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8 AMADA OC, INC. and AMADA SENIOR CARE, INC.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

11  
12 AMADA OC, INC., a California  
13 Corporation, AMADA SENIOR CARE,  
14 INC., a California corporation,

15 Plaintiffs,

16 vs.

17 JACKSON LEWIS P.C., a Pennsylvania  
18 corporation; and DOES 1-20, inclusive,

19 Defendants.

Case No.: **23STCV24452**

**COMPLAINT FOR:**

**(1) LEGAL MALPRACTICE**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs AMADA OC, INC. (“AMADA OC”) and AMADA SENIOR CARE,  
2 INC. (“AMADA SC”, and collectively with AMADA OC, “Plaintiffs” or “Amada”),  
3 allege as follows for their Complaint:

4 **THE PARTIES**

5 1. Plaintiff AMADA OC, INC. is and was a California Corporation with its  
6 principal place of business located at 901 Calle Amanecer, Suite 350, San Clemente, CA  
7 92673.

8 2. Plaintiff AMADA SENIOR CARE, INC. is and was a California  
9 corporation with its principal place of business located at 31878 Del Obispo Street, Suite  
10 118-451, San Juan Capistrano, CA 92675.

11 3. Plaintiffs are informed and believes, and based thereon alleges, that  
12 Defendant JACKSON LEWIS P.C. (“Jackson Lewis”) is and was a Pennsylvania  
13 corporation with its principal place of business located at 1133 Westchester Ave., Suite  
14 S125, West Harrison, NY 10604.

15 4. The true names and capacities, whether individual, corporate, partnership,  
16 associate, or otherwise of the Defendants named herein as DOES 1 through 20, inclusive,  
17 are presently unknown to Plaintiffs who therefore sue these Defendants by fictitious  
18 names. Plaintiffs are informed and believes, and based thereon alleges, that each of the  
19 Defendants designated herein as a DOE is legally responsible in some manner for the  
20 events and happenings referred to herein and caused injury and damage proximately  
21 thereby to Plaintiffs as hereinafter alleged. Plaintiffs will seek leave of this Court to  
22 amend this Complaint to show the true names and capacities of these DOE Defendants  
23 once ascertained. Whenever in this Complaint reference is made to “Defendants,” such  
24 allegation shall be deemed to mean the acts of Defendants acting individually, jointly,  
25 and/or severally.

26 5. Plaintiffs are informed and believes, and based thereon alleges, that  
27 Defendants, and each of them, including the DOE Defendants, were the agents,  
28 employees and/or representatives of each of the remaining Defendants and were, at all

1 times material hereto, acting within the purposes and scope of such agency, employment,  
2 contract and/or representation, and that each of them are jointly and severally liable to  
3 Plaintiffs.

4 6. Defendants Jackson Lewis, and DOES 1 through 20, collectively shall be  
5 referred to herein as “Defendants.”

#### 6 VENUE

7 7. Venue is proper in the Superior Court of Los Angeles County because the  
8 County of Los Angeles, State of California, is where the conduct, acts, inaction,  
9 statements or omissions complained of took place.

#### 10 GENERAL ALLEGATIONS

11 8. This is a legal malpractice action arising from Defendants’ failures in  
12 executing their duties as counsel of record for Amada related to the matter of *Juarez v.*  
13 *Amada Senior Care, Inc.*, Case Number 20STCV18642. The underlying action was  
14 originally brought in Los Angeles County Superior Court, and the matter was ultimately  
15 heard in Los Angeles, at the Judicial Arbitration Mediation Services (“JAMS”) location  
16 of 555 West Fifth Street, 32<sup>nd</sup> Floor, Los Angeles, CA 90013. Specifically, Defendants  
17 failed to produce certain key documents in discovery, which Amada had provided to  
18 Defendants, resulting in the exclusion of key evidence from the arbitration. Ultimately,  
19 Amada incurred significant additional attorney’s fees and settled the claims at a much  
20 higher premium than ultimately would have been necessary without Defendants’  
21 malpractice, among other damages.

22 9. Amada is a Southern California-based provider of “senior care.” Amada’s  
23 principal business activity is providing different types of care services to seniors and their  
24 families, including providing in-home care and advising families on senior living housing  
25 options.

26 10. Jackson Lewis is a large, nation-wide law firm providing services to  
27 employers. According to its website, “Focused on employment and labor law since 1958,  
28 Jackson Lewis P.C.’s 950+ attorneys located in major cities nationwide consistently

1 identify and respond to new ways workplace law intersects business.”

2 11. On or about April 13, 2020, Amada received a demand letter from Remedy  
3 Law Group (“Remedy”) containing claims related to Isamar Juarez’s (“Juarez”)  
4 employment at Amada. Among other things, that letter made claims that Amada had  
5 violated provisions of the California Labor Code and owed damages to Juarez and others.

6 12. On May 8, 2020, Amada sent correspondence to Remedy responding to the  
7 demand letter and denying the allegations.

8 13. On or about May 15, 2020, Remedy filed a Complaint on behalf of Juarez  
9 in Los Angeles County Superior Court (Case No. 20STCV18642). The Complaint  
10 contained eight causes of action, essentially all related to claims of alleged discrimination  
11 and alleged violations of the California Fair Employment and Housing Act. In alleging  
12 she was discriminated against, Juarez alleged she was treated differently than other  
13 Amada employees because she had a disability.

14 14. On or about May 26, 2020, Remedy sent a letter to Amada alleging  
15 violations of the California Labor Code, including “wage and hour” violations, under the  
16 California Labor Code Private Attorneys General Act.

17 15. On or about May 29, 2020, Remedy filed yet another lawsuit against  
18 Amada in Los Angeles County Superior Court, this time a class action complaint alleging  
19 wage and hour violations, Case No. 20STCV21198.

20 16. In response to the Complaints, Amