4)(C) provides that, “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

EMERITUS willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because EMERITUS failed to pay other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for several hours. When this occurred, EMERITUS did not pay other aggrieved employees an additional hour at minimum wage. Accordingly, EMERITUS required other aggrieved employees to work split shifts but failed to pay them an additional hour at minimum wage, in violation of California Labor Code section 1198.

EMERITUS’s failure to provide other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for several hours, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C).

Other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2350 – Failure to Provide Sufficient Toilet Facilities in the Workplace

California Labor Code section 2350 provides that all employers must provide “a sufficient number of toilet facilities for the use of the employees.” During the relevant time period, EMERITUS failed to provide other aggrieved employees with sufficient toilet facilities.

EMERITUS’s failure to provide other aggrieved employees a toilet facility to use at the workplace is in violation of Labor Code section 2350 and the standards adopted by the Occupational Safety and Health Standards Board. Other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn

by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, EMERITUS had a company-wide policy of requiring Ms. Hernandez and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but EMERITUS failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Hernandez was required to use her personal cellular phone to communicate with management regarding work-related issues. Although EMERITUS required Ms. Hernandez and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, EMERITUS failed to reimburse them for this cost. Further, EMERITUS required other aggrieved employees who worked from home to utilize their home internet to perform their job duties, but failed to reimburse those other aggrieved employees for such usage.

Second, during the relevant time period, EMERITUS required Ms. Hernandez and other aggrieved employees to wear T-shirts with the company logo to every shift. Ms. Hernandez was provided with two uniform (2) t-shirts in total. However, due to the nature of residential care facility work, Ms. Hernandez’s and other aggrieved employees’ uniforms were exposed to germs and bacteria such that two shirts were not a sufficient number of uniforms for the workweek. As a result, they had to wash their uniform items more frequently, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, EMERITUS failed to maintain the uniforms it required Ms. Hernandez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

Further, because EMERITUS failed to provide its employees with an adequate number of uniforms in relation to their scheduled shifts and for the tasks they were required to perform, other aggrieved employees were forced to pay out-of-pocket for some of their uniform items. For example, other aggrieved employees spent approximately \$20 out-of-pocket to purchase each additional t-shirt but were not reimbursed for their costs.

Third, during the relevant time period, EMERITUS, on a company-wide basis, required that other aggrieved employees use their own personal vehicles to travel to different EMERITUS facilities and/or between clients’ homes. Although EMERITUS required other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, EMERITUS failed to reimburse them for their mileage or travel expenses.

EMERITUS could have provided Ms. Hernandez and other aggrieved employees with the actual tools required for use on the job, such as company mobile devices and company vehicles, as well as an adequate number of uniform items or access to laundering services. Or, EMERITUS could have reimbursed employees for their mobile device usage, costs of their travel, mileage, internet costs, replacement uniform costs, laundering expenses or provided a uniform maintenance allowance. Instead, EMERITUS passed these operating costs off onto Ms. Hernandez and other aggrieved employees.

Thus, EMERITUS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the

hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, EMERITUS failed to provide Ms. Hernandez and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). EMERITUS's failure to provide Ms. Hernandez and other aggrieved employees with written notice of basic information regarding their employment with EMERITUS is in violation of Labor Code section 2810.5.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 6409.6 – Failure to Provide a Safe and Healthful Workplace

California Labor Code section 6409.6 states that employers shall provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period and may have been exposed to COVID-19.

At all relevant times, on information and belief, EMERITUS failed to provide other aggrieved employees with proper notice as set forth in Labor Code section 6409.6. EMERITUS's failure to notify other aggrieved employees within one business day of a potential COVID-19 exposure is in violation of Labor Code section 6409.6.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." EMERITUS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Hernandez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Hernandez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Hernandez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against EMERITUS for violations of California Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 227.3, 246, 248.6, 450, 510, 511, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2350, 2802, 2810.5, and 6409.6.

