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ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

SEP 26 2017

Sherrin Carter, Executive Officer/Clerk
By: Marlon Gomez, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 JEFFREY ARONSON,
12 Plaintiff,

13 vs.

14 SHLOMO RECHNITZ; ROCKPORT
15 ADMINISTRATIVE SERVICES, LLC; CNRC,
16 LLC; INDIO HEALTHCARE & WELLNESS
17 CENTER, LLC and DOES 1 through 250,
18 inclusive,
19 Defendants.

CASE NO. BC 677343

COMPLAINT FOR DAMAGES

- 1) Whistleblower Retaliation in Violation of Labor Code §1102.5
- 2) Wrongful Termination in Violation of Public Policy
- 3) Breach of Contract
- 4) Breach of Implied Covenant of Good Faith and Fair Dealing
- 5) Unfair Business Practices (Bus. & Prof. Code §17200 et seq.)
- 6) Intentional Infliction of Emotional Distress
- 7) California Wage Payment Violations, Cal. Labor Code §§201, 202, 203

Assigned to Hon.

Action Filed:
Trial Date:

22 COMES NOW JEFFREY ARONSON and alleges upon information and belief as follows:

23 THE PARTIES

24 1. Plaintiff JEFFREY ARONSON (hereinafter sometimes referred to as "JEFFREY
25 ARONSON" or "PLAINTIFF") is and was at all times relevant hereto a citizen and resident of the
26 County of San Bernardino, State of California.

27 2. Defendant SHLOMO RECHNITZ is an individual who is and was at all times relevant
28 hereto a citizen and resident of the State of California, County of Los Angeles.

1 3. Defendant ROCKPORT ADMINISTRATIVE SERVICES, LLC is and was at all times
2 relevant hereto a citizen and resident of the State of California, County of Los Angeles, and maintains
3 its principal place of business for venue purposes in the County of Los Angeles, at 5900 Wilshire
4 Boulevard, Suite 1600, Los Angeles, California 90036.

5 4. Defendant CNRC, LLC is and was at all times relevant hereto a resident and citizen of
6 the State of California, County of San Bernardino.

7 5. Defendant INDIO HEALTHCARE & WELLNESS CENTER, LLC is and was a
8 resident of the State of California, County of San Bernardino.

9 6. Defendants SHLOMO RECHNITZ; ROCKPORT ADMINISTRATIVE SERVICES,
10 LLC; CNRC, LLC; INDIO HEALTHCARE & WELLNESS CENTER, LLC and DOES 1 through
11 250 (hereinafter collectively referred to as the "DEFENDANTS") were at all relevant times the
12 operators of a 24-hour Skilled Nursing Facility (hereinafter referred to as "FACILITY 1" or "CNRC")
13 located at 2299 N. Indian Canyon Drive, Palm Springs, California 92262 doing business under the
14 fictitious name California Nursing & Rehabilitation Center. That DEFENDANTS actively participated
15 in and controlled the business of the FACILITY.

16 7. Defendants SHLOMO RECHNITZ; ROCKPORT ADMINISTRATIVE SERVICES,
17 LLC; CNRC, LLC; INDIO HEALTHCARE & WELLNESS CENTER, LLC and DOES 1 through
18 250 (hereinafter collectively referred to as the "DEFENDANTS") were at all relevant times the
19 operators of a 24-hour Skilled Nursing Facility (hereinafter referred to as "FACILITY 2" or "Desert
20 Springs") located at 82-262 Valencia Avenue, Indio, California, doing business under the fictitious
21 name Desert Springs Healthcare & Wellness Centre. That DEFENDANTS actively participated in and
22 controlled the business of the FACILITY.

23 8. That at all times relevant hereto the DEFENDANTS employed JEFFREY ARONSON
24 as the Administrator of both FACILITY 1 and FACILITY 2.

25 9. The DEFENDANTS operated in such a way as to make their individual identities
26 indistinguishable, and are therefore, the mere alter-egos of one another.

27 10. At all relevant times, the FACILITY and the DEFENDANTS and each of their tortious
28 acts and omissions, as alleged herein, were done in concert with one another in furtherance of their

1 common design and agreement to accomplish a particular result, namely maximizing profits from the
2 operation of the FACILITY by underfunding and understaffing the FACILITY. Moreover, the
3 DEFENDANTS aided and abetted each other in accomplishing the acts and omissions alleged herein.
4 (See Restatement (Second) of Torts §876 (1979)).

5 **GENERAL ALLEGATIONS**

6 **A. Defendants and Jeffrey Aronson Enter Into Employment Agreement For**
7 **Specified Term of Five Years And Requiring Cause for Termination**

8 11. The DEFENDANTS hired JEFFREY ARONSON as the Administrator of CNRC in
9 late December 2014. Prior to the hiring of JEFFREY ARONSON, SHLOMO RECHNITZ participated
10 directly on behalf of the DEFENDANTS in recruiting and hiring JEFFREY ARONSON as an
11 employee of the DEFENDANTS. In fact, on or about December 14, 2014, JEFFREY ARONSON
12 went to the home of SHLOMO RECHNITZ to interview with SHLOMO RECHNITZ regarding the
13 administrator position at CNRC. Thereafter, on December 22, 2014, at 4:53 p.m., SHLOMO
14 RECHNITZ emailed JEFFREY ARONSON. Therein, SHLOMO RECHNITZ asked JEFFREY
15 ARONSON to call him on his cell. (Exhibit 1, 113-12-Client.)

16 12. On December 22, 2014, at 5:53 p.m., SHLOMO RECHNITZ again emailed JEFFREY
17 ARONSON and asked JEFFREY ARONSON to call him back on his cell phone. (Exhibit 2, 113-13-
18 Client)

19 13. As a result of the conversations between SHLOMO RECHNITZ and JEFFREY
20 ARONSON wherein they agreed in principle to JEFFREY ARONSON becoming Administrator of
21 CNRC, on December 22, 2014, at 5:25 p.m., Alain Kuppermann emailed JEFFREY ARONSON a
22 document entitled "offer letter," which JEFFREY ARONSON understood from his conversations with
23 SHLOMO RECHNITZ to be his proposed employment contract. (Exhibit 3, 113-14-Client.) The
24 "offer letter" also memorialized the agreement between SHLOMO RECHNITZ and JEFFREY
25 ARONSON that DEFENDANTS could not terminate JEFFREY ARONSON for a period of five years
26 after his hire date, except for good cause. Importantly, the document states: "other than CNRC
27 terminating you for cause prior to the 5 year anniversary of your hire date, you will be guaranteed
28 employment with CNRC or any of its affiliates at your current base salary for 5 years from your hire

1 date." (Exhibit 3, emphasis added.)

2 14. On December 23, 2014, JEFFREY ARONSON sent an email to SHLOMO
3 RECHNITZ responding to the proposed employment contract and the offer of employment SHLOMO
4 REHNITZ had previously made to JEFFREY ARONSON. The email stated:

5 Shlomo,
6 As I mentioned earlier of my endeavors, I am not your average
7 "employee minded" individual...I think outside the box and I am
8 excited to help grow your company, starting with putting CNRC back
9 on the track you intended. Had you asked me Sunday, my numbers
10 would have started higher than I am going to give you right now, as
11 you said, "what I believe is fair." Also, consider this, I do not believe
12 you will find another administrator/operator like myself. I am honest,
13 loyal, I do what it takes to get job done, forward thinker, and
14 enthusiastic about this opportunity. So I feel I am worth a lot more,
15 but this will be fair and will certainly help myself and my family.
16 Base - \$175K + Profit Sharing
17 Benefits - Paid for myself and family
18 Vacation - 3wks to start w/additional week each year to max
19 Car Allowance - \$500/mo
20 Sign-On Bonus - \$25K which I believe out of possible \$36K would
21 be my bonus this year
22 I believe this will give me the entitlement I deserve to make things
23 happen in your company starting with CNRC.
24 I look forward to your call,
25 Jeff

18 (Exhibit 4, 113-617-Client to 113-618-Client.)

19 15. On Dec 25, 2014, at 5:44 PM, SHLOMO RECHNITZ responded to JEFFREY
20 ARONSON'S email set forth in the preceding paragraph. The email stated:

21 Dear Jeff,
22 I trust you are a great Administrator and would add a lot of value to
23 the team, however, as this is a business (and very unstable right now),
24 there is so much we can afford. The deal I offered you is actually
25 better than any administrator I've hired in the last 2 years. In our
26 Company, there is always the potential for growth as if you have one
27 building dialed in, you are eligible to get another one etc...that's when
28 the possibility of profit sharing kicks in. I am willing to higher my
offer to include \$1000 per month towards insurance, vacation at 3
weeks and a \$15,000 sign on bonus to help with your tuition.
We'd love to have you come aboard, but if this is not the right time,
we can keep the lines of communications open, and perhaps another
opportunity will come up at a later date.
Best Regards,

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Shlomo

(Exhibit 4, 113-617-Client.)

16. JEFFREY ARONSON accepted these terms and on December 25, 2014, JEFFREY ARONSON sent the following email to SHLOMO RECHNITZ:

From: Jeff
To: Shlomo Rechnitz
Sent: Thu, Dec 25, 2014 11:15 pm
Subject: Re: Details of Employment Offer
I forgot Shlomo...thank you for the BEST Christmas present I received...talk soon, Jeff
Sent from my iPhone

(Exhibit 5.)

17. On or about December 29, 2014, JEFFREY ARONSON signed the aforementioned employment agreement sent to him by Alain Kuppermann on December 22, 2014. The employment contract states in relevant part:

As is the case with all employees, your employment is "at will." However, other than CNRC terminating you for cause prior to the 5 year anniversary of your hire date, you will be guaranteed employment with CNRC or any of its affiliates at your current base salary for 5 years from your hire date.

(Exhibit 6, emphasis added.)

I acknowledge and accept these terms of employment with the understanding that the offer and acceptance is not an employment contract, express or implied, between the employer and myself. The employer and I each have the right to terminate employment, with or without cause.

(Exhibit 6.)

18. That the aforementioned document attached as Exhibit 6 constituted an employment agreement between JEFFREY ARONSON and the DEFENDANTS. That this employment agreement between JEFFREY ARONSON and the DEFENDANTS required good cause for the DEFENDANTS to terminate JEFFREY ARONSON and under this employment agreement, DEFENDANTS had no right to terminate JEFFREY ARONSON at will or without cause.

19. That the document attached as Exhibit 6 constituted the express agreement of

1 JEFFREY ARONSON and the DEFENDANTS that JEFFREY ARONSON'S employment with the
2 DEFENDANTS would not be at-will employment and constituted an agreement between JEFFREY
3 ARONSON and the DEFENDANTS to limit the DEFENDANTS' power to terminate JEFFREY
4 ARONSON.

5 20. That the aforementioned letter constitutes an employment agreement specifying the
6 length of employment of JEFFREY ARONSON for five years. That this employment agreement for a
7 specified term limited the DEFENDANTS' right to discharge JEFFREY ARONSON within that time
8 period of five years other than for good cause.

9 21. That at all relevant times hereto, JEFFREY ARONSON did not willfully breach any of
10 his duties as an employee of DEFENDANTS. That at all times relevant hereto, JEFFREY ARONSON
11 did not habitually neglect his duties as an employee of the DEFENDANTS. That at all relevant times
12 hereto, JEFFREY ARONSON did not have any incapacity to perform his duties as an employee of the
13 DEFENDANTS, and did perform his duties as an employee of the DEFENDANTS.

14 22. On or about July 1, 2015, JEFFREY ARONSON also became administrator of Desert
15 Springs and thereafter served as the administrator of both CNRC and Desert Springs until his
16 termination by the DEFENDANTS.

17 **B. Jeffrey Aronson Blows The Whistle On Defendants' Health & Safety Code and**
18 **Labor Code Violations**

19 23. On April 3, 2015, JEFFREY ARONSON alerted SHLOMO RECHNITZ of
20 DEFENDANTS' unlawful and fraudulent reporting of inflated nursing staff ratios. On that date,
21 JEFFREY ARONSON sent an email to SHLOMO RECHNITZ wherein JEFFREY ARONSON
22 complained to SHLOMO RECHNITZ regarding DEFENDANTS' illegal practice of recording and
23 reporting fraudulently inflated staffing numbers to the Centers for Medicare and Medicaid Services
24 (CMS), the California Department of Health (DPH), the California Office of Statewide Health
25 Planning and Development (OSHPD) and other government agencies, and also raised quality of care
26 issues. The email informed SHLOMO RECHNITZ that the labor hour reports from ROCKPORT for
27 CNRC were not accurate and instead were unlawfully inflated to reflect non-direct caregiver hours in
28 violation of Title 22 C.C.R. §72329.1(g) and other regulations. The email stated:

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Shlomo,
 Sorry I sent that email so late last night as it was a lot to proof read and process. Having said that, I failed to mention a few pertinent issues. One, I recently looked over the labor hour reports from Rockport (I am sure you have seen them) and they had this place running 3.77 ppd and I believe in the high 3.6's for Jan. - Feb. this year. But these are not accurate Shlomo. I was told that the previous administrator was including CNA's that are working in other departments in the ppd. This has "inflated" the numbers and we were not close to that in regards to "direct" patient care. We have been aggressively hiring and orientating new staff and it will be fixed, but this is not good. We also had no nursing manual's in the building when we got here, so the question is: what were they referencing when addressing 2567's and writing their plans of correction? I saw Dr. Segel again this morning and asked him how we are doing and he said fine, no complaints that he has heard of. When I asked their "in house" Case Manager, she said things are fine, why? I mentioned that I had spoke with the owner and he had heard some rumblings about Quality of Care issues and perhaps some issues with Desert Oasis and Dr. Grauel in particular. She immediately said, "well Dr. Grauel didn't say anything or complain, he never does. But if the owner wants to hear a complaint, he can call Tracy Crump (RN Case Mgmt. Supervisor) or myself personally and we will tell him how Melvin has berated the both of us." Now let me be clear Shlomo, I was NOT soliciting "dirt" on Melvin, she "out of the blue" brought that up and I am quite familiar with the incident because Melvin was attacking Tracy in my office with me present. I played the game and did "damage control" when Melvin left because I have a good, trustworthy relationship with Oasis. Anyway, I wanted to ask you if I could implement a QAPI Program in this building that was developed by a mentor of mine who used to work for my father. He spent a lot of his own money and over 3 years developing this program that has been patented, and approved and blessed by CDPH. He has over 40 5-star buildings with 0-2 deficiencies during their annual survey's, using this program. It runs \$385/month and I believe in him and his work so much, that if cost is an issue, the DON and I will pay for it. I have reviewed the program and it is amazing. Anyway, thank you for your time once again, and I look forward to hearing from you.
 Thank you,
 Jeff

(Exhibit 7, emphasis added.)

