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individually, and on behalf of others
8 similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF CONTRA COSTA**

12 LAURA DELGADO, individually, and on
behalf of others similarly situated

13 Plaintiff,

14 vs.

15 ORINDA CARE CENTER, LLC, a California
16 limited liability company and DOES 1 through
50, inclusive,

17 Defendants

CASE NO. C20-02646

FIRST AMENDED COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF LAURA DELGADO (“PLAINTIFF”) an individual, demanding a jury trial,
3 on behalf of herself and other persons similarly situated, hereby alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFF is a resident of the State of California, and Defendants ORINDA CARE CENTER,
7 LLC, a California limited liability corporation; and DOES 1 through 50 inclusive (collectively
8 “DEFENDANTS”), are qualified to do business in California and regularly conduct business in
9 California. Further, no federal question is at issue because the claims are based solely on California
10 law.

11 2. Venue is proper in this judicial district and the County of Contra Costa, California
12 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
13 in the County of Contra Costa, DEFENDANTS maintain offices and facilities and transact
14 business in the County of Contra Costa, and because DEFENDANTS’ illegal payroll policies and
15 practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and
16 other persons similarly situated, in the County of Contra Costa.

17 **PLAINTIFF**

18 3. PLAINTIFF is a female resident of the State of California and a former employee
19 of DEFENDANTS.

20 4. PLAINTIFF, on behalf of herself and other similarly situated current and former
21 non-exempt employees of DEFENDANTS in the State of California at any time during the four
22 years preceding the filing of this action, and continuing while this action is pending, brings this
23 class action to recover, among other things, wages and penalties from unpaid wages earned and
24 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
25 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
26 quitting employees, failure to indemnify employees for necessary expenditures and/or losses
27 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
28 to maintain required records, and interest, attorneys’ fees, costs, and expenses.

1 Defendant, and each was the alter ego of the other.

2 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
3 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
4 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
5 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
6 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
7 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
8 failing to properly maintain records; failing to provide accurate itemized statements for each pay
9 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
10 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
11 violation of the California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

12 10. PLAINTIFF is informed and believes, and thereon allege, that each and every one
13 of the acts and omissions alleged herein were performed by, and/or attributable to, all
14 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
15 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
16 and scope of said agency, employment and/or direction and control.

17 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
18 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
19 provision regulating minimum wages or hours and days of work in any order of the Industrial
20 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

21 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
22 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
23 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
24 Court.

25 **CLASS ACTION DESIGNATION**

26 13. This action is appropriately suited for a Class Action because:

27 a. The potential class is a significant number. Joinder of all current and
28 former employees individually would be impractical.

1 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
2 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
3 MEMBERS for all hours worked during their meal periods.

4 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
5 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
6 earned and due, interest, penalties, expenses, and costs of suit.

7 **SECOND CAUSE OF ACTION**

8 **Failure to Provide Required Rest Periods**

9 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

10 **(Against all DEFENDANTS)**

11 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
12 allegations in the foregoing paragraphs.

13 20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
14 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
15 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
16 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

17 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
18 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
19 provided with a rest period, in accordance with the applicable wage order, one additional hour of
20 compensation at each employee's regular rate of pay for each workday that a rest period was not
21 provided.

22 22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
23 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
24 earned and due, interest, penalties, expenses, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

4 **(Against all DEFENDANTS)**

5 23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
8 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
9 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
10 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
11 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
12 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
13 on the seventh consecutive day of work in any workweek.

14 25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
15 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
16 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
17 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
18 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
19 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
20 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
21 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
22 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
23 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
24 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
25 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
26 discovered.

27 26. In violation of California law, DEFENDANTS have knowingly and willfully
28 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all

1 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
2 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
3 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
4 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
5 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

6 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
7 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
8 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
9 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
10 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
11 fees, expenses, and costs of suit.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages**

14 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

15 **(Against all DEFENDANTS)**

16 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 29. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
19 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
20 worked in a payroll period is unlawful.

21 30. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
22 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
23 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
25 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
26 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
27 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
28 period; and other methods to be discovered.

1 31. DEFENDANTS' conduct described herein violates California Labor Code §§
2 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
3 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
4 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
5 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
6 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
7 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

8 **FIFTH CAUSE OF ACTION**

9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

10 **[Cal. Labor Code §§ 201, 202, 203]**

11 **(Against all DEFENDANTS)**

12 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 33. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
15 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
16 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
17 and unpaid at the time of discharge are due and payable immediately.