Therefore, on behalf of all aggrieved employees, Ms. Hernandez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Hernandez's reasonable attempt to settle her dispute with EMERITUS prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform EMERITUS of Ms. Hernandez's aforementioned grievances and the proposed remedies as detailed below, while affording EMERITUS a reasonable opportunity to satisfy Ms. Hernandez's demands.

Demand is hereby made that EMERITUS shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. EMERITUS shall pay Ms. Hernandez and all other aggrieved employees employed by EMERITUS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. EMERITUS shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. EMERITUS shall conduct a survey or interview all current and former aggrieved employees in California who worked for EMERITUS in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses, uniform maintenance, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. EMERITUS shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. EMERITUS also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. EMERITUS shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and/or paid sick leave based on all remuneration paid, pursuant to Labor Code sections 226.7, 510, 511, 246(l), and 248.6(b)(3)(A).
6. EMERITUS shall pay each aggrieved employee unpaid wages and compensation for violations arising from its practice of unlawful deductions (Labor Code sections 221 and 224) and secret payment of lower wages (Labor Code section 223).
7. EMERITUS shall pay former aggrieved employees their vested vacation wages at their final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served, as required by Labor Code section 227.3.
8. EMERITUS shall reimburse all aggrieved employees for their costs and expenses incurred as a result of EMERITUS's conduct of compelling and/or coercing aggrieved employees to purchase goods, services, or anything of value, in violation of California Labor Code section 450.
9. EMERITUS shall provide all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
10. EMERITUS shall implement and provide suitable seating to all aggrieved employees.

11. EMERITUS shall provide all aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.
12. EMERITUS shall pay all aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, as required by California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C).
13. EMERITUS shall provide all aggrieved employees with sufficient toilet facilities in the workplace.
14. EMERITUS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for EMERITUS's benefit, including, but not limited to, mobile device expenses, and uniform maintenance, as required by Labor Code section 2802.
15. EMERITUS shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
16. EMERITUS shall provide all current aggrieved employees with proper notice regarding possible COVID-19 exposure, as set forth in Labor Code section 6409.6.
17. EMERITUS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
18. EMERITUS shall provide Ms. Hernandez and all aggrieved employees employed by EMERITUS at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
19. EMERITUS shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
20. EMERITUS shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