24. JEFFREY ARONSON'S email was alerting SHLOMO RECHNITZ of the DEFENDANTS' violation of Health & Safety Code 1276.5 and related regulations which mandate that skilled nursing facilities maintain a minimum numeric ratio of 3.2 nursing hours per patient day of direct caregivers and of DEFENDANTS' fraudulent reporting to state and federal agencies of "padded" or "inflated" staffing ratios that unlawfully included in the computation non-direct caregivers. It is alleged that Title 22 *Code of Regulations* §72329.1(g) states that "Only direct

1 caregivers as defined in Section 72038 shall be included in the staff-to-patient ratios.” 22 *Code of*
2 *Regulations* § 72329.1 (emphasis added). In turn, applicable regulations specifically define “direct
3 caregivers” to include nurses only while performing specifically enumerated nursing services directly
4 to patients, and to specifically exclude nurses performing supervisory functions such as the facility
5 director of nursing. 22 *Code of Regulations* §72038 states in relevant part:

6 “Direct caregiver” means a registered nurse, as referred to in Section
7 2732 of the Business and Professions Code, a licensed vocational
8 nurse, as referred to in Section 2864 of the Business and Professions
9 Code, a psychiatric technician, as referred to in Section 4516 of the
10 Business and Professions Code, and a certified nurse assistant, or a
11 nursing assistant participating in an approved training program, as
12 defined in Section 1337 of the Health and Safety Code, while
13 performing nursing services as described in sections 72309, 72311
14 and 72315. A person serving as the director of nursing services in a
15 facility with 60 or more licensed beds cannot be a direct caregiver.

16 22 *Code of Regulations* § 72038. In turn, 22 *Code of Regulations* §72311 states in relevant part:

17 (a) Nursing service shall include, but not be limited to, the
18 following:(1) Planning of patient care, which shall include at least the
19 following:(A) Identification of care needs based upon an initial
20 written and continuing assessment of the patient's needs with input, as
21 necessary, from health professionals involved in the care of the
22 patient. Initial assessments shall commence at the time of admission
23 of the patient and be completed within seven days after admission.(B)
24 Development of an individual, written patient care plan which
25 indicates the care to be given, the objectives to be accomplished and
26 the professional discipline responsible for each element of care.
27 Objectives shall be measurable and time-limited.(C) Reviewing,
28 evaluating and updating of the patient care plan as necessary by the
nursing staff and other professional personnel involved in the care of
the patient at least quarterly, and more often if there is a change in the
patient's condition.(2) Implementing of each patient's care plan
according to the methods indicated. Each patient's care shall be based
on this plan.(3) Notifying the attending licensed healthcare
practitioner acting within the scope of his or her professional
licensure promptly of:(A) The admission of a patient.(B) Any sudden
and/or marked adverse change in signs, symptoms or behavior
exhibited by a patient.(C) An unusual occurrence, as provided in
Section 72541, involving a patient.(D) A change in weight of five
pounds or more within a 30-day period unless a different stipulation
has been stated in writing by the patient's licensed healthcare
practitioner acting within the scope of his or her professional
licensure.(E) Any untoward response or reaction by a patient to a

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medication or treatment.(F) Any error in the administration of a medication or treatment to a patient which is life threatening and presents a risk to the patient.(G) The facility's inability to obtain or administer, on a prompt and timely basis, drugs, equipment, supplies or services as prescribed under conditions which present a risk to the health, safety or security of the patient.

22 Code of Regulations § 72311. Title 22 C.C.R. §72315 states in relevant part:

(a) No patient shall be admitted or accepted for care by a skilled nursing facility except on the order of a physician.(b) Each patient shall be treated as individual with dignity and respect and shall not be subjected to verbal or physical abuse of any kind.(c) Each patient, upon admission, shall be given orientation to the skilled nursing facility and the facility's services and staff.(d) Each patient shall be provided care which shows evidence of good personal hygiene, including care of the skin, shampooing and grooming of hair, oral hygiene, shaving or beard trimming, cleaning and cutting of fingernails and toenails. The patient shall be free of offensive odors.(e) Each patient shall be encouraged and/or assisted to achieve and maintain the highest level of self-care and independence. Every effort shall be made to keep patients active, and out of bed for reasonable periods of time, except when contraindicated by orders of a licensed health care practitioner acting within the scope of his or her professional licensure.(f) Each patient shall be given care to prevent formation and progression of decubiti, contractures and deformities. Such care shall include:(1) Changing position of bedfast and chairfast patients with preventive skin care in accordance with the needs of the patient.(2) Encouraging, assisting and training in self-care and activities of daily living.(3) Maintaining proper body alignment and joint movement to prevent contractures and deformities.(4) Using pressure-reducing devices where indicated.(5) Providing care to maintain clean, dry skin free from feces and urine.(6) Changing of linens and other items in contact with the patient, as necessary, to maintain a clean, dry skin free from feces and urine.(7) Carrying out of physician's orders for treatment of decubitus ulcers. The facility shall notify the physician, when a decubitus ulcer first occurs, as well as when treatment is not effective, and shall document such notification as required in Section 72311(b).(g) Each patient requiring help in eating shall be provided with assistance when served, and shall be provided with training or adaptive equipment in accordance with identified needs, based upon patient assessment, to encourage independence in eating.(h) Each patient shall be provided with good nutrition and with necessary fluids for hydration.(i) Measures shall be implemented to prevent and reduce incontinence for each patient and shall include:(1) Written assessment by a licensed nurse to determine the patient's ability to participate in a bowel and/or bladder management program. This is to be initiated within two weeks after

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admission of an incontinent patient.(2) An individualized plan, in addition to the patient care plan, for each patient in a bowel and/or bladder management program.(3) A weekly written evaluation in the progress notes by a licensed nurse of the patient's performance in the bowel and/or bladder management program.(j) Fluid intake and output shall be recorded for each patient as follows:(1) If ordered by the physician.(2) For each patient with an indwelling catheter:(A) Intake and output records shall be evaluated at least weekly and each evaluation shall be included in the licensed nurses' progress notes.(B) After 30 days the patient shall be reevaluated by the licensed nurse to determine further need for the recording of intake and output.(k) The weight and length of each patient shall be taken and recorded in the patient's health record upon admission, and the weight shall be taken and recorded once a month thereafter.(l) Each patient shall be provided visual privacy during treatments and personal care.(m) Patient call signals shall be answered promptly.

22 Code of Regulations § 72315.

25. It is alleged that JEFFREY ARONSON was alerting SHLOMO RECHNITZ that DEFENDANTS were unlawfully including non-direct caregiver personnel (and in fact, nurses working in an entirely different department!) in the staffing ratios they record and report to government agencies and falsely claim to exist at CNRC, even though the law specifically prohibits including non-direct caregivers in the ratio calculation and allows only for the counting of nurses providing direct patient care. It is specifically alleged that JEFFREY ARONSON'S email to SHLOMO RECHNITIZ constitutes a "complaint" or "grievance" for purposes of, and as those terms are defined by, Health & Safety Code §1432.

26. That SHLOMO RECHNITZ was a person with authority over JEFFREY ARONSON for purposes of Labor Code §1102.5. That JEFFREY ARONSON had reasonable cause to believe that the information contained in his April 3, 2015 email to SHLOMO RECHNITZ disclosed a violation of a state or federal statute or a violation of or noncompliance with a local, state, or federal rule or regulation, including but not limited to Health & Safety Code §1276.5 and Title 22 California Code of Regulations §72329.1.

27. JEFFREY ARONSON also complained to his superiors of the DEFENDANTS' unlawful failure to pay their employees overtime compensation in violation of both state and federal law. On August 31, 2015, JEFFREY ARONSON sent an email to Cheryl Martinez of ROCKPORT

1 ADMINISTRATIVE SERVICES, LLC and Jonathan Weiss the Vice President of Operations of
2 ROCKPORT ADMINISTRATIVE SERVICES, LLC and JEFFREY ARONSON'S immediate
3 supervisor, wherein JEFFREY ARONSON informed them of what he believed to be CNRC'S failure
4 to pay overtime to employees. The email stated:

5 Cheryl,

6 We are having an issue here at CNRC, according to AP/Payroll, ever
7 since we switched to Kronos, Rockport is not paying OT for any
8 hours worked on the PM (3-11) shift after midnight due falling on a
9 "new" day. My understanding is that OT is paid "per shift" not per
10 day...and if an employee works more than 8hrs in any 24hr period
11 (after start of shift), then it is OT...more than 12hrs. then it is double
12 time. So to be clear, employee's working the PM Shift from 3-11PM
13 and asked to work a double, are not getting any OT or Dbl. time after
14 midnight. This is also going to create staffing issues as staff will not
15 be willing to work doubles w/o OT. My concern is these employee's
16 came to me and asked that it be taken care of before they call "the
17 state." I think they meant Wage & Hour but nonetheless, this needs to
18 be addressed.

19 Thank you,
20 Jeff

21 (Exhibit 8.)

22 28. That JEFFREY ARONSON'S August 31, 2015 email to Cheryl Martinez and Jonathan
23 Weiss constituted a "complaint" or "grievance" for purposes of, and as defined by, Health & Safety
24 Code §1432.

25 29. That both Cheryl Martinez and Jonathan Weiss each are a person with authority over
26 JEFFREY ARONSON for purposes of, and as defined by, California Labor Code §1102.5.

27 30. That JEFFREY ARONSON had reasonable cause to believe, and did believe, that the
28 information contained in his August 31, 2015 email to Cheryl Martinez and Jonathan Weiss disclosed
violations of state or federal statutes, or violations of or noncompliance with local, state, or federal
rules or regulations, including but not limited to Labor Code provisions and applicable regulations
governing the payment of overtime compensation to employees.

31. That Health & Safety Code §1432 expressly protects the complaints JEFFREY
ARONSON made to his supervisors and the DEFENDANTS alleged hereinabove and prohibits the very
type of retaliatory conduct DEFENDANTS engaged in with respect to Plaintiff and states in relevant

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part:

(a) No licensee shall discriminate or retaliate in any manner against any complainant, or any patient or employee in its long-term health care facility, on the basis or for the reason that the complainant, patient, employee, or any other person has presented a grievance or complaint, or has initiated or cooperated in any investigation or proceeding of any governmental entity relating to care, services, or conditions at that facility. A licensee who violates this section is subject to a civil penalty of no more than ten thousand dollars (\$10,000), to be assessed by the director and collected in the manner provided in Section 1430.

32. Health & Saf. Code, § 1432 further states:

(c) Any attempt to terminate the employment, or other discriminatory treatment, of any employee who has presented a grievance or complaint or has initiated, participated, or cooperated in any investigation or proceeding of any governmental entity as specified in subdivision (a), and where the facility or licensee had knowledge of the employee's initiation, participation, or cooperation, shall raise a rebuttable presumption that the action was taken by the licensee in retaliation if it occurs within 120 days of the filing of the grievance or complaint, or the institution of the action.

(d) Presumptions provided for in subdivisions (b) and (c) shall be presumptions affecting the burden of producing evidence as provided in Section 603 of the Evidence Code.

(e) Where the civil penalty assessed is one thousand dollars (\$1,000) or less, the violation shall be issued and enforced in the same manner as a class "B" violation, except in no case shall the penalty be trebled. Where the civil penalty assessed is in excess of one thousand dollars (\$1,000), the violation shall be issued and enforced in the same manner as a class "A" violation, except in no case shall the penalty be trebled.

(f) Any person who willfully violates this section is guilty of an infraction punishable by a fine of not more than ten thousand dollars (\$10,000).

(g) A licensee who violates this section is subject to a civil penalty or a criminal fine, but not both.

(h) Each long-term health care facility shall prominently post in a facility location accessible to staff, patients, and visitors written notice of the right to request an inspection pursuant to Section 1419, the procedure for doing so, including the right to remain anonymous,

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and the prohibition against retaliation.

(i) For purposes of this section, “complainant” means any person who has filed a complaint, as defined in Section 1420.

Health & Saf. Code, § 1432.

C. Defendants Terminate Jeffrey Aronson Under False Pretenses Because He Is Not Jewish And In Retaliation For His Whistleblowing

33. On or about March 27, 2017, the DEFENDANTS terminated JEFFREY ARONSON as administrator of CNRC and Desert Springs in violation of his employment agreement which was for a fixed term of five years and required good cause for termination and under false pretenses because Jeffrey Aronson is a Christian and in retaliation for his prior whistleblowing alleged hereinabove.

34. Prior to terminating JEFFREY ARONSON, and as pretense for their retaliatory and discriminatory conduct, the DEFENDANTS manufactured a false list of work performance deficiencies on the part of JEFFREY ARONSON. On April 7, 2015, only four days after JEFFREY ARONSON had complained to SHLOMO RECHNITZ regarding DEFENDANTS falsification of NHPPD, Melvin Daignault, Senior Vice President of ROCKPORT sent JEFFREY ARONSON the following letter:

Dear Jeff:

This is a very inclusive evaluation of your work performance as Administrator of CNRC since your hire date of January 12, 2015 and your introductory period which is the first 90 days of your employment per employee handbook. The following standards of your performance are not being met and needs much improvement if you wish to continue your tenure as Administrator of CNRC.

Failure to follow instructions

Failure to inform supervisor, Melvin Daignault and ensure that clinical nurse consultant were notified of unusual occurrence that took place on March 29, 2015 and later was reported to the Dept. of Public Health on March 31, 2015. Employee was informed on date of hire when I had given him an orientation that the policy was that all issues involving Dept. of Public Health i.e., complaints, surveys and unusual occurrences that it was the Administrator who would be responsible to notify supervisor and the Director of Nursing to notify the clinical nurse consultant. I was not made aware of this incident until I spoke with the Asst. Director of Nursing on the evening of April 1, 2015 and she explained that the surveyor was in the facility to follow up on the incident. The Administrator put the facility at risk by

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late notification to the Dept. of Public Health which could result in a G and/or a B citation.

Insubordination/Conduct

A. During my phone conversation on the morning of April 2,2015, when I phoned Jeff to find out why he did not report the unusual occurrence to me and the clinical nurse consultant. He became very hostile and loud and said that in his employee offer letter it does not say that I am his supervisor and that he has to report to me. I informed him that it was understood by Mr. Rechnitz that he would be reporting to me upon his hiring. I explained to him that he was out of line and told him I was not going to argue with him and ended the conversation. Also, I have heard comments from the community that the Administrator has made statements indicating that he is not going to be micro-managed by me and that he does not need a "Boss" and has a one-to-one relationship with the owner. The comments are very unprofessional and lack character.

Cleanliness of Physical Plant-Facility

B. Recent visit by clinical nurse consultant indicated that facility environmental sanitation was the worst she has seen in two years. She noted facility was dirty and full of clutter. (Clinical Report attached - Attachment I)

Leadership Skills

C. IDT Process is not consistent as identified in clinical nurse consultant's report

D. Clinical nurse consultant does not feel that the Director of Nursing is managing the nursing department and the responsibility is being delegated to the Asst. Director of Nursing. It is the responsibility of the DON to handle the communications with the Dept. of Public Health.