18 34. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
19 required to pay all accrued wages due to an employee no later than 72 hours after the employee
20 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
21 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

22 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
23 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
24 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
25 compensation to the employee at the same rate for up to 30 workdays.

26 36. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
27 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
28 California Labor Code §§ 201 and 202.

1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

4 **(Against all DEFENDANTS)**

5 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 43. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
8 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
9 writing showing each employee's gross wages earned, total hours worked, all deductions made,
10 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
11 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
12 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
13 § 226 and IWC Wage Order No. 5-2001, § 7.

14 44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
15 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
16 statements in accordance with California Labor Code § 226(a).

17 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
19 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
20 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
21 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
22 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
23 California Labor Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for**
3 **Necessary Expenditures Incurred in Discharge of Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 47. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer.

11 48. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
15 employment-related expenses, in violation of California Labor Code § 2802.

16 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

26 **(Against all DEFENDANTS)**

27 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
28 allegations in the foregoing paragraphs.

1 51. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
4 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
5 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
6 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
7 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
8 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
9 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
10 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
11 under California Business and Professions Code § 17200 et seq.

12 52. DEFENDANTS' violations of California wage and hour laws constitute a business
13 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
14 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
15 CLASS MEMBERS.

16 53. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
17 rest periods, and other benefits as required by the California Labor Code, the California Code of
18 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
19 record, report, and pay the correct sums of assessment to the state authorities under the California
20 Labor Code and other applicable regulations.

21 54. As a result of DEFENDANTS' unfair and unlawful business practices,
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
23 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
25 MEMBERS.

26 55. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
2 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
3 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
4 jurisdiction of this Court.

5 **TENTH CAUSE OF ACTION**

6 **Representative Action for Civil Penalties**

7 **[Cal. Labor Code §§ 2698–2699.5]**

8 **(Against All DEFENDANTS)**

9 56. PLAINTIFF incorporates herein by specific reference as though fully set forth the
10 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
11 subparagraphs thereto.

12 57. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
13 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
14 current and former employees of DEFENDANTS pursuant to the procedures specified in
15 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
16 by DEFENDANTS and the alleged violations of the California Labor Code were committed
17 against PLAINTIFF and CLASS MEMBERS.

18 58. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
19 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
20 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
21 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a
22 representative action for the violations set forth above, including but not limited to violations of
23 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
24 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’
25 fees and costs pursuant to California Labor Code § 2699(g)(1).

26 59. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
27 October 19, 2020 by online filing to the California Labor and Workforce Development Agency
28 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California

1 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
2 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
3 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

4 60. Therefore, PLAINTIFF has complied with all of the requirements set forth in
5 California Labor Code § 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
8 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
9 and each of them, as follows:

- 10 1. For compensatory damages in an amount to be ascertained at trial;
- 11 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
12 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 13 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
14 and IWC Wage Order No. 5-2001;
- 15 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 16 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
17 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
18 from engaging in the unlawful business practices complained of herein;
- 19 6. For waiting time penalties pursuant to California Labor Code § 203;
- 20 7. For statutory and civil penalties according to proof, including but not limited to all
21 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 22 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
23 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
24 provision providing for pre-judgment interest;
- 25 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
26 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
27 providing for attorneys' fees and costs;
- 28 10. For declaratory relief;

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- 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;
- 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and
- 13. For such further relief that the Court may deem just and proper.

DATED: August 17, 2022

Respectfully submitted,

MATERN LAW GROUP, PC



By: _____

Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiff
LAURA DELGADO, individually, and on
behalf of other persons similarly situated

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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: August 17, 2022

Respectfully submitted,

MATERN LAW GROUP, PC

By:



Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiff
LAURA DELGADO, individually, and on
behalf of other persons similarly situated

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.


On August 17, 2022, I served the document described a

FIRST AMENDED COMPALINT

By e-mail or electronic transmission. I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <p>Joseph Lordan, Esq. joseph.lordan@lewisbrisbois.com Jeffrey Ranen, Esq. jeffrey.ranen@lewisbrisbois.com Sumy Kim, Esq. sumy.kim@lewisbrisbois.com Jennifer Marigmen jennifer.marigmen@lewisbrisbois.com LEWIS BRISBOIS BISGAARD & SMITH LLP 333 Bush Street Suite 1100 San Francisco, CA 94104 Tel: (415) 438-5923 Fax: (415) 434-09882</p> | <p>Attorneys for Defendant ORINDA CARE CENTER, LLC</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 17, 2022 at Manhattan Beach, California.



Christian Lopez