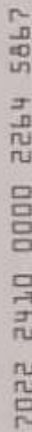
Best Regards,



Ninel Kocharyan

Copy: EMERITUS CORPORATION (via U.S. Certified Mail); BREA EMERITUS LLC (via U.S. Certified Mail); EMERITUS PROPERTIES XVI, INC. (via U.S. Certified Mail); BROOKDALE SENIOR LIVING COMMUNITIES, INC. (via U.S. Certified Mail); BROOKDALE EMPLOYEE SERVICES, LLC (via U.S. Certified Mail); BROOKDALE EMPLOYEE SERVICES – CORPORATE, LLC (via U.S. Certified Mail); BROOKDALE LIBERTY, LLC (via U.S. Certified Mail); BROOKDALE MANAGEMENT OF CALIFORNIA, LLC (via U.S. Certified Mail); BROOKDALE CHANCELLOR, INC. (via U.S. Certified Mail); BROOKDALE GARDENS, INC. (via U.S. Certified Mail); BROOKDALE LIVING COMMUNITIES, INC. (via U.S. Certified Mail); BROOKDALE WELLINGTON, INC. (via U.S. Certified Mail); BROOKDALE OPERATIONS, LLC (via U.S. Certified Mail); BROOKDALE VEHICLE HOLDING, LLC (via U.S. Certified Mail); BROOKDALE PROVIDENT MANAGEMENT, LLC (via U.S. Certified Mail); BROOKDALE LIVING COMMUNITIES OF CALIFORNIA, LLC (via U.S. Certified Mail); BROOKDALE LIVING COMMUNITIES OF CALIFORNIA-SAN MARCOS, LLC (via U.S. Certified Mail); SUMMERVILLE AT HERITAGE PLACE, LLC (via U.S. Certified Mail); SUMMERVILLE AT BARRINGTON COURT LLC (via U.S. Certified Mail); SUMMERVILLE AT FAIRWOOD MANOR, LLC (via U.S. Certified Mail); SUMMERVILLE AT COBB CO, INC. (via U.S. Certified Mail); SUMMERVILLE AT ROSEVILLE GARDENS LLC (via U.S. Certified Mail); SUMMERVILLE AT HARDEN RANCH, LLC (via U.S. Certified Mail); SUMMERVILLE AT ATHERTON COURT LLC (via U.S. Certified Mail); BKD TWENTY-ONE PROPCO, INC. (via U.S. Certified Mail); BKD TWENTY-ONE OPCO, INC. (via U.S. Certified Mail); BKD TWENTY-ONE MANAGEMENT COMPANY (via U.S. Certified Mail); BKD GARDENS-TARZANA PROPCO, LLC (via U.S. Certified Mail); BKD PERSONAL ASSISTANCE SERVICES, LLC (via U.S. Certified Mail); BKD CORONA LLC (via U.S. Certified Mail); BKD KETTLEMAN LANE LLC (via U.S. Certified Mail); BKD CORTONA PARK, LLC (via U.S. Certified Mail); BKD FOLSOM LLC (via U.S. Certified Mail); BKD LODI, LLC (via U.S. Certified Mail); BKD FM7 HOLDCO CA, LLC (via U.S. Certified Mail); BKD ARBORS OF SANTA ROSA, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
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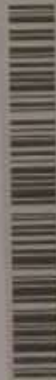
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BRENTWOOD, TN 37027

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111 WESTWOOD PLACE
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7022 2410 0000 2264 5911

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2. Is delivery address different from item 1?

If YES, enter delivery address below:

□ Yes

□ No

Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail[®]
- Certified Mail Restricted Delivery
- Collect on Delivery

Delivery Restricted Delivery

if Restricted Delivery

□ Priority Mail Express[®]

□ Registered Mail[™]

□ Registered Mail Restricted Delivery

□ Signature Confirmation[™]

□ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL®



7022 2410 0000 2264 5751

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail™

HERNANDEZ-V.
EMERITUS

USPS Employees & First Class Mail only add fee as appropriate
Return Receipt (hardcopy) \$
Return Receipt (electronic) \$

BROOKDALE LIBERTY, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9003 See Reverse for Instructions

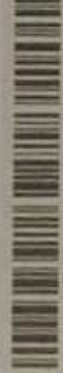
7022 2410 0000 0742 2202

BROOKDALE LIBERTY, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

BROOKDALE LIBERTY, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 28

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5751

PS Form 3811, July 2020 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

□ Agent

□ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? □ Yes
If YES, enter delivery address below: □ No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

all Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6031

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

Certified Mail Fee

Hernandez
Emilitus

Signature of Addressee (Print Name)
Signature of Addressee (Print Name)
Signature of Addressee (Print Name)

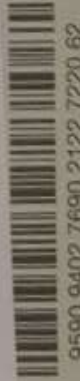
BROOKDALE MANAGEMENT
OF CALIFORNIA, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

BROOKDALE MANAGEMENT
OF CALIFORNIA, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE MANAGEMENT
OF CALIFORNIA, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 62

2 7022 2410 0000 2264 6031

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- 3. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery

1. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- 3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2264 6024

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Hernandez
Emervitus

☒ Signature Required
☐ Return Receipt (hardcopy)
☐ Certified Mail Restricted Delivery

BROOKDALE
CHANCELLOR, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

BROOKDALE
CHANCELLOR, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE
CHANCELLOR, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 79

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6024

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

GENIFIED MAIL



7022 2410 0000 2264 6017

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Hernandez
V.
Emérito

BROOKDALE GARDENS, INC.