E. Lack of follow through with accounts receivable which has been identified by Director of Accounts Receivable. Her concerns were there are no private follow up from the Administrator nor is he meeting with the business office to enforce private follow up and not meeting with the BOM to ensure timely follow up and/or billing going out timely with all pay types. Also, the facility cash collection has dropped from 98% to 95% from the last two months. (Accounts Receivable Report - Attachment II)

F. Human resources representative visited at my request due to potential wage and hour lawsuit and while interviewing 6 C.N.A's, 5 of the 6 C.N.A.s, did not know where the schedule was kept and indicated that they do not take their breaks because they are too busy. Administrator informed me that he had a handle on this situation and I have constantly expressed to him how important this is due to a potential lawsuit. I am still waiting on an in-service to be done by the Administrator on lunch breaks and the necessity to take breaks and an action plan along with a response to the March 25 report. The action plan is to be forwarded to the Human resources representative also. (Human resources report - Attachment III)

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Planning & Organization, Leadership

While Administrator was on vacation, I received concerns from several staff members that they felt the facility was going downhill due to the lack of leadership, morale and organization. I asked for more specific information and was told that Administrator does not arrive at the facility until 9:30 am or 10 am and sometimes later. Therefore, stand up does not begin until then and lasts over an hour. Workers are concerned they cannot get their work done due to such long stand-up meetings. Also, they indicated that Administrator and DON spend a lot of time in each other's office and hardly visible on the floor.

Management of Labor & Overtime

Facility always maintains between 1% -2% hours of overtime and since change in Administration is now averaging 6%-7% hours of overtime each month. It is understandable that overtime is needed to fill nursing positions, However, there is a lot of non-nursing overtime and unnecessary overtime Administrator has not been able to present to me with an answer as to why there is non-nursing overtime. Administrator is also not aware why Medical Records Dept. has three individuals when forecast is for two individuals only.

Due to the above and the unsatisfactory performance as Administrator of CNRC, you are placed on probation and your introductory period per handbook is being extended for an additional 90 days until July 7, 2015, Failure to meet and sustain performance and behavior may lead to further disciplinary action, especially to/or including termination'

I understand California Nursing & Rehab is an "at will" employer meaning that my employment has no specified term and that the employment relationship may be terminated anytime and at the will of the either party with or without cause or notice

Jeff, I wish you much success in improving your job performance in the above identified areas and am willing to work with you in order for you to be a successful team player.

By signing below, I acknowledge that I have received and understand my supervisor and the company's expectations of me.

(Exhibit 9, 114-5-Client to 114-7-Client.)

35. Each of the allegations against JEFFREY ARONSON set forth in the April 7, 2015, letter from Melvin Daignault, Senior Vice President of ROCKPORT is false, highly mischaracterized, and/or taken completely out of context. Rather than being an accurate and bona fide performance evaluation, the April 7, 2015 email from Mr. Daignault was nothing more than manufactured pretext and DEFENDANTS' attempt to create a false record to later justify the future retaliatory and discriminatory termination of JEFFREY ARONSON.

1 36. Similarly, on November 29, 2016, Jonathan Weiss sent JEFFREY ARONSON a
2 document entitled "Record of Conversation" which falsely asserted that JEFFREY ARONSON
3 needed "to better protect the facility when dealing with HR issues and employee terminations."
4 Attached hereto as Exhibit 10 is a true and correct copy of that document. Rather than being an
5 accurate and bona fide performance evaluation, the November 29, 2016 letter from Jonathan Weiss
6 was nothing more than manufactured pretext and DEFENDANTS' attempt to create a false record to
7 later justify the future retaliatory and discriminatory termination of JEFFREY ARONSON.

8 37. The final false basis for JEFFREY ARONSON'S retaliatory and discriminatory
9 termination was the state survey findings relating to Desert Springs over which JEFFREY ARONSON
10 had no control and could not have prevented due to, among other things, the inadequate number of
11 staff at Desert Springs mandated by the DEFENDANTS. On or about March 14, 2017, the state began
12 to conduct a survey of Desert Springs which resulted in the state issuing four Immediate Jeopardy (IJ)
13 citations¹ to Desert Springs which JEFFREY ARONSON could not have prevented due to the
14 DEFENDANTS' complete control over the level of staffing at Desert Springs and DEFENDANTS'
15 mandate that Desert Springs not maintain a sufficient number of staff to decrease costs and increase
16 profits, but which JEFFREY ARONSON caused to have immediately removed by the state.
17 Specifically, in the state survey beginning on or about March 14, 2017, and exiting on or about March
18 21, 2017, the state issued Desert Springs four IJ citations. Thereafter, JEFFREY ARONSON almost
19 immediately proved to the state surveyors that the four IJ citations were not warranted and should be
20 lifted, and the state lifted two of the citations on or about March 20, 2017, and lifted the other two on
21 or about March 23, 2017.

22 38. JEFFREY ARONSON could not have prevented the issuance of the four IJ citations
23 and DEFENDANTS knew or should have known that JEFFREY ARONSON could not have
24 prevented the 4 IJ citations. JEFFREY ARONSON could not have prevented the issuance of the four
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26 ¹ "Immediate Jeopardy" is defined as "a situation in which the provider's noncompliance with one or
27 more requirements of participation has caused, or is likely to cause, serious injury, harm, impairment,
28 or death to a resident." 42 C.F.R. §489.3.

1 IJ citations because he had no control over the number of nursing staff at Desert Springs, which
2 DEFENDANTS completely controlled and mandated an inadequate number of nursing staff. In
3 addition, JEFFREY ARONSON could not have prevented the issuance of the four IJ citations because
4 of the interference of ROCKPORT ADMINISTRATIVE SERVICES, LLC officers and consultants
5 who interfered with and delayed writing action plans and/or approving action plans written by
6 JEFFREY ARONSON.

7 39. Notwithstanding the foregoing, through the industry, effort, and expertise of JEFFREY
8 ARONSON, the four IJ citations were almost immediately lifted by the state on or about March 20,
9 2017, and March 23, 2017. The lifting of IJ citations that quickly is extremely rare and is due to the
10 expertise of JEFFREY ARONSON. Nevertheless, DEFENDANTS used the issuance of the IJs as a
11 false pretext to terminate JEFFREY ARONSON, at least in part because Budgie Amparo, the Vice
12 President of Clinical Operations for ROCKPORT ADMINISTRATIVE SERVICES, LLC, and
13 Jonathan Weiss had failed to keep Vince Hambright, the Chief Executive Officer of ROCKPORT
14 ADMINISTRATIVE SERVICES, LLC, informed of the survey investigation involving Desert
15 Springs. That is, Budgie Amparo and Jonathan Weiss used JEFFREY ARONSON as a scapegoat for
16 their failures to keep their superior, Vince Hambright apprised of the survey involving Desert Springs.

17 40. On or about March 27, 2017, JEFFREY ARONSON met in person with Jonathan
18 Weiss at a Starbucks in Palm Springs whereat Jonathan Weiss terminated JEFFREY ARONSON's
19 employment with the DEFENDANTS. During their meeting, Jonathan Weiss used the issuance of the
20 four IJs as pretext to terminate JEFFREY ARONSON as alleged hereinabove. In addition, Jonathan
21 Weiss also used as false pretext that in the previous state survey, CNRC was found to be below 3.2
22 NHPPD for one day. But Jonathan Weiss had previously indicated to JEFFREY ARONSON that that
23 minor issue had been overcome at least in part because JEFFREY ARONSON had terminated
24 CNRC's Director of Staff Development at least in part to correct the issue. In addition, JEFFREY
25 ARONSON did not have any control over the level of staffing at CNRC, which was controlled by
26 Jonathan Weiss on behalf of the DEFENDANTS, who had cut the level of staff at CNRC back in May
27 2016. Because the DEFENDANTS had full control over, and dictated, the level of staffing at CNRC,
28 the DEFENDANTS used the fact that CNRC had been below 3.2 NHPPD for one day as false

1 pretense to terminate JEFFREY ARONSON.

2 41. In reality, JEFFREY ARONSON was not terminated for any of the manufactured and
3 false reasons set forth above, but rather as a retaliatory measure for his whistleblowing as more fully
4 alleged above and as a discriminatory measure due to the fact that JEFFREY ARONSON is a
5 Christian and not Jewish. That JEFFREY ARONSON is a practicing Seventh Day Adventist, a
6 Christian denomination. JEFFREY ARONSON'S termination was discriminatory in that it was at
7 least in part a result of the fact that JEFFREY ARONSON is Christian and not Jewish. JEFFREY
8 ARONSON is aware of multiple other administrators of DEFENDANTS' facilities who are of the
9 Jewish faith that received similar or worse facility survey results than those received by JEFFREY
10 ARONSON'S facilities and who have had worse performance reviews, worse performing facilities
11 both quality of care-wise and financial performance-wise, but nevertheless have not been terminated
12 by the DEFENDANTS due to the fact that they are Jewish. Had JEFFREY ARONSON been Jewish
13 instead of Christian, the DEFENDANTS would not have terminated him.

14 **D. Defendants' Final Paycheck To Jeffrey Aronson Was Returned By The Bank As**
15 **Not Authorized**

16 42. Adding insult to injury, on top of wrongfully terminating JEFFREY ARONSON,
17 DEFENDANTS also provided JEFFREY ARONSON with a bad check upon his termination.

18 43. On or about March 24, 2017, the DEFENDANTS issued JEFFREY ARONSON a
19 check in the amount of \$6,170.85. (Exhibit 11.) On April 6, 2017, JEFFREY ARONSON received
20 notice from his bank that the check DEFENDANTS had issued to him was "Not Authorized" and
21 therefore JEFFREY ARONSON'S bank subtracted the funds from JEFFREY ARONSON'S account
22 and charged JEFFREY ARONSON a returned-check fee. (Exhibit 11.)

23 **ALTER EGO ALLEGATIONS**

24 44. The entity and individual DEFENDANTS set forth hereinabove fail to recognize the
25 uniqueness and independence of each of the DEFENDANTS. That at all times relevant hereto there
26 was a such a unity of interest and ownership between the DEFENDANTS such that the individual
27 distinctions between them had ceased and that the facts as alleged herein are such that an adherence to
28 the fiction of the separate existence of the DEFENDANTS as employers of JEFFREY ARONSON

1 would, under the particular circumstances alleged herein, sanction a fraud and/or promote injustice.

2 45. That there exists a "Professional Services Agreement" between Defendant
3 ROCKPORT ADMINISTRATIVE SERVICES, LLC and both CNRC, LLC and INDIO
4 HEALTHCARE & WELLNESS CENTER, LLC (hereinafter CNRC, LLC and INDIO
5 HEALTHCARE & WELLNESS CENTER, LLC shall be referred to collectively as the
6 "LICENSEES") and/or the other DEFENDANTS which defines the terms and conditions of
7 SHLOMO RECHNITZ; ROCKPORT ADMINISTRATIVE SERVICES, LLC's (hereinafter these
8 three defendants will be referred to collectively as the "MANAGEMENT DEFENDANTS") total and
9 complete control of the operations of each of the LICENSEES.

10 46. The MANAGEMENT DEFENDANTS deliberately drained the LICENSEES of assets
11 that should have been utilized to provide adequate staffing and sufficient resident care. That is, the
12 MANAGEMENT DEFENDANTS directed the LICENSEES to fraudulently transfer assets to the
13 MANAGEMENT DEFENDANTS for no and/or inadequate consideration in that the
14 MANAGEMENT DEFENDANTS performed virtually no services for the LICENSEES in return for
15 the payments. Following these fraudulent transfers, the LICENSEES were essentially empty shells.
16 This siphoning off of corporate assets to benefit the MANAGEMENT DEFENDANTS and their
17 owners and officers constitutes bad faith conduct such that it would be inequitable to recognize the
18 separate corporate forms of the LICENSEES and the MANAGEMENT DEFENDANTS. That if these
19 fraudulent and bad faith actions of siphoning off funds are treated as either the acts of each
20 LICENSEE alone or the MANAGEMENT DEFENDANTS alone, an inequitable result will follow.

21 47. That there is such a unity of interest and ownership between and among the
22 MANAGEMENT DEFENDANTS and the LICENSEES that many of the officers and directors of the
23 LICENSEES are also officers and directors of the MANAGEMENT DEFENDANTS and vice versa.
24 That there is such a unity of interest between and among the DEFENDANTS that the management of
25 the LICENSEES is intermingled between the DEFENDANTS with virtually no distinction between
26 each of the DEFENDANTS. For example, on January 2, 2015, Hanh Ta, Senior Compliance
27 Consultant at The Compliance Institute sent an email to JEFFREY ARONSON and Melvin Daignault,
28 Senior Vice President – Process Improvement at ROCKPORT ADMINISTRATIVE SERVICES, LLC

1 wherein it is indicated that Melvin Daignault is a member of the governing board of CNRC. (Exhibit
2 12, 113-109-Client to 113-114-Client.)

3 48. On January 7, 2015, JEFFREY ARONSON sent an email to Alain Kuppermann
4 wherein he reported that a new Director of Nursing for California Nursing & Rehabilitation Center
5 had been hired. (Exhibit 13, 113-173-Client.)

6 49. On January 8, 2015, Tammy Pirhekayati, Chief Clinical Officer of ROCKPORT
7 ADMINISTRATIVE SERVICES, LLC sent an email to all ROCKPORT ADMINISTRATIVE
8 SERVICES, LLC facility administrators including JEFFREY ARONSON informing administrators
9 that a contractor of ROCKPORT ADMINISTRATIVE SERVICES, LLC would be conducting the
10 skills competency reviews of all Medical Records Designees of each of the facilities. (Exhibit 14, 113-
11 323-Client to 113-324-Client.) Tellingly, SHLOMO RECHNITZ and Alain Kuppermann were copied
12 on this email. (Exhibit 14.)

13 50. On January 13, 2015, at 2:30 p.m., Tammy Pirhekayati, Chief Clinical Officer of
14 ROCKPORT ADMINISTRATIVE SERVICES, LLC sent an email to all Rockport facility
15 administrators including JEFFREY ARONSON which attached a memo from Dr. David Silver,
16 Corporate Medical Director and directed the administrators to circulate the memo to all physicians and
17 review the memo at each facility's CQI Steering Committee. (Exhibit 15, 113-326-Client to 113-328-
18 Client)

19 51. In an email dated January 14, 2015, Melvin Daignault, the Senior Vice President –
20 Process Improvement of ROCKPORT ADMINISTRATIVE SERVICES, LLC, sent the following
21 email:

22 Hi Everybody:
23 I want to inform you that John Black is no longer the Administrator at
24 CNRC and will be transferring to another Rockport facility in the
25 very near future and want to express my sincere appreciation for
26 John's efforts and dedication while being the Administrator for
27 CNRC for the past two years. Effective Monday, January 12, 2014
28 Jeffrey Aronson is the new Administrator of CNRC. Jeffrey has
several years of experience in the Palm Springs area and welcome
him to the Rockport Team.
Thanks.
Melvin

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Melvin Daignault
Senior Vice President-Process Improvement

(Exhibit 16.)

52. On March 13, 2017, Kathy Raizman, the Senior Vice President of Rehabilitation Services for ROCKPORT ADMINISTRATIVE SERVICES, LLC sent the following email:

Dear Administrators and VPO's,
Since 2012, we have held our rehab provider's to extremely competitive pricing. As with many of our vendors, we have had to adjust our rates based on changes in the healthcare environment, and market driven wage increases. Our rehab providers have reached the point where the current global pricing is not sustainable. As a company wide initiative, we have agreed to an increase which will be effective March 1, 2017 for the entire organization. Rest assured, the increase is still competitively below market, and is only possible due to the volume we offer our two primary rehab providers. Additionally, these adjustments have already been accounted for in your 2017 forecasts.

(Exhibit 17, 113-332-Client to 113-333-Client.)

53. ROCKPORT ADMINISTRATIVE SERVICES, LLC's direct control over the operations of the FACILITIES is further exemplified by the "Rockport Healthcare Services Facility Operations" organizational chart, which indicates that ROCKPORT ADMINISTRATIVE SERVICES, LLC, by and through its officers named hereinabove, exert direct operational and managerial control over the FACILITIES. (Exhibit 18, 114-3-Client.)

FIRST CAUSE OF ACTION
TERMINATION, RETALIATION AND OTHER CONDUCT IN VIOLATION OF
CALIFORNIA LABOR CODE§ 1102.5 against All Defendants

54. JEFFREY ARONSON repeats and incorporates by reference each and every allegation contained hereinabove, as if set forth here in full.

55. In doing the things herein alleged, and as otherwise will be proven at trial, DEFENDANTS, and each of them, violated Labor Code§ 1102.5, which provides, in part, that:

(a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

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(b) An employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

(c) An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

(d) An employer may not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment.

56. That SHLOMO RECHNITZ had authority over JEFFREY ARONSON in that SHLOMO RECHNITZ was empowered to terminate JEFFREY ARONSON'S employment and/or discipline JEFFREY ARONSON.

57. That JEFFREY ARONSON'S April 3, 2015 email to SHLOMO RECHNITZ constituted a "complaint" or "grievance" for purposes of, and as defined by, Health & Safety Code §1432.

58. That JEFFREY ARONSON had reasonable cause to believe that the information contained in his April 3, 2015 email to SHLOMO RECHNITZ disclosed a violation of a state or federal statute or a violation of or noncompliance with a local, state, or federal rule or regulation, including but not limited to Health & Safety Code §1276.5 and Title 22 California Code of Regulations §72329.1.

59. That both Cheryl Martinez and Jonathan Weiss each are a person with authority over JEFFREY ARONSON for purposes of, and as defined by, California Labor Code §1102.5.

60. That JEFFREY ARONSON'S August 31, 2015 email to Cheryl Martinez and Jonathan Weiss constituted a "complaint" or "grievance" for purposes of, and as defined by, Health & Safety Code §1432.

61. That JEFFREY ARONSON had reasonable cause to believe, and did believe, that the information contained in his August 31, 2015 email to Cheryl Martinez and Jonathan Weiss disclosed violations of state or federal statutes, or violations of or noncompliance with local, state, or federal rules or regulations, including but not limited to Labor Code provisions and applicable regulations

1 governing the payment of overtime compensation to employees.

2 62. By terminating JEFFREY ARONSON in retaliation for JEFFREY ARONSON
3 complaining to SHLOMO RECHNITZ, Cheryl Marinez, and Jonathan Weiss of the DEFENDANTS
4 violation of staffing statutes and regulations and overtime compensation statutes and regulations,
5 DEFENDANTS violated Labor Code§ 1102.5.

6 63. As a direct and proximate result of defendant's conduct, JEFFREY ARONSON has
7 suffered damages, including, but not limited to, lost past and future wages and benefits and mental
8 anguish and emotional suffering, all in an amount to be proven at trial and in excess of the
9 jurisdictional minimum of this court.

10 64. In doing the things herein alleged, defendants were guilty of oppression, fraud and
11 malice in that they, among other things, acted with a willful and conscious disregard for JEFFREY
12 ARONSON'S rights, insofar as the things alleged were attributable to other employees of
13 DEFENDANTS, said employees were employed by DEFENDANTS with advance knowledge of the
14 unfitness of the employees and/or they were employed with a conscious disregard for the rights of
15 others and/or DEFENDANTS authorized or ratified the wrongful conduct and/or there was advance
16 knowledge, conscious disregard, authorization, ratification or act of oppression, fraud or malice on the
17 part of an officer, director or managing agent of DEFENDANTS all entitling JEFFREY ARONSON
18 to the recovery of exemplary and punitive damages.

19 **SECOND CAUSE OF ACTION**
20 **[WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY Against All**
21 **Defendants]**

22 65. JEFFREY ARONSON hereby incorporates the allegations asserted hereinabove as
23 though set forth below.

24 66. That DEFENDANTS terminated JEFFREY ARONSON at least in part because
25 JEFFREY ARONSON is a Christian and not of the Jewish faith.

26 67. The above-described conduct of DEFENDANTS constitutes the wrongful termination
27 of JEFFREY ARONSON in violation of public policy in that such termination is expressly prohibited
28 by Article I, Section 8 of the California Constitution, which states that "[a] person may not be
disqualified from entering or pursuing a business, profession, vocation or employment because of sex,

1 race, creed, color or national or ethnic origin.”

2 68. The above-described conduct of DEFENDANTS constitutes the wrongful termination
3 of JEFFREY ARONSON in violation of public policy in that such termination is expressly prohibited
4 by Title VII of the Civil Rights Act of 1964 which states in relevant part: “It shall be an unlawful
5 employment practice for an employer ... to fail or refuse to hire or to discharge any individual, or
6 otherwise to discriminate against any individual with respect to his compensation, terms, conditions,
7 or privileges of employment, because of such individual's race, color, religion, sex, or national origin
8 ...” 42 USC § 2000e-2(a)(1)

9 69. As a result of defendants' wrongful termination of him, JEFFREY ARONSON has
10 suffered and continues to suffer damages, in the form of lost wages and other employment benefits,
11 and severe emotional and physical distress, the exact amount of which will be proven at trial.

12 70. Defendants and each of them acted for the purpose of causing JEFFREY ARONSON
13 to suffer financial loss and severe emotional distress and physical distress and are guilty of oppression
14 and malice, justifying an award of exemplary and punitive damages.

15 **THIRD CAUSE OF ACTION**
16 **BREACH OF CONTRACT Against All Defendants**

17 71. JEFFREY ARONSON hereby incorporates the allegations asserted in each of the
18 paragraphs hereinabove as though set forth at length below.

19 72. That on or about December 29, 2014, JEFFREY ARONSON entered into a written
20 employment agreement with the DEFENDANTS. That this employment agreement between
21 JEFFREY ARONSON and the DEFENDANTS required good cause for the DEFENDANTS to
22 terminate JEFFREY ARONSON and under this employment agreement, DEFENDANTS had no right
23 to terminate JEFFREY ARONSON at will or without cause.

24 73. That on or about December 29, 2014, JEFFREY ARONSON and the DEFENDANTS
25 entered into an express agreement that JEFFREY ARONSON'S employment with the
26 DEFENDANTS would not be at-will employment and constituted an agreement between JEFFREY
27 ARONSON and the DEFENDANTS to limit the DEFENDANTS' power to terminate JEFFREY
28

1 ARONSON.

2 74. That the employment agreement entered into between JEFFREY ARONSON and the
3 DEFENDANTS expressly specified the length of employment of JEFFREY ARONSON was for five
4 years. That this employment agreement for a specified term limited the DEFENDANTS' right to
5 discharge JEFFREY ARONSON within that time period of five years other than for good cause.

6 75. That at all relevant times hereto, JEFFREY ARONSON did not willfully breach any of
7 his duties as an employee of DEFENDANTS. That at all times relevant hereto, JEFFREY ARONSON
8 did not habitually neglect his duties as an employee of the DEFENDANTS. That at all relevant times
9 hereto, JEFFREY ARONSON did not have any incapacity to perform his duties as an employee of the
10 DEFENDANTS, and did perform his duties as an employee of the DEFENDANTS.

11 76. JEFFREY ARONSON duly performed all conditions, covenants and promises under
12 the agreement to be performed on his part. JEFFREY ARONSON has at all times been ready, willing
13 and able to perform all of the conditions of the agreement to be performed by him.

14 77. As a result of the above-described conduct, DEFENDANTS breached their agreement
15 with JEFFREY ARONSON by wrongfully terminating him without good cause, prior to the expiration
16 of the employment term of five years, and for retaliatory and discriminatory reasons.

17 78. As a result of DEEFENDANTS' breach of contract, JEFFREY ARONSON has
18 suffered and continues to suffer damages, in the form of lost wages and other employment benefits,
19 the exact amount of which will be proven at trial.

20 **FOURTH CAUSE OF ACTION**
21 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
22 **[By JEFFREY ARONSON Against All Defendants]**

23 79. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
24 allegations contained in this complaint, and incorporates them by reference into this cause of action as
25 though fully set forth herein, excepting those allegations which are inconsistent with this cause of
26 action.

27 80. On or about December 29, 2014, JEFFREY ARONSON and the DEFENDANTS
28 entered into a written employment agreement as more fully alleged hereinabove. The agreement
between JEFFREY ARONSON and the DEFENDANTS contained an implied covenant of good faith

1 and fair dealing, which obligated DEFENDANTS to perform the terms and conditions of the
2 agreement fairly and in good faith and to refrain from doing any act that would deprive JEFFREY
3 ARONSON of the benefits of the agreement.

4 81. JEFFREY ARONSON has performed all conditions, covenants and promises required
5 on his part to be performed in accordance with the terms and conditions of the agreement.

6 82. JEFFREY ARONSON is informed and believes, and thereon alleges, that
7 DEFENDANTS knew JEFFREY ARONSON had fulfilled, and was ready, willing and able to
8 continue to fulfill all of his duties and conditions under the agreement.

9 83. DEFENDANTS breached the implied covenant of good faith and fair dealing under the
10 agreement by terminating JEFFREY ARONSON without good cause and for retaliatory and
11 discriminatory reasons as more fully alleged hereinabove.

12 84. As a direct, foreseeable and proximate result of DEFENDANTS' breach of the implied
13 covenant, JEFFREY ARONSON has suffered and sustained damages in an amount according to
14 proof.

15 **FIFTH CAUSE OF ACTION**
16 **[VIOLATION OF BUSINESS & PROFESSIONS CODE §§17200 Against All Defendants]**

17 85. JEFFREY ARONSON refers to, and incorporate herein by this reference, all
18 paragraphs alleged hereinabove as though fully set forth herein.

19 86. That in unlawfully terminating JEFFREY ARONSON, the DEFENDANTS violated,
20 without limitation to that adduced through the discovery process, Labor Code §1102.5, Health &
21 Safety Code §1432, 42 U.S.C. §2000e-2(a)(1), and Article I, Section 8 of the California Constitution.

22 87. These practices constitute unfair, unlawful and fraudulent business practices within the
23 meaning of *Business and Professions Code* §§17200, et seq.

24 **SIXTH CAUSE OF ACTION**
25 **(Intentional Infliction of Emotional Distress Against All Defendants)**

26 88. As a separate and distinct cause of action, JEFFREY ARONSON complains and
27 realleges all of the allegations contained in this complaint, and incorporates them by reference into
28 this cause of action as though fully set forth herein, excepting those allegations which are inconsistent

1 with this cause of action.

2 89. DEFENDANTS engaged in outrageous conduct towards JEFFREY ARONSON with
3 the intention to cause, or with reckless disregard for the probability of causing, JEFFREY ARONSON
4 to suffer severe emotional distress, and with wanton and reckless disregard for the injurious result to
5 JEFFREY ARONSON, as set forth hereinabove. The conduct set forth hereinabove was extreme and
6 outrageous and an abuse of the authority and position of DEFENDANTS. The above-described
7 conduct was intended to cause severe emotional distress, or was done in conscious disregard of the
8 probability of causing such distress. This conduct exceeded the inherent risks of employment and was
9 not the sort of conduct normally expected from an employer.

10 90. As a direct and proximate result of DEFENDANTS' unlawful conduct, JEFFREY
11 ARONSON has sustained and continues to sustain pain and suffering, extreme and severe mental
12 anguish and emotional distress; and JEFFREY ARONSON has suffered and continues to suffer a loss
13 of earnings and other employment benefits. JEFFREY ARONSON is thereby entitled to general and
14 compensatory damages in amounts to be proven at trial.

15 91. JEFFREY ARONSON is informed and believes and thereon alleges that Defendant and
16 its managing agents, managers, officers, and/or directors committed the acts alleged herein
17 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring JEFFREY
18 ARONSON, and acted with an improper and evil motive amounting to malice or oppression, and in
19 conscious disregard of JEFFREY ARONSON'S rights.

20 **SEVENTH CAUSE OF ACTION**

21 **(California Wage Payment Provisions, Cal. Labor Code §§ 201, 202, & 203,**
22 **Against All Defendants)**

23 92. JEFFREY ARONSON re-alleges and incorporates by reference all allegations in all
24 preceding paragraphs.

25 93. California Labor Code sections 201 and 202 require DEFENDANTS to pay their
26 employees all wages due within the time specified by law. California Labor Code section 203
27 provides that if an employer willfully fails to timely pay such wages, the employer must continue to
28 pay the subject employees' wages until the back wages are paid in full or an action is commenced, up

1 to a maximum of thirty days of wages.

2 94. California Labor Code §201(a) requires an employer who discharges an employee to
3 immediately pay all compensation due and owing.

4 95. DEFENDANTS unlawfully terminated JEFFREY ARONSON on or about March 27,
5 2017. On or about March 24, 2017, the DEFENDANTS issued JEFFREY ARONSON a check in the
6 amount of \$6,170.85. On April 6, 2017, JEFFREY ARONSON received notice from his bank that the
7 check DEFENDANTS had issued to him was "Not Authorized" and therefore JEFFREY
8 ARONSON'S bank subtracted the funds from JEFFREY ARONSON'S account and charged
9 JEFFREY ARONSON a returned-check fee.

10 96. JEFFREY ARONSON ceased his employment with DEFENDANTS on or about
11 March 27, 2017, but DEFENDANTS willfully failed and refused to pay without abatement or
12 deduction all compensation due and owing to JEFFREY ARONSON as more fully alleged
13 hereinabove. JEFFREY ARONSON ceased his employment with Defendants and is entitled to unpaid
14 compensation, but to date has not received such compensation.

15 97. More than thirty days has passed since JEFFREY ARONSON left DEFENDANTS'
16 employ.

17 98. As a consequence of DEFENDANTS' willful conduct in not paying compensation for
18 all hours worked upon termination, JEFFREY ARONSON is entitled to thirty days' wages under
19 Labor Code section 203, together with interest thereon and attorneys' fees and costs.

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WHEREFORE, JEFFREY ARONSON prays for judgment and damages as follows:

1. For compensatory damages according to proof and prejudgment interest thereon to the extent allowable by law;
2. For exemplary and punitive damages according to proof;
3. For attorney fees on the first and second causes of action;
4. For costs of suit; and
5. For such other and further relief as the court may deem proper.