111 WESTWOOD PLACE

SUIITE 400

Brentwood, TN 37027

BROOKDALE GARDENS, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

BROOKDALE GARDENS, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 31

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6017

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signaturo

X

1. Received by (Printed Name)	
-------------------------------	--

1. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

9. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ Priority Mail Express☐ Registered Mail™
Registered Mail™
Signature Restricted Delivery

☐ Registered Mail®
Delivery

☐ Signature Confirmation

☐ Signature Confirmed
Restricted Business
Collect on Delivery Restricted Delivery

Test Method Definition

Percentage of total sample

Domestic Rating: B+

THE UNIVERSITY OF CHICAGO PRESS

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6000

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
Postmark

Herpinder
Emeritus

BROOKDALE LIVING
COMMUNITIES, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

7022 2410 0000 0142 2202

BROOKDALE LIVING
COMMUNITIES, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE LIVING
COMMUNITIES, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 48

2. A

7022 2410 0000 2264 6000

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

3. Received by (Printed Name) C. Date of Delivery

3. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

strict Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5997

BROOKDALE WELLINGTON, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

BROOKDALE WELLINGTON, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 55

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5997

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
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Domestic Mail Only

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OFFICIAL USE

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Emervitus

PS Form 3800, April 2015 PSN 7530-02-000-9047

BROOKDALE WELLINGTON, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9047

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5980

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

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V.
Emerytus

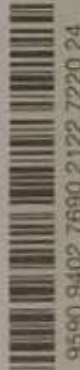
BROOKDALE OPERATIONS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BROOKDALE OPERATIONS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE OPERATIONS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 24

2. Article Number (Number from barcode label)

7022 2410 0000 2264 5980

PSN 7530-02-000-0053

PS Form 3811, July 2020 PSN 7530-02-000-0053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

- Service Type ☐ Priority Mail Express[®] ☐ Registered Mail[™] ☐ Registered Mail Restricted Delivery
- ☐ Adult Signature ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®] ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery ☐ Signature Confirmation[™] ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5973

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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Hernandez
Emeritus

Signature of Addressee
Signature of Agent
Signature of Postmaster

BROOKDALE VEHICLE
HOLDING, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

PS Form 3811, April 2013 PSN 7530-02-000-9053 See Reverse for Instructions

BROOKDALE VEHICLE
HOLDING, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE VEHICLE
HOLDING, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 17

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5973

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Included Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

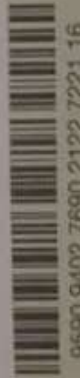


7022 2410 0000 2264 5959

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE PROVIDENT
MANAGEMENT, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 16

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5959

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
3. Received by (Printed Name) C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- Service Type
☐ Adult Signature
☒ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5966

Capstone Law, APC

1875 Century Park, East, 1000

Los Angeles, CA. 90067

BROOKDALE LIVING
COMMUNITIES OF
CALIFORNIA, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE LIVING
COMMUNITIES OF
CALIFORNIA, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 23

Article Number (Transfer from service label)

7022 2410 0000 2264 5966

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

1. Received by (Printed Name) C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



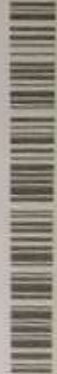
7022 2410 0000 2264 6086

BROOKDALE LIVING
COMMUNITIES OF CALIFORNIA-
SAN MARCOS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE LIVING
COMMUNITIES OF CALIFORNIA
-SAN MARCOS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 30

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6086

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Harmonides
V. Vitub
Emeritus

Signature of Addressee
Signature of Agent
Signature of Postmaster

BROOKDALE LIVING
COMMUNITIES OF CALIFORNIA-
SAN MARCOS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

7022 2410 0000 2264 6086

PS Form 3811, April 2015 PSN 7530-02-000-9053

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6079

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Emilitus

Services & Fees (check box and pay as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

SUMMERVILLE AT HERITAGE
PLACE, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT HERITAGE
PLACE, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SUMMERVILLE AT HERITAGE
PLACE, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 47