DATED: September 25, 2017

GARCIA, ARTIGLIERE & MEDBY



By: _____

Stephen M. Garcia
Attorneys for Plaintiff

Exhibit 1

From: Shlomo Rechnitz
To: jlainc98
Sent: Mon, Dec 22, 2014 4:53 pm
Subject: Call back

Hey Jeff,
Can you call me on my cell. 213 923 1195

Shlomo

Sent from my iPad

Exhibit 2

From: ghc27@aol.com
To: jlainc98@aol.com
Sent: 12/22/2014 5:53:07 P.M. Pacific Daylight Time
Subj: Call back
Hey Jeff,
Can you call me on my cell. 213 923 1195

Shlomo

Sent from my iPad

Exhibit 3

From: kuppermann@gmail.com
To: jlainc98@aol.com
Sent: 12/22/2014 5:25:44 P.M. Pacific Daylight Time
Subj: CNRC_Offer Letter
Dear Jefferey,

Kindly find attached an offer letter per the terms discussed. Please feel free to contact me with any questions.

Best regards,

Alain Kuppermann, Esq.
5900 Wilshire Boulevard, Suite 1600 | Los Angeles | California | 90036
T: 323.924.8850 | F: 323.370.6752

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CALIFORNIA NURSING & REHABILITATION CENTER

December 22, 2014

Dear Mr. Jefferey Aronson,

This offer letter will serve as written confirmation of the offer that has been made to you to join California Nursing & Rehabilitation Center ("CNRC") in your new position as Administrator. In this new role, you will report directly to Rockport Healthcare Services management.

Your first day will be on or about January 2, 2015. Your base salary will be \$150,000 per annum, which will be paid in accordance with the company's normal payroll practices.

As a new employee, you will be entitled to a benefits package including health, dental, and vision insurance, covered at up to \$500/month. You will be eligible as of your hire date.

You will be entitled to an increase of 4 additional days vacation time per annum from what you accrue in your current position and the same sick pay per annum as you accrue at your current position, as of your hire date.

Other important terms and conditions of employment are contained in the Employee Handbook which will be provided to you on or about your first day of employment.

Your signature on the return copy of this letter will verify your acceptance of the assignment. Please email me a signed copy of the offer letter.

As is the case with all employees, your employment is "at will." However, other than CNRC terminating you for cause prior to the 5 year anniversary of your hire date, you will be guaranteed employment with CNRC or any of its affiliates at your current base salary for 5 years from your hire date.

Mr. Aaronson, we look forward to your contributions in this new role. I can be reached at 323.924.8850 if you have any questions. Thank you.

Sincerely,

Alain Kuppermann



ACKNOWLEDGEMENT:

I acknowledge and accept these terms of employment with the understanding that the offer and acceptance is not an employment contract, express or implied, between the employer and myself. The employer and I each have the right to terminate employment, with or without cause.

Jefferey Aronson

Date

Alain Kuppermann

Date

Exhibit 4

From: Jeff
To: Shlomo Rechnitz
Sent: Thu, Dec 25, 2014 11:11 pm
Subject: Re: Details of Employment Offer

Shlomo,

I just opened this. We have had family and friends over here most of the day and are still playing games with my folks. Thank you for considering and accepting some of my offer...as I continue to say, I feel honored to be a part of your team. I will look for contract and start my resignation letter. Thank you for believing in me and giving myself and my family this opportunity. I am excited for what the future holds and we will NOT let you down.

Thank you again Shlomo.

Jeff

Sent from my iPhone

On Dec 25, 2014, at 5:44 PM, Shlomo Rechnitz <gnc27@aol.com> wrote:

> Dear Jeff,

> I trust you are a great Administrator and would add a lot of value to the team, however, as this is a business (and very unstable right now), there is so much we can afford. The deal I offered you is actually better than any administrator I've hired in the last 2 years. In our Company, there is always the potential for growth as if you have one building dialed in, you are eligible to get another one etc...that's when the possibility of profit sharing kicks in. I am willing to higher my offer to include \$1000 per month towards insurance, vacation at 3 weeks and a \$15,000 sign on bonus to help with your tuition.

> We'd love to have you come aboard, but if this is not the right time, we can keep the lines of communications open, and perhaps another opportunity will come up at a later date.

>

> Best Regards,

>

> Shlomo

>

> Sent from my iPad

>

>> On Dec 23, 2014, at 7:08 PM, Jeff <jlainc98@aol.com> wrote:

>>

>> Shlomo,

>>

>> As I mentioned earlier of my endeavors, I am not your average "employee minded" individual...I think outside the box and I am excited to help grow your company, starting with putting CNRC back on the track you intended. Had you asked me Sunday, my numbers would have started higher than I am going to give you right now, as you said, "what I believe is fair." Also, consider this, I do not believe you will find another administrator/operator like myself. I am honest, loyal, I do what it takes to get job done, forward thinker, and enthusiastic about this opportunity. So I feel I am worth a lot more, but this will be fair and will certainly help myself and my family.

>>

>> Base - \$175K + Profit Sharing

>> Benefits - Paid for myself and family

>> Vacation - 3wks to start w/additional week each year to max

>> Car Allowance - \$500/mo

>> Sign-On Bonus - \$25K which I believe out of possible \$36K would be my bonus this year

>>

>> I believe this will give me the entitlement I deserve to make things happen in your company starting with CNRC.

>> I look forward to your call,

Exhibit 5

From: Jeff
To: Shlomo Rechnitz
Sent: Thu, Dec 25, 2014 11:15 pm
Subject: Re: Details of Employment Offer

I forgot Shlomo...thank you for the BEST Christmas present I received...talk soon, Jeff

Sent from my iPhone

On Dec 25, 2014, at 5:44 PM, Shlomo Rechnitz <ghec27@aol.com> wrote:

> Dear Jeff,
> I trust you are a great Administrator and would add a lot of value to the team, however, as this is a business (and very unstable right now), there is so much we can afford. The deal I offered you is actually better than any administrator I've hired in the last 2 years. In our Company, there is always the potential for growth as if you have one building dialed in, you are eligible to get another one etc...that's when the possibility of profit sharing kicks in. I am willing to higher my offer to include \$1000 per month towards insurance, vacation at 3 weeks and a \$15,000 sign on bonus to help with your tuition.
> We'd love to have you come aboard, but if this is not the right time, we can keep the lines of communications open, and perhaps another opportunity will come up at a later date.

>
> Best Regards,

> Shlomo

> Sent from my iPad

>> On Dec 23, 2014, at 7:08 PM, Jeff <jlainc98@aol.com> wrote:

>>

>> Shlomo,

>>

>> As I mentioned earlier of my endeavors, I am not your average "employee minded" individual...I think outside the box and I am excited to help grow your company, starting with putting CNRC back on the track you intended. Had you asked me Sunday, my numbers would have started higher than I am going to give you right now, as you said, "what I believe is fair." Also, consider this, I do not believe you will find another administrator/operator like myself. I am honest, loyal, I do what it takes to get job done, forward thinker, and enthusiastic about this opportunity. So I feel I am worth a lot more, but this will be fair and will certainly help myself and my family.

>>

>> Base - \$175K + Profit Sharing

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>> Sign-On Bonus - \$25K which I believe out of possible \$36K would be my bonus this year

>>

>> I believe this will give me the entitlement I deserve to make things happen in your company starting with CNRC.

>> I look forward to your call,

>> Jeff

>>

>>

>> Sent from my iPhone

Exhibit 6

CALIFORNIA NURSING & REHABILITATION CENTER

December 29, 2014

Dear Mr. Jefferey Aronson,

This offer letter will serve as written confirmation of the offer that has been made to you to join California Nursing & Rehabilitation Center ("CNRC") in your new position as Administrator. In this new role, you will report directly to Rockport Healthcare Services management.

Your first day will be on or about January 2, 2015. Your base salary will be \$150,000 per annum, which will be paid in accordance with the company's normal payroll practices. You will also be entitled to a one-time sign-on bonus of \$15,000 on your hire date.

As a new employee, you will be entitled to a benefits package including health, dental, and vision insurance, covered at up to \$1000/month. You will be eligible as of your hire date.

You will be entitled to 3 weeks of vacation time per annum and the same sick pay per annum as you accrue at your current position, as of your hire date.

Other important terms and conditions of employment are contained in the Employee Handbook which will be provided to you on or about your first day of employment.

Your signature on the return copy of this letter will verify your acceptance of the assignment. Please email me a signed copy of the offer letter.

As is the case with all employees, your employment is "at will." However, other than CNRC terminating you for cause prior to the 5 year anniversary of your hire date, you will be guaranteed employment with CNRC or any of its affiliates at your current base salary for 5 years from your hire date.

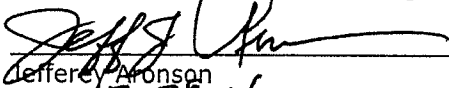
Mr. Aronson, we look forward to your contributions in this new role. I can be reached at 323.924.8850 if you have any questions. Thank you.

Sincerely,

Alain Kuppermann

.....
ACKNOWLEDGEMENT:

I acknowledge and accept these terms of employment with the understanding that the offer and acceptance is not an employment contract, express or implied, between the employer and myself. The employer and I each have the right to terminate employment, with or without cause.



Jefferey Aronson

Date

Alain Kuppermann

Date

Exhibit 7

Subj: **Forgot to mention...**
Date: 4/3/2015 3:22:41 P.M. Pacific Daylight Time
From: Administrator@californianursingrc.com
To: shlomo@shlomo.com

Shlomo,

Sorry I sent that email so late last night as it was a lot to proof read and process. Having said that, I failed to mention a few pertinent issues. One, I recently looked over the labor hour reports from Rockport (I am sure you have seen them) and they had this place running 3.77ppd and I believe in the high 3.6's for Jan. - Feb. this year. But these are not accurate Shlomo. I was told that the previous administrator was including CNA's that are working in other departments in the ppd. This has "inflated" the numbers and we were not close to that in regards to "direct" patient care. We have been aggressively hiring and orientating new staff and it will be fixed, but this is not good. We also had no nursing manual's in the building when we got here, so the question is: what were they referencing when addressing 2567's and writing their plans of correction? I saw Dr. Segel again this morning and asked him how we are doing and he said fine, no complaints that he has heard of. When I asked their "in house" Case Manager, she said things are fine, why? I mentioned that I had spoke with the owner and he had heard some rumblings about Quality of Care issues and perhaps some issues with Desert Oasis and Dr. Grauel in particular. She immediately said, "well Dr. Grauel didn't say anything or complain, he never does. But if the owner wants to hear a complaint, he can call Tracy Crump (RN Case Mgmt. Supervisor) or myself personally and we will tell him how Melvin has berated the both of us." Now let me be clear Shlomo, I was NOT soliciting "dirt" on Melvin, she "out of the blue" brought that up and I am quite familiar with the incident because Melvin was attacking Tracy in my office with me present. I played the game and did "damage control" when Melvin left because I have a good, trustworthy relationship with Oasis. Anyway, I wanted to ask you if I could implement a QAPI Program in this building that was developed by a mentor of mine who used to work for my father. He spent a lot of his own money and over 3 years developing this program that has been patented, and approved and blessed by CDPH. He has over 40 5-Star buildings with 0-2 deficiencies during their annual survey's, using this program. It runs \$385/month and I believe in him and his work so much, that if cost is an issue, the DON and I will pay for it. I have reviewed the program and it is amazing. Anyway, thank you for your time once again, and I look forward to hearing from you.

Thank you,
Jeff

I can do ALL things through Him who gives me strength!!!

Jeffrey J. Aronson
Administrator
California Nursing & Rehabilitation Center
2299 N. Indian Canyon Drive
Palm Springs, CA 92262
Tel: 760.325.2937
Fax: 760.325.4414

Exhibit 8

- o Up to 8 hours per day
- o Up to 40 hours per week
- Time and a half
 - o Over 8 hours per day
 - o Over 40 hours per week
- Double Time
 - o Over 12 hours per day
 - o Over 8 hours on a 7th day worked.

Below highlighted section is from the DOL website---

http://www.dir.ca.gov/dlse/faq_overtime.htm

1. One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and
Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek

If you have staff scheduled 3-11 and work the 11-7, will not get the OT because the end of day is 12:01 a.m. From 3-11p.m. and 11p.m.to 12:00 p.m., only 1 hour would be OT. From 12:01 a.m. to 7 or 7:30 a.m. would be regular hours. BUT if the employee continues to work for the 7 a.m. to 3 p.m. shift, there will be OT and DT. If the employee leaves BUT returns to work the 3-11 shift, there will be OT and DT.

Staff can call the State but the State will ask – “what is the company’s work schedule” – Sunday through Saturday and the end of day is 12:01 a.m. (as noted in the handbook).

From: Administrator - Desert Springs HC
Sent: Monday, August 31, 2015 4:18 PM
To: Cheryl Martinez
Cc: 'Jonathan Weiss'; Administrator - CNRC
Subject: OT Concerns at CNRC

Cheryl,

We are having an issue here at CNRC, according to AP/Payroll, ever since we switched to Kronos, Rockport is not paying OT for any hours worked on the PM (3-11) shift after midnight due falling on a "new" day.

My understanding is that OT is paid "per shift" not per day...and if an employee works more than 8hrs in any 24hr. period (after start of shift), then it is OT...more than 12hrs. then it is double time.

So to be clear, employee's working the PM Shift from 3-11PM and asked to work a double, are not getting any OT or Dbl. time after midnight. This is also going to create staffing issues as staff will not be willing to work doubles w/o OT.

My concern is these employee's came to me and asked that it be taken care of before

they call "the state." I think they meant Wage & Hour but nonetheless, this needs to be addressed

Thank you,
Jeff

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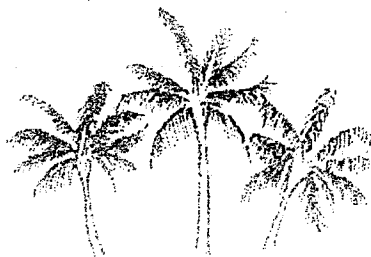
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For more information please visit <http://www.symanteccloud.com>

Thursday, April 13, 2017 AOL: Jlainc98



Exhibit 9



California Nursing and Rehabilitation Center

April 7, 2014

Mr. Jeffrey Aronson
Administrator
California Nursing & Rehabilitation Center
2299 Indian Canyon Drive
Palm Springs, CA 92262

RE: Disciplinary Action – Work Performance

Dear Jeff:

This is a very inclusive evaluation of your work performance as Administrator of CNRC since your hire date of January 12, 2015 and your introductory period which is the first 90 days of your employment per employee handbook.

The following standards of your performance are not being met and needs much improvement if you wish to continue your tenure as Administrator of CNRC.

Failure to follow instructions

Failure to inform supervisor, Melvin Daignault and ensure that clinical nurse consultant were notified of unusual occurrence that took place on March 29, 2015 and later was reported to the Dept. of Public Health on March 31, 2015. Employee was informed on date of hire when I had given him an orientation that the policy was that all issues involving Dept. of Public Health i.e., complaints, surveys and unusual occurrences that it was the Administrator who would be responsible to notify supervisor and the Director of Nursing to notify the clinical nurse consultant. I was not made aware of this incident until I spoke with the Asst. Director of Nursing on the evening of April 1, 2015 and she explained that the surveyor was in the facility to follow up on the incident. The Administrator put the facility at risk by late notification to the Dept. of Public Health which could result in a G and/or a B citation.

Insubordination/Conduct

- A. During my phone conversation on the morning of April 2, 2015, when I phoned Jeff to find out why he did not report the unusual occurrence to me and the clinical nurse consultant. He became very hostile and loud and said that in his employee offer letter it does not say that I am his supervisor and that he has to report to me. I informed him that it was understood by Mr.

2299 North Indian Canyon Drive
Palm Springs, California 92262
(760) 325-2937
Fax (760) 325-4414

Rechnitz that he would be reporting to me upon his hiring. I explained to him that he was out of line and told him I was not going to argue with him and ended the conversation.

Also, I have heard comments from the community that the Administrator has made statements indicating that he is not going to be micro-managed by me and that he does not need a "Boss" and has a one-to-one relationship with the owner. The comments are very unprofessional and lack character.

Cleanliness of Physical Plant-Facility

- B. Recent visit by clinical nurse consultant indicated that facility environmental sanitation was the worst she has seen in two years. She noted facility was dirty and full of clutter. (Clinical Report attached – Attachment I)

Leadership Skills

- C. IDT Process is not consistent as identified in clinical nurse consultant's report ?
- D. Clinical nurse consultant does not feel that the Director of Nursing is managing the nursing department and the responsibility is being delegated to the Asst. Director of Nursing. It is the responsibility of the DON to handle the communications with the Dept. of Public Health.
- E. Lack of follow through with accounts receivable which has been identified by Director of Accounts Receivable. Her concerns were there are no private follow up from the Administrator nor is he meeting with the business office to enforce private follow up and not meeting with the BOM to ensure timely follow up and/or billing going out timely with all pay types. Also, the facility cash collection has dropped from 98% to 95% from the last two months. (Accounts Receivable Report – Attachment II)
- F. Human resources representative visited at my request due to potential wage and hour lawsuit and while interviewing 6 C.N.A.'s, 5 of the 6 C.N.A.s, did not know where the schedule was kept and indicated that they do not take their breaks because they are too busy. Administrator informed me that he had a handle on this situation and I have constantly expressed to him how important this is due to a potential lawsuit. I am still waiting on an in-service to be done by the Administrator on lunch breaks and the necessity to take breaks and an action plan along with a response to the March 25 report. The action plan is to be forwarded to the Human resources representative also. (Human resources report – Attachment III)

Planning & Organization, Leadership

While Administrator was on vacation, I received concerns from several staff members that they felt the facility was going downhill due to the lack of leadership, morale and organization. I asked for more specific information and was told that Administrator does not arrive at the facility until 9:30 am or 10 am and sometimes later. Therefore, stand up does not begin until then and lasts over an hour. Workers are concerned they cannot get their work done due to such long stand-up meetings. Also, they indicated that Administrator and DON spend a lot of time in each other's office and hardly visible on the floor.

Management of Labor & Overtime

Facility always maintains between 1% -2% hours of overtime and since change in Administration is now averaging 6%- 7% hours of overtime each month. It is understandable that overtime is needed to fill nursing positions. However, there is a lot of non-nursing overtime and unnecessary overtime. Administrator has not been able to present to me with an answer as to why there is non-nursing overtime. Administrator is also not aware why Medical Records Dept has three individuals when forecast is for two individuals only.

Due to the above and the unsatisfactory performance as Administrator of CNRC, you are placed on probation and your introductory period per handbook is being extended for an additional 90 days until July 7, 2015. Failure to meet and sustain performance and behavior may lead to further disciplinary action, especially to/or including termination.

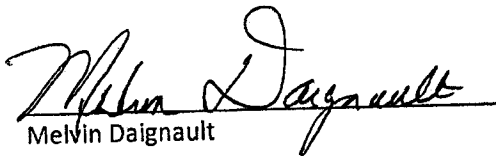
I understand California Nursing & Rehab is an "at will" employer meaning that my employment has no specified term and that the employment relationship may be terminated anytime and at the will of the either party with or without cause or notice

Jeff, I wish you much success in improving your job performance in the above identified areas and am willing to work with you in order for you to be a successful team player.

By signing below, I acknowledge that I have received and understand my supervisor and the company's expectations of me.



Jeff Aronson

04.07.15
Date


Melvin Daignault

04/07/15
Date

Sincerely,


Melvin Daignault
Sr. Vice President-Process Improvement

cc Vince Hambright, CEO
Personnel File

Exhibit 10

RECORD OF CONVERSATION


Jeff Aronson, Administrator

Hi Jeff,

This serves as a record of our conversation on 11/29/16 about the need to better protect the facility when dealing with HR issues and employee terminations. The following areas of improvement were discussed.

1. Grievances, verbal or written must be addressed timely and professionally. If an employee is accused of wrongdoing towards another, the alleged aggressor should be suspended pending an investigation.
2. All disciplinary actions must be documented and communicated to the employee being disciplined. When there is discipline but there is no record of the disciplinary action, it presents a challenge if the negative performance continues.
3. Before terminating any employee we must utilize the resources available to ensure that the facility is protected from any potential liability.

Maintaining the above and having uniform standards of accountability for all employees will ensure that employees perform at expected levels and high morale is achieved.



Jonathan Weiss, VPO

Exhibit 11

13272 EMPLOYEE NO		1114-PG DEPARTMENT		Jeffrey Aronson EMPLOYEE NAME		03/16/2017 thru 03/31/2017 PAY PERIOD		44000853 CHECK NO	
EARNINGS	HOURS	RATE	CURRENT AMT	YEAR TO DATE	DEDUCTIONS	CURRENT AMT.	Y.T.D.		
Federal Filing Status: Married. No of Exemptions: 99 State Filing Status: Married. No of Exemptions: 99									
Car Allowance \$				2,668.08	AFLAC-ACCIDENT		158.34		
Holiday				2,192.16	AFLAC-CANCER		208.68		
Regular	64.00	91.34	5,845.99	51,151.22	AFLAC-STD		283.92		
Vacation CashOut	30.03	30.03	901.80	6,108.39	CA SDI	60.73	555.78		
					FICA MED	97.84	895.42		
					FICA SSI	418.37	3,828.68		
30.03 HOURS VACATION Balance		24.00 HOURS SICK Balance		0.00 HOURS GRANDFATHERED VACATION :		45.10 HOURS SICK CA Balance			
7,916.45	6,747.79	576.94	6,170.85	62,119.85	5,930.82	56,189.03			
PAY RATE	CURRENT EARNINGS	CURRENT DED.	NET PAY	YTD EARNINGS	YTD DED.	YTD NET PAY			

Your employer is: CNRC, LLC 2299 North Indian Canyon Palm Springs, CA 92262

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

Horizon ASO FBO CNRC, LLC
2299 North Indian Canyon

WELLS FARGO BANK, N. A.

CHECK NO 44000853

11-24/1210

DATE

AMOUNT

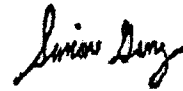
Palm Springs, CA 92262

03/24/2017

6,170.85

PAY SIX THOUSAND ONE HUNDRED SEVENTY AND 85 / 100 DOLLARS

TO Jeffrey Aronson
THE 36367 Ridgeview Place
ORDER Yucaipa, CA 92399
OF



VOID AFTER 180 DAYS

⑈0044000853⑈ ⑆⑆2⑆000248⑆ 4⑆248⑆5275⑈



Date: April 06, 2017 107404

Account: 703/926459918/0

104-2-Client

We're subtracting funds and charging a returned-check fee from your account ending in 9918.

Dear JEFFREY JARONSON,
A check(s) previously deposited to your account was returned unpaid to us.

Advice = 107404
JEFFREY JARONSON
OR LADONNA L ARONSON
36367 RIDGEVIEW PL
YUCAIPA CA 92399-5808

Return Reason	Deposit Date	Internal Seq #	Item Amount
Not Authorized	04/04/2017	99014300	\$6,170.85
This type of item cannot be deposited or cashed.			

We've received the check(s) from the paying bank and will:

- Subtract the amount of the returned check(s) which was previously deposited
- Charge your account a returned-check fee of \$12.00 for each unpaid check(s), and
- Enclose a legal copy of the original check(s) that can be used in place of the original check(s)

1 Checks Charged Totaling:	\$6,170.85
Total Returned Check Fees:	\$12.00

If you have questions, please call us at 800-935-9935. Thank you for choosing Chase.

Sincerely,
Misty D. Hall
Executive Director

EXC2
JPMorgan Chase Bank, Member FDIC

111900057
04/06/2017
99014300

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-Q
NOT AUTHORIZED

NOT AUTHORIZED

6889506956
[321270742] 04/05/2017

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.			
Horizon ASO FBO CNRC, LLC 2299 North Indian Canyon Palm Springs, CA 92262		WELLS FARGO BANK, N. A. 11-24/210	CHECK NO 44000853
PAY SIX THOUSAND ONE HUNDRED SEVENTY AND 85 / 100 DOLLARS		DATE 03/24/2017	AMOUNT 6,170.85
TO THE ORDER OF	Jeffrey Aronson 36367 Ridgeview Place Yucaipa, CA 92399	<i>Jeffrey Aronson</i>	
VOID AFTER 180 DAYS			
⑈0044000853⑈ ⑆121000248⑆ 4124815275⑈			

⑈44000853⑈ ⑆121000248⑆ 4124815275⑈ ⑈0000617085⑈

SUBSTITUTE CHECKS AND YOUR RIGHTS

104-3-Client

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks, with a reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are your rights as a consumer regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Insufficient Funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do you make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: By Phone: Call 1-800-935-9935 or 1-800-242-7383 for Deaf and Hard of Hearing customers.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include: •A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); •An estimate of the amount of your loss; •An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and •The following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

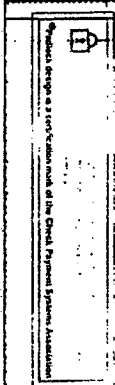
321270742 04/05/2017
6889506956 RR - Q
111900057 04/06/2017
99014300 RR - Q

WARNING: THE BACK OF THIS DOCUMENT CONTAINS A SIMULATED WATERMARK. HOLD AT 45° ANGLE TO VIEW.

Spidy Ann

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE.

* > 111900057 < * 04/04/2017



Do not endorse or write below this line. ↓

Exhibit 12

From: Administrator@californianursingrc.com
To: jlainc98@aol.com
Sent: 1/8/2015 1:58:24 P.M. Pacific Daylight Time
Subj: Fwd: 2014 Q4 Governing Board Meeting - 1/08/2015

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Hanh Ta
Date: 01/08/2015 12:51 PM (GMT-08:00)
To: Administrator - CNRC
Subject: Fwd: 2014 Q4 Governing Board Meeting - 1/08/2015

Sent from my iPhone

Begin forwarded message:

From: Hanh Ta <hta@compliagent.com>
Date: January 2, 2015 at 2:09:06 PM PST
To: Melvin Daignault <MDaignault@rockporthc.com>, Administrator - CNRC
<Administrator@californianursingrc.com>
Subject: 2014 Q4 Governing Board Meeting - 1/08/2015

Good Afternoon Melvin and John,
Happy New Year to you and your staff! The 2014 Q4 Governing Board Meeting will be scheduled on the following date and time:

California Nursing & Rehabilitation Center

Thursday, January 8, 2015

11:45 am – 12:00 pm

Dial-in Information: 619.326.2772

Passcode: 1501019

Attached is the GB agenda for your review. Please invite Dr. Martin and Randy to participate in this meeting.

Let me know if you have any questions.

Best Regards,

Hanh

Hanh Ta

Senior Compliance Consultant

The Compliance Institute

11845 W. Olympic Bl., Ste. 1250

Los Angeles, CA 90064

T: 310.996.8958

F: 310.996.8955

The materials in this message are private and may contain information that is privileged and confidential, Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (HIPAA) and/or Medical Information within the meaning of the Confidentiality of Medical Information Act

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For more information please visit <http://www.symanteccloud.com>

California Nursing & Rehabilitation Center Governing Board Meeting Agenda

Date: January 8, 2015

Location of meeting: Telephonic

Board Members in attendance: Melvin Daignault, John Black, Dr. Gerada Martin, Randy Parker

Meeting to be called to order at: 11:45 am

A) The Compliance Institute, LLC reported on the following matters:

I. Overview of 2014 4th Quarter Compliance Activity

- a. Quarterly training on Adverse Events was provided to department heads by a TCI Consultant on December 17, 2014. The Facility's Compliance Officer is responsible for ensuring that all department managers receive the Adverse Events Training by December 31, 2014.
- b. Quarterly monitoring log of the facility's process on the 2015 OIG Work Plan focus areas has been provided to the facility for completion. The facility will submit an action plan to TCI detailing how they will monitor each of the areas identified in the 2015 OIG Work Plan by February 6, 2015. A summary of the facility's action plan and results will be reviewed at the 2015 Q1 Governing Board Meetings.
- c. Facility dashboard was included in the December 2014 mailers to provide the Facility with a snapshot of the 2014 Q3 key assessment and performance indicators: ePHI Security Assessment Scorings; Nursing turnover rate; Hotline calls for January – November 2014; PEPPER statistics for target areas of therapy RUGs with high ADL, non therapy RUGs with high ADL, change of therapy assessment, ultrahigh therapy RUGs, therapy RUGs, and 90+ day episodes of care.

II. Hotline Complaints

- a. **October 23, 2014** – TCI received a hotline call from an employee, Mr. Mehdi Aragon who alleged that the health plan representative (Laura) said he would have to pay an additional back pay premium for health insurance since he was past the 90-day period to enroll as new hire. Rockport Benefits Manager, Jay Gerwitz was contacted regarding this concern and suggested that the facility to contact him directly in order to assist with new hires for benefits enrollment and not have to pay additional premium. The facility should provide Jay with a list of new hires who would be interested in health benefits.

Furthermore, Mr. Gerwitz clarified that employees were able and had access to the new hire call center for enrollment. Posters were hung up in the building with instructions on the enrollment process. Since this method didn't work too well, and HR at the building were not offering benefits to new hires, Rockport had implemented a system in which the enrollers would show up to the building once every 30-45 days to assist with this process. Mr. Gerwitz made an exception for medical coverage for these employees, but employees must meet with the enrollers moving forward. TCI was able to substantiate the hotline complaint and there has been no further calls

regarding this the enrollment process. **(Administrator to provide any updates on this hotline call.)**

III. Old Hotline Complaints – No follow up on monitoring actions from previous hotline complaints required.

IV. Audits

a. **Annual 2014-2015 Audit** – As discussed in the previous Governing Board meeting, the facility's top 3 risk areas include: Unplanned Transfers to the Acute Care Setting, Human Resources, and Discharge Planning. The facility has not selected an audit at this time. TCI will provide the Audit Selection Form for the facility to complete and submit the quarter prior to the scheduled 2016 Q1 audit period.