2. Addressee (attach from service label)

7022 2410 0000 2264 6079

PS Form 3811, July 2020 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Address
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

4. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6062

U.S. Postal Service™
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Domestic Mail Only

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OFFICIAL USE

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PS Form 3811, April 2015 PSN 7530-02-000-9053

SUMMERVILLE AT BARRINGTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

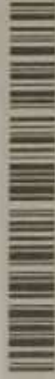
PS Form 3811, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SUMMERVILLE AT BARRINGTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SUMMERVILLE AT BARRINGTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 54

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6062

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7022 2410 0000 2264 6055

U.S. Postal Service[®]

CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Hernandez
V. Vitale

Signature of Addressee
Signature of Agent
Signature of Post Office

SUMMERVILLE AT FAIRWOOD
MANOR, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

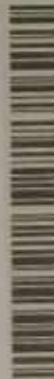
PS Form 3811, July 2020 PSN 7530-02-000-9053

SUMMERVILLE AT FAIRWOOD
MANOR, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SUMMERVILLE AT FAIRWOOD
MANOR, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 93

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6055

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee
B. Received by (Printed Name) C. Date of Delivery

3. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

4. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6048

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™

OFFICIAL USE

Certified Mail Fee

☒ Signature Required (Recipient's Signature)
☐ Return Receipt (Hardcopy)
☐ Return Receipt (Electronic)

hergan dez
Emeritus

SUMMERVILLE AT COBB CO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

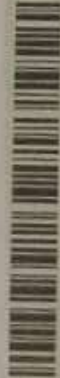
7022 2410 0000 2264 6048

SUMMERVILLE AT COBB CO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.

SUMMERVILLE AT COBB CO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 86

2. Article Number (Transfer from carrier's label)

7022 2410 0000 2264 6048

(over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Delivery Restricted Delivery
 - ☐ Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6154

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Hernandez
Emir: 706

Certified Mail Fee
X Return Receipt (hardcopy) \$
Return Receipt (electronic) \$

BKD PERSONAL ASSISTANCE
SERVICES, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

PS Form 3811, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

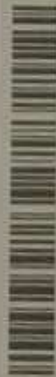
7022 2410 0000 2264 6154

BKD PERSONAL ASSISTANCE
SERVICES, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

1. BKD PERSONAL ASSISTANCE
SERVICES, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 22

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6154

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail[®]
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express[®]
 - ☐ Registered Mail[™]
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation[™]
 - ☐ Signature Confirmation Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



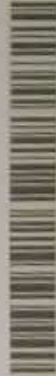
7022 2410 0000 2264 6147

BKD CORONA LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD CORONA LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 39

7022 2410 0000 2264 6147

PS Form 3811, July 2020 PSN 7530-02-000-6053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below. ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Registered Mail®
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6215

BKD KETTLEMAN LANE LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

1. **BKD KETTLEMAN LANE LLC**
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee
Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



9590 9402 7690 2122 7222 46

2. Article Number (Transfer from carrier label)

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

7022 2410 0000 2264 6215 restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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OFFICIAL USE

Herrnandez
Emeritus

☒ Certified Mail Fee
☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic)
Postmark

BKD KETTLEMAN LANE LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

7022 2410 0000 2264 6215

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6130

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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OFFICIAL USE

Hernandez
V. Titus
Enxutus

BKD CORTONA PARK, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

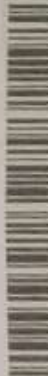
7022 2410 0000 2264 6130

BKD CORTONA PARK, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD CORTONA PARK, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 53

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6130

PS Form 3811, July 2020 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressed

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5928

BKD FOLSOM LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Hernandez
V. V. + US
Emery + US

PS Form 3811, July 2020 PSN 7530-02-000-9053

BKD FOLSOM LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

BKD FOLSOM LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7218 74

PS Form 3811, July 2020 PSN 7530-02-000-9053

7022 2410 0000 2264 5928

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Address

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5935

BKD LODI, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

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Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Signature of Addressee or Agent
☒ Return Receipt (hardcopy) ☐
☐ Return Receipt (electronic) ☐

Hernandez
V. Vitis
Emvitus

BKD LODI, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD LODI, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7218 81

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5935

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
Received by (Printed Name) C. Date of Delivery

3. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5942

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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OFFICIAL USE

Hernandez
Emenitus

PS Form 3811, April 2013 PSN 7530-02-000-9053

BKD FM7 HOLDCO CA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD FM7 HOLDCO CA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

BKD FM7 HOLDCO CA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7218 98

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5942

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail[®]
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail Restricted Delivery
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6109

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Hernandez
Emery, TUS

PS Form 3811, January 2010 PSN 7530-02-000-9053

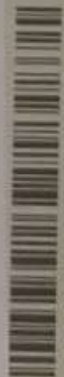
SUMMERVILLE AT ROSEVILLE
GARDENS LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SUMMERVILLE AT ROSEVILLE
GARDENS LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SUMMERVILLE AT ROSEVILLE
GARDENS LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 61

7022 2410 0000 2264 6109

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

I. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

2. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6116

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Harden
V. Emeric
tub

☒ Registered Mail™
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

Postmark

SUMMERVILLE AT HARDEN
RANCH, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9053

SUMMERVILLE AT HARDEN
RANCH, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

SUMMERVILLE AT HARDEN
RANCH, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 09

7022 2410 0000 2264 6116

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee
Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6123

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CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Hernandez
Emery, tus

☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery

Postmark
Date

BKD ARBORS OF SANTA ROSA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

Total \$
Postage \$
Fees \$
City

PS

BKD ARBORS OF SANTA ROSA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

3KD ARBORS OF SANTA ROSA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 04

Barcode Number (Transfer from service label)

7022 2410 0000 2264 6123

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

Agent

☐

Addressee

☐

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 17?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail®
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Registered Mail Restricted Delivery
#8500

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6093

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

12. Service Fee (See instructions for details)
13. Return Receipt (Postage) 14. Signature Confirmation (Postage)
15. Restricted Delivery (Postage)

Hernandez
V. +US
Emery +US

SUMMERVILLE AT ATHERTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

7022 2410 0000 2264 6093

SUMMERVILLE AT ATHERTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1. SUMMERVILLE AT ATHERTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 78

2. Article Number (Transfer from address label)

7022 2410 0000 2264 6093

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Restricted Delivery
 - ☐ Priority Mail Express[®]
 - ☐ Registered Mail[™]
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation[™]
 - ☐ Signature Confirmation Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6208

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

hangrid2
Emenitus

Certified Mail Fee

Return Receipt (hardcopy) ☒ ☐

Signature Confirmation[™] ☐ ☐

Insurance[®] (up to \$500) ☐ ☐

Postage ☐ ☐

Weight ☐ ☐

Volume ☐ ☐

Length ☐ ☐

Width ☐ ☐

City ☐ ☐

State ☐ ☐

Zip ☐ ☐

PS Form 3811, July 2020 PSN 7530-02-000-9053

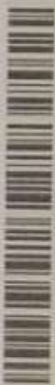
BKD TWENTY-ONE PROPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

BKD TWENTY-ONE PROPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD TWENTY-ONE PROPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 85

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6208

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent

☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☒ Adult Signature Restricted Delivery

☐ Certified Mail[®]

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6192

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Hernandez
Emenitus

BKD TWENTY-ONE OPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

BKD TWENTY-ONE OPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 92

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6192

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail[®]
☐ Insured Mail Restricted Delivery
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Insured Mail (over \$500)

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6165

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OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
Postmark Here

Hernandez
Emilitus

BKD TWENTY-ONE
MANAGEMENT COMPANY
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

5879 4922 0000 0742 2202

BKD TWENTY-ONE
MANAGEMENT COMPANY
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD TWENTY-ONE
MANAGEMENT COMPANY
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 08