V. Miscellaneous

- a. Per the reports provided by BackTrack, the facility did not have any employees on either exclusion database.
- b. Certain staff members were asked to complete a Compliance Survey to encourage reporting of potential compliance concerns. The facility did not have any reported issues.
- c. The facility did not conduct a mandatory OSHA requirement for SDS Training. This training should have been provided to appropriate Facility employees by the Facility's chemical supplier or internally by the maintenance director and/or DSD. Either ECO Laboratories or Healthcare Services Group were suggested vendors to conduct this training in previous GB meeting by John and Melvin, respectively. **(Administrator to provide proof and completion date of the SDS training.)**
- d. The facility did not complete the annual Compliance Training. In addition, a completed Certification of Compliance Training has not been received by TCI. The training is past due and the administrator will need to submit this information as soon as possible. **(Administrator to provide a completion date and a signed Certificate to TCI upon completion of training.)**
- e. The facility did submit the PEPPER for TCI assess if the facility may be at risk in this area.

B) The Facility's Administrator reported on the following matters:

I. Adoption of new policies and procedures –The following policies have been revised or added this past quarter:

Operational Manual – Volume 1

- Operational Manual – V. 1 – Admissions and Discharge – Replace – AD – 03 – Form M – Facility Specific Checklist
- Operational Manual – V. 1 – Dietary Services – Add – DS – 27 – Cleaning Schedule
- Operational Manual – V. 1 – Dietary Services – Add – DS – 28 – Discarding Chipped or Cracked Dishes and Single Service Items
- Operational Manual – V. 1 – Dietary Services – Add – DS – 29 – Blender Use and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 30 – Can Opener Use and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 31 – Cart Cleaning

- Operational Manual – V. 1 – Dietary Services – Add – DS – 32 – Dish Machine – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 33 – Dish Machine Temperature Recording
- Operational Manual – V. 1 – Dietary Services – Add – DS – 33 – Form A – Dish Machine Temperature Log
- Operational Manual – V. 1 – Dietary Services – Add – DS – 34 – Food Processor Use and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 35 – Freezer – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 36 – Garbage and Trash Can Use and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 37 – Grill Electric – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 38 – Grill Gas – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 39 – Hood and Filter – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 40 – Lowerator – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 41 – Meat Slicer – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 42 – Microwave Oven – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 43 – Milk Dispenser – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 44 – Mixer – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 45 – Ice Machine – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 46 – Oven Convection – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 47 – Oven Conventional – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 48 – Pot and Pan Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 48 – Form A – Pot and Pan Sanitizer
- Operational Manual – V. 1 – Dietary Services – Add – DS – 49 – Sanitation of Reach In Refrigerator
- Operational Manual – V. 1 – Dietary Services – Add – DS – 50 – Steam Table – Operation and Cleaning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 51 – Receiving Food Supplies
- Operational Manual – V. 1 – Dietary Services – Add – DS – 52 – Food Storage
- Operational Manual – V. 1 – Dietary Services – Add – DS – 53 – Refrigerator/Freezer Temperature Records
- Operational Manual – V. 1 – Dietary Services – Add – DS – 53 – Form A – Refrigerator/Freezer Temperature Logs
- Operational Manual – V. 1 – Dietary Services – Add – DS – 54 – Environment Safety
- Operational Manual – V. 1 – Dietary Services – Add – DS – 55 – China and Glassware Safety
- Operational Manual – V. 1 – Dietary Services – Add – DS – 56 – Floor Safety
- Operational Manual – V. 1 – Dietary Services – Add – DS – 57 – Knife Safety
- Operational Manual – V. 1 – Dietary Services – Add – DS – 58 – Equipment Operation
- Operational Manual – V. 1 – Dietary Services – Add – DS – 59 – Accident Prevention in Meal Preparation
- Operational Manual – V. 1 – Dietary Services – Add – DS – 60 – Emergency Planning
- Operational Manual – V. 1 – Dietary Services – Add – DS – 60 – Form A – Suggested Disaster Supply
- Operational Manual – V. 1 – Dietary Services – Add – DS – 60 – Form B – Sample Disaster Menu
- Operational Manual – V. 1 – Resident Rights – Replace – RR – 17 – Out On Pass
- Operational Manual – V. 1 – Resident Rights – Add – RR – 17 – Form A – Resident Out On Pass Log

Operational Manual – Volume 2

- Operational Manual – V. 2 – Administrative Policies – Delete – AP – 16 – Entrance to and Exit From Facility
- Operational Manual – V. 2 – Administrative Policies – Delete – AP – 16 – Form A – Visitor Log
- Operational Manual – V. 2 – Administrative Policies – Delete – AP – 16 – Form B – Resident Pass Log
- Operational Manual – V. 2 – Administrative Policies – Delete – AP – 16 – Form C – Resident Pass Request
- Operational Manual – V. 2 – Administrative Policies – Replace – AP – 22 – Form B – Medicare Part A Pre-transmittal UB-04 Form B
- Operational Manual – V. 2 – Administrative Policies – Replace – AP – 22 – Form C – Medicare Part B Pre-Transmittal UB-04
- Operational Manual – V. 2 – Administrative Policies – Replace – AP – 26 – Discharge Against Medical Advice
- Operational Manual – V. 2 – Administrative Policies – Replace – AP – 26 – Form A – Discharge Against Medical Advice Form
- Operational Manual – V. 2 – Administrative Policies – Replace – AP – 28 – Form D – Generic Notice
- Operational Manual – V. 2 – Emergency and Disaster Preparedness – Replace – EDP – 13 – Fire Watch Policy

Medical Records / HIPAA Manual

- Medical Records Manual – HIPAA – Replace – HP – 17 – Form A – Breach Risk Assessment Tool

Infection Control Manual

- Infection Control Manual – Replace – IC – 10 – Form B – Nationally Notifiable Diseases and Other Conditions of Public Health Importance
- Infection Control Manual – Replace – IC – 13 – Form B – Prevention and Control of Tuberculosis in California Long Term Health Care Facilities
- Infection Control Manual – Replace – IC – 42 – Ice Machines and Storage Chests
- Infection Control Manual – Add – IC – 44 – Ebola
- Infection Control Manual – Add – IC – 44 – Form A – EVD Screening Questionnaire

Nursing Manual

- Nursing Manual – Bowel & Bladder – Add – BB – 03 – Indwelling Catheter
- Nursing Manual – Bowel & Bladder – Add – BB – 04 – Catheter – Irrigation
- Nursing Manual – Bowel & Bladder – Add – BB – 05 – Catheter – External
- Nursing Manual – Bowel & Bladder – Add – BB – 06 – Incontinence Care
- Nursing Manual – General Nursing – Replace – NP – 02 – Form A – Resident Admissions Assessment
- Nursing Manual – General Nursing – Replace – NP – 24 – Form A – ADL Documentation
- Nursing Manual – General Nursing – Replace – NP – 25 – Form A – Weekly Summary
- Nursing Manual – General Nursing – Replace – NP – 67 – Form B – FAQ Regarding Informed Consent
- Nursing Manual – General Nursing – Replace – NP – 99 – Physician Order for Life Sustaining Treatment
- Nursing Manual – General Nursing – Replace – NP – 99 – Form B – POLST
- Nursing Manual – General Nursing – Add – NP – 99 – Form C – POLST FAQ
- Nursing Manual – General Nursing – Replace – NP – 106 – Form K – Non-Pharmacological Interventions of Psychotropic Drug Use
- Nursing Manual – General Nursing – Replace – PA – 01 – Form A – Pain Assessment
- Nursing Manual – General Nursing – Replace – PA – 01 – Form B – Pain Flow Sheet
- Nursing Manual – General Nursing – Replace – PA – 01 – Form C – Pain Re-Assessment

Administrator to provide explanation of policy and procedure review process and status of implementation by the Facility.

II. QAPI Report -

- a. Administrator to report on key QAPI plans that affect Facility compliance.

III. Facility Updates -

- a. Examples: recent surveys, government agency visits, changes in star rating, awards/honors received, etc.

The Meeting was adjourned at: ____:____ am/pm.

Exhibit 13

From: jlainc98@aol.com
To: jlainc98@aol.com
Sent: 1/7/2015 12:21:33 P.M. Pacific Daylight Time
Subj: Fwd: DON

Sent from my iPhone

Begin forwarded message:

From: Jeff <jlainc98@aol.com>
Date: January 7, 2015, 11:21:17 AM PST
To: Alain Kuppermann <kuppermann@gmail.com>
Subject: DON

Alain, she is on board...she currently earns \$57.52 and is not demanding...just concerned, as was I, about missing her bonus which they pay in March...I am excited as this will really be a benefit to the company and CNRC.
Thank you, Jeff

Sent from my iPhone

Exhibit 14

From: Administrator@californianursingrc.com
To: jlainc98@aol.com
Sent: 1/8/2015 1:40:56 P.M. Pacific Daylight Time
Subj: Fwd: Medical Records - Plans for 2015

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Tammy Pirhekayati
Date: 01/08/2015 12:28 PM (GMT-08:00)
To: Cameron Rosenhan ,Aneta Ayrapetyan ,'Nikki Tons' ,Janet Stone ,'Guy Reggev' ,
'doris91903@yahoo.com', Marcus Weenig ,'laibgreenspoon@yahoo.com', "Chaim S. Kolodny" , 'Steven Rieder' , 'Sol Majer' , Amy Johnson , Fernando Rodriguez , 'jwcitrus@gmail.com', 'David Levy' , Paul Rust , Michael Stock , 'Jordan Philip' , Joy Javellana , _Administrators - Rockport
Cc: Steven Stroll , Alain Kuppermann , Aaron Robin , Alan Ma , Brad Gibson , Melvin Daignault , Diane Settle , Alan Gibson , "Rhonda L. Anderson, RHIA" , Monique Brennan , "Shlomo Rechnitz (ghc27@aol.com)" , 'Paige Pennington' , _Quality Assurance – Rockport , _Utilization Services , Cheryl Garrison , Laurie West , Jacqueline Zeiderman , Kathy Raizman , Deb Friedman , Patty Roels , Marie Beebe , 'Hanh Ta' , Barbie Olaiz
Subject: Medical Records - Plans for 2015

Dear Operators, VPOs, and Administrators

As many of you know, Rockport's Clinical Operations department now includes the Medical Records discipline. I'd like to share with you our plan for the first half of 2015 to help your facilities drive quality in your Medical Records departments.

We expect contracts to be signed in the next few days establishing a relationship with Anderson Health Information Services (AHIS) to provide consultation services. In the first half of this year AHIS will conduct skills competency reviews of all Medical Records Designees (MRDs). They'll prioritize these reviews according to survey windows and other risk areas. Based on those skills competency reviews we'll determine the frequency of each facility's MR consultation visits.

The reviews will emphasize the following MR hotspots identified in a recent QA audit by Diane and AHIS:

- Θυαλιτατιπε νον-νεγοτιαβλε αυδιτο, πηρασε ονε
 - o Admission
 - o COC
 - o Discharge
 - o Medicare cert/re-cert
 - o Pharmacy and Nutritional Services recommendations
 - o Medication and treatment administration

- o Physician visits

- Θυαλιτατιπε νον-νεγοτιαβλε αυδιτσ, πηασε τωο

- o Behaviors and psychotropic meds

- o Weight

- o Skin

Rockport's Director of Health Information Services Diane Settle in collaboration with Rhonda Anderson has developed training material and audit tools for the first phase of our non-negotiable audits which we'll go over via webinar training. We're also developing an orientation and skills competency review tools for MRDs. Group MRD trainings will consist of three interactive workshops and one webinar workshop per year.

Diane Settle in collaboration with Alan Gibson and AHT has standardized physician order forms, emphasizing frequency and coding to improve the quality of recaps. This will be covered in a webinar training as well.

We'll also be developing/revising Medical Records Policies and Procedures in collaboration with Compliagent and AHIS.

Our ICD10 implementation consists four steps:

1. ICD9/10 transition training (this has been completed for most facilities, and the remainder will be completed this month and next). This training deals with ICD9 accuracy and documentation for ICD10.
2. ICD9/10 conversion webinar trainings will be scheduled for March.
3. ICD10 coding guidelines webinar training will be scheduled for May/June.
4. ICD10 offsite training will take place in June. Facility participants will be the MRD, DON, MDS, Biz Office, Therapy. Rockport participants will be QA, UR and Financial consultants. Operators, VPOs and Administrators may attend at their option.

We're excited about all of the resources coming your way this year. Medical Records has been one of the most frequent deficient areas in surveys companywide, so we expect significant impact in that domain as well as general quality improvements.

Thanks,

Tammy Pirhekayati, RN, BSN, MBA

Chief Clinical Officer

Rockport Healthcare Services

P: (323)330-6500 Ext.507

C: (323)775-6888

F: (866)603-0848

E: tpirhekayati@rockporthc.com

Exhibit 15

From: Administrator - CNRC
To: jlainc98
Sent: Tue, Jan 13, 2015 2:33 pm
Subject: Fwd: Memo from Dr. David Silver, Corporate Medical Director

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

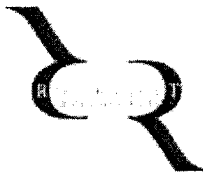
From: Tammy Pirhekayati
Date: 01/13/2015 2:30 PM (GMT-08:00)
To: Administrators - Rockport <Administrators-Rockport@rockporthc.com>, DON - Rockport <DON@rockporthc.com>
Cc: 'David Silver', "David Silver, MD", 'Paige Pennington', "Shlomo Rechnitz (ghc27@aol.com)", Steven Stroll, 'Alain Kuppermann', Aaron Robin, Alan Ma, Brad Gibson, Melvin Daignault, Deb Friedman, Kathy Raizman, Jacqueline Zeiderman, Utilization Services <UtilizationServices@rockporthc.com>, Quality Assurance - Rockport <QualityAssurance@rockporthc.com>, Diane Settle, Alan Gibson, Cheryl Garrison, Laurie West, Steven Graubard, Marie Beebe, Patty Roels, Ted Chigaros, Bonnie Jacobs, Shrutya Parti, Cameron Rosenhan, Aneta Ayrapetyan, Nikki Tons, Janet Stone, 'Guy Reggev', 'doris91903@yahoo.com', Marcus Weenig, 'laibgreenspoon@yahoo.com', 'Chaim S. Kolodny', 'Steven Rieder', 'Sol Majer', Amy Johnson, Fernando Rodriguez, 'wcitrus@gmail.com', 'David Levy', Paul Rust, Michael Stock, 'Jordan Philip', Joy Javellana
Subject: Memo from Dr. David Silver, Corporate Medical Director

Dear facility leaders,

Attached is a memo from Dr. David Silver, Corporate Medical Director. Please review it with your Medical Director and work with him/her to circulate the memo to all physicians with patients in your facility. Please also review the memo at your facility's CQI Steering Committee.

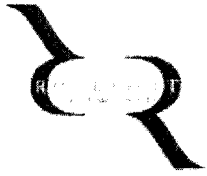
Thank you,

Tammy Pirhekayati, RN, BSN, MBA
Chief Clinical Officer
Rockport Healthcare Services
P: (323)330-6500 Ext.507
C: (323)775-6888
F: (866)603-0848
E: tpirhekayati@rockporthc.com
5900 Wilshire Blvd., Ste. 1600
Los Angeles, California 90036



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This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>



MEMORANDUM

DATE: January 13, 2015
TO: All Staff
FROM: David S. Silver, MD
Corporate Medical Director
Re: Marinol and Marijuana

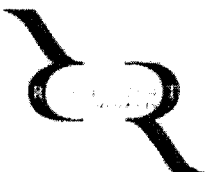
Marinol is a Schedule III drug that contains Tetrahydrocannabinol (THC), which is the metabolically active component of the cannabis plant. It is a legally prescribed medication which has been utilized for malignancy induced nausea, chronic pain, and as an appetite stimulant. It may be prescribed and administered to residents as long as it is provided by a licensed pharmacy. Marijuana, be it for medical purposes or otherwise, may not be prescribed or administered in any facility. Additionally, Marinol, or any other medication, provided by a marijuana dispensary, may not be prescribed or administered in any facility. If you have any questions, please do not hesitate to contact me.

Exhibit 16

From: Melvin Daignault
To: 'jlanc98@aol.com'
Sent: Wed, Jan 14, 2015 1:52 pm
Subject: FW: Administrator Change

Hey Jeff:
Please see below and hopefully it get through this time.
Thanks.

Melvin Daignault
Senior Vice President-Process Improvement
Rockport Healthcare
5900 Wilshire Blvd. Suite # 1600
Los Angeles, California 90036
323-330-6500 Office
323-330-6512 Direct
855-782-4109 E-Fax
MDaignault@RockportHC.com



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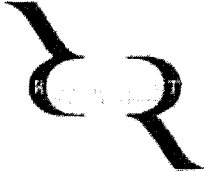
From: Melvin Daignault
Sent: Wednesday, January 14, 2015 1:49 PM
To: Cheryl Martinez; Truyen Ha; Marisol Reynoso; Jessica Hernandez; Estrella (Star) Choy; Brad Gibson; Alan Ma; Tammy Pirhekayati; Sharrod Brooks; Shlomo Arnold; Yehuda Kaplan; Helen Scott; Sharrod Brooks; Veronica Elmore
Cc: Steven Stroll; 'Alain Kuppermann'; Mendel Gross; 'jlanc98@aol.com'; Administrator - CNRC
Subject: Administrator Change

Hi Everybody:

I want to inform you that John Black is no longer the Administrator at CNRC and will be transferring to another Rockport facility in the very near future and want to express my sincere appreciation for John's efforts and dedication while being the Administrator for CNRC for the past two years. Effective Monday, January 12, 2014 Jeffrey Aronson is the new Administrator of CNRC. Jeffrey has several years of experience in the Palm Springs area and welcome him to the Rockport Team. Thanks.

Melvin
Melvin Daignault
Senior Vice President-Process Improvement

Rockport Healthcare
5900 Wilshire Blvd. Suite # 1600
Los Angeles, California 90036
323-330-6500 Office
323-330-6512 Direct
855-782-4109 E-Fax
MDaignault@RockportHC.com



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Exhibit 17

From: Administrator - CNRC
To: Jeffrey Aronson
Sent: Mon, Mar 13, 2017 5:28 pm
Subject: Fwd: Rehab Global Pricing

Sent from my iPhone

Begin forwarded message:

From: Kathy Raizman <KRaizman@rockporthc.com>
Date: March 13, 2017 at 3:52:17 PM PDT
To: Kathy Raizman <KRaizman@rockporthc.com>
Cc: Aaron Robin <ARobin@rockporthc.com>
Subject: Rehab Global Pricing

Dear Administrators and VPO's,
Since 2012, we have held our rehab provider's to extremely competitive pricing. As with many of our vendors, we have had to adjust our rates based on changes in the healthcare environment, and market driven wage increases. Our rehab providers have reached the point where the current global pricing is not sustainable. As a company wide initiative, we have agreed to an increase which will be effective March 1, 2017 for the entire organization. Rest assured, the increase is still competitively below market, and is only possible due to the volume we offer our two primary rehab providers. Additionally, these adjustments have already been accounted for in your 2017 forecasts.

Below is a summary of the new rates. Please feel free to reach out to discuss if you have any questions or concerns.

Medicare Part A Southern California
PPS Subcategory \$1.07/minute
RU \$110.25
RV \$76.65
RH \$49.35
RM \$22.94
RL \$6.89

Medicare Part B: 80% of CPT code rate

MediCal, Private: \$1.02/minute

Managed Care: \$0.98/minute

Dual Eligible: (a) If the dual eligible treatments are paid at 100% RUG rates, then Rehab Provider will bill at corresponding Medicare Part A RUG rates above.

(b) All other dual eligibles not paid at 100% RUG rates, will be billed by the Rehab Provider at the corresponding Managed Care rates above.

Value Added Services: \$1.02/minute

(non-patient care activities
beyond those specified
in the contract, and contingent
upon written pre-approval from
Rockport SVP of Rehabilitation or designee)

Thanks,

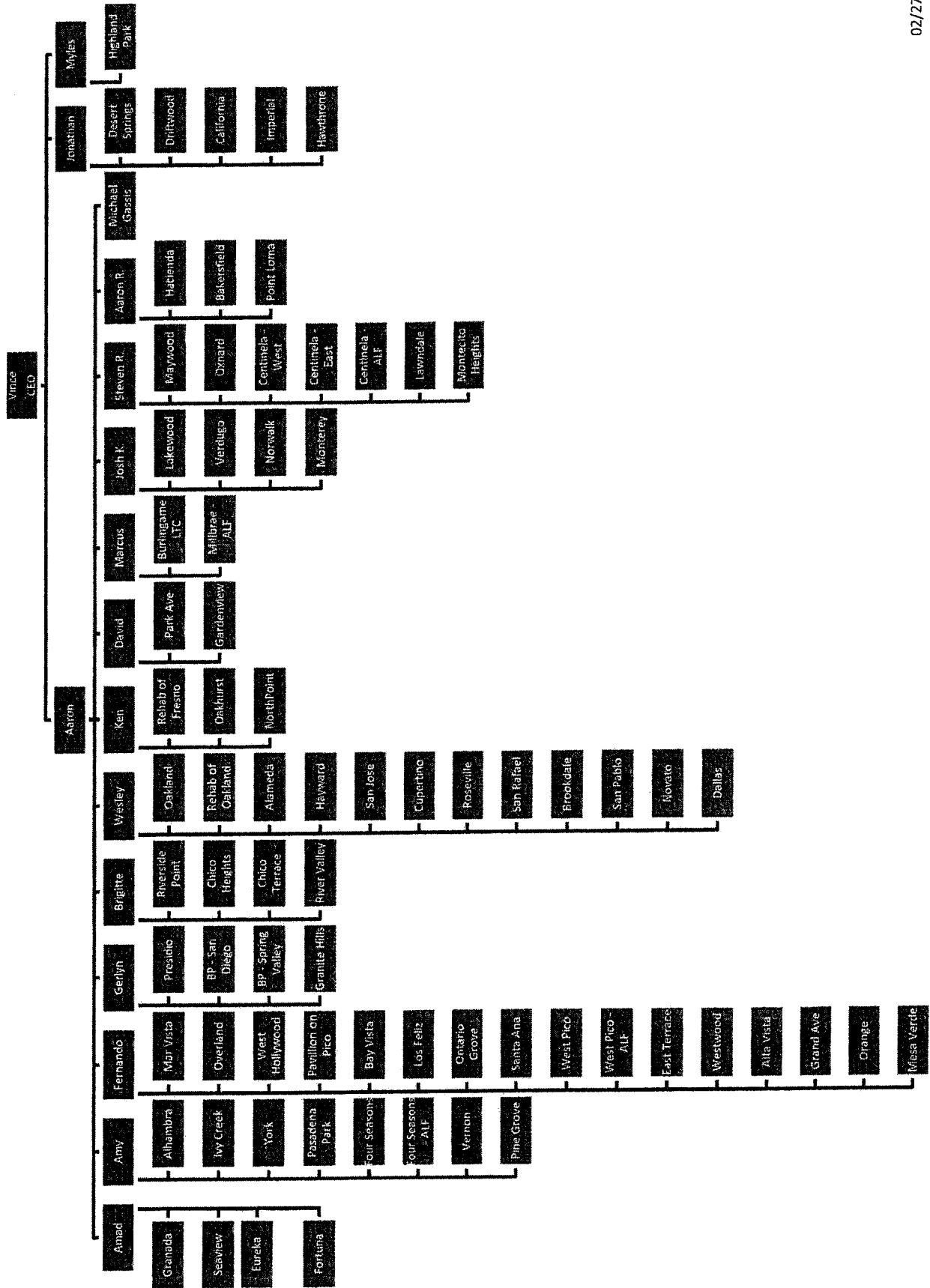
Kathy Raizman, MA, CCC-SLP
Senior Vice President of Rehabilitation Services
Rockport Healthcare Services
Cell -(818) 383-4993
Fax - (866) 603-1664
kraizman@rockporthc.com

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Exhibit 18

Rockport Healthcare Services
Facility Operations



**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

SEP 26 2017

Sherril R. Carter, Executive Officer/Clerk

By: Marlon Gomez, Deputy

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

SHLOMO RECHNITZ; ROCKPORT ADMINISTRATIVE SERVICES, LLC; CNRC, LLC; [See Attachment]

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JEFFREY ARONSON,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court
111 N. Hill Street, Los Angeles, CA 90012
Central District

CASE NUMBER:
(Número del Caso): **BC 677343**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Garcia, Artigliere & Medby, One World Trade Center, #1950, Long Beach, CA 90831; (562) 216-5270

DATE: **SEP 26 2017**
(Fecha)

SHERRI R. CARTER

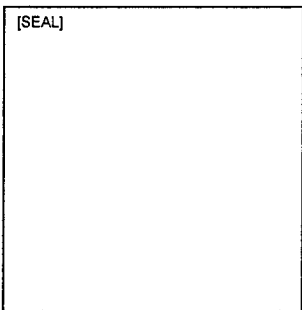
Clerk, by
(Secretario)



, Deputy
(Adjunto)

Marlon Gomez

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

SHORT TITLE: Aronson vs. Shlomo Rechnitz, et al.	CASE NUMBER:
---	--------------

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

INDIO HEALTHCARE & WELLNESS CENTER, LLC and DOES 1 through 250, inclusive,

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)
 Case Number _____

BC 677343

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judge indicated below. There is more information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM	
Hon. Debre K. Weintraub	1	534		Hon. Elizabeth Allen White	48	506	
Hon. Barbara A. Meiers	12	636		Hon. Deirdre Hill	49	509	
Hon. Terry A. Green	14	300		Hon. Teresa A. Beaudet	50	508	
Hon. Richard Fruin	15	307		Hon. Michael J. Raphael	51	511	
Hon. Rita Miller	16	306		Hon. Susan Bryant-Deason	52	510	
Hon. Richard E. Rico	17	309		Hon. Howard L. Halm	53	513	
Hon. Stephanie Bowick	19	311		Hon. Ernest M. Hiroshige	54	512	
Hon. Dalila Corral Lyons	20	310		Hon. Malcolm H. Mackey	55	515	
Hon. Robert L. Hess	24	314		Hon. Michael Johnson	56	514	
Hon. Yvette M. Palazuelos	28	318		Hon. John P. Doyle	58	516	
Hon. Barbara Scheper	30	400		Hon. Gregory Keosian	61	732	
Hon. Samantha Jessner	31	407		Hon. Michael L. Stern	62	600	
Hon. Daniel S. Murphy	32	406		Hon. Mark Mooney	68	617	
Hon. Michael P. Linfield	34	408		Hon. William F. Fahey	69	621	
Hon. Gregory Alarcon	36	410		Hon. Monica Bachner	71	729	+
Hon. Marc Marmaro	37	413		Hon. Ruth Ann Kwan	72	731	
Hon. Maureen Duffy-Lewis	38	412		Hon. Rafael Ongkeko	73	733	
Hon. Elizabeth Feffer	39	415		Hon. Michelle Williams Court	74	735	
Hon. David Sotelo	40	414		Hon. Gail Ruderman Feuer	78	730	
Hon. Holly E. Kendig	42	416					
Hon. Mel Red Recana	45	529		Hon. Steven J. Kleifield	324	CCW	
Hon. Frederick C. Shaller	46	500		*Provisionally Complex Non-class Action Cases Assignment is Pending Complex Determination	308	CCW	
Hon. Randolph Hammock	47	507					

***Complex**

All non-class action cases designated as provisionally complex are forwarded to the Supervising Judge of the Complex Litigation Program located in the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005), for complex/non-complex determination pursuant to Local Rule 3.3(k). This procedure is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ SHERRI R. CARTER, Executive Officer/Clerk
 By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

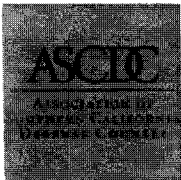


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:

CASE NUMBER:

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the “core” of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered “core.” In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered “core.”);
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	_____

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:

- Request for Informal Discovery Conference
- Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE	CASE NUMBER:
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The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤ _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____	_____ JUDICIAL OFFICER
-------------	---------------------------

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Stephen M. Garcia, Esq. (SBN 123338)
Garcia, Artigliere & Medby
One World Trade Center, Ste. 1950
Long Beach, CA 90831
TELEPHONE NO.: (562) 216-5270 FAX NO.: (562) 216-5271
ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY
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ORIGINAL FILED**
Superior Court Of California
County Of Los Angeles
SEP 26 2017
Sherri H. Carter, Executive Clerk/Clerk
By: Marlon Gomez, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

CASE NAME:
Jeffrey Aronson vs. Shlomo Rechnitz, et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
BC677343
JUDGE:
DEPT:

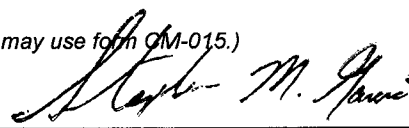
Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 7
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 25, 2017
Stephen M. Garcia
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE:

Aronson vs. Rechnitz, et al.

CASE NUMBER

BC677343

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 15 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE: Aronson vs. Rechnitz, et alo.	CASE NUMBER
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	A Civil Case Cover Sheet Category/ No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2.,3.	
Employment	Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
<input type="checkbox"/> A6032 Quiet Title		2., 6.	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input checked="" type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

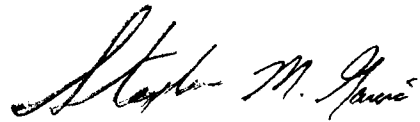
SHORT TITLE: Aronson vs. Rechnitz, et alo.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 5900 Wilshire Boulevard
CITY: Los Angeles	STATE: CA	ZIP CODE: 90036	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: September 25, 2017



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.