2. Article Number (Transfer from envelope label)

7022 2410 0000 2264 6165

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6178

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Signature & Fee (Must not be a signature)
Return Receipt (Postage) 1 1
Return Receipt (Insurance) 1 1

Hernandez
Emeritus

BKD GARDENS-TARZANA
PROPCO, LLC
111 WESTWOOD
PLACE SUITE 400
BRENTWOOD, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9007

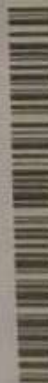
7022 2410 0000 2264 6178

BKD GARDENS-TARZANA
PROPCO, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD GARDENS-TARZANA
PROPCO, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 15

2. Barcode (Transfer from service label)

7022 2410 0000 2264 6178

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.

BROOKDALE GARDENS, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 31

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6017

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.

BROOKDALE OPERATIONS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 24

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5980

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.

BROOKDALE LIBERTY, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 28

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5751

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BROOKDALE LIVING
COMMUNITIES OF CALIFORNIA
-SAN MARCOS, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7221 30

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6086

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BROOKDALE LIVING
COMMUNITIES OF
CALIFORNIA, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7221 23

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5966

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BROOKDALE WELLINGTON, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7220 55

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5997

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- 3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD TWENTY-ONE PROPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 85

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6208

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE EMPLOYEE
SERVICES – CORPORATE, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 35

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5911

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted DeliveryRestricted Delivery
(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SUMMERVILLE AT ROSEVILLE
GARDENS LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 61

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6109

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

EMERITUS PROPERTIES
XVI, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 97

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5881

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery
(30)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BREA EMERITUS LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 80

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5874

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all
Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE VEHICLE
HOLDING, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 17

Article Number (Transfer from service label)

7022 2410 0000 2264 5973

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

3KD ARBORS OF SANTA ROSA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 04

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6123

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE LIVING
COMMUNITIES, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 48

2. A

7022 2410 0000 2264 6000

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1. EMERITUS CORPORATION
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 00

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5867

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SUMMERVILLE AT FAIRWOOD
MANOR, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7220 93

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6055

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

I Mail

I Mail Restricted Delivery (500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE EMPLOYEE
SERVICES, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 66

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5904

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE SENIOR LIVING
COMMUNITIES, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7219 73

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5898

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BROOKDALE
CHANCELLOR, INC.
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7220 79

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6024

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**SUMMERVILLE AT BARRINGTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7221 54

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6062

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BKD TWENTY-ONE
MANAGEMENT COMPANY
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7222 08

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6185

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BKD GARDENS-TARZANA
PROPCO, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7222 15

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6178

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BKD TWENTY-ONE OPCO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7221 92

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6192

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**SUMMERVILLE AT COBB CO, INC.
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7220 86

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6048

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BROOKDALE MANAGEMENT
OF CALIFORNIA, LLC
111 WESTWOOD PLACE
SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7220 62

2

7022 2410 0000 2264 6031

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Delivery Restricted Delivery
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1.

**SUMMERVILLE AT ATHERTON
COURT LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7221 78

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6093

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

**SUMMERVILLE AT HARDEN
RANCH, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027**



9590 9402 7690 2122 7221 09

7022 2410 0000 2264 6116

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

BKD FM7 HOLDCO CA, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7218 98

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5942

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery
☐ Signature Confirmation Restricted Delivery
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD LODI, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7218 81

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5935

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☒ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD CORTONA PARK, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 53

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6130

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1. **BKD PERSONAL ASSISTANCE SERVICES, LLC**
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 22

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6154

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1. **BKD KETTLEMAN LANE LLC**
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 46

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6215

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

stricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BROOKDALE PROVIDENT
MANAGEMENT, LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7221 16

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5959

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

4. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD FOLSOM LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7218 74

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5928

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

4. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BKD CORONA LLC
111 WESTWOOD PLACE SUITE 400
BRENTWOOD, TN 37027



9590 9402 7690 2122 7222 39

7022 2410 0000 2264 6147

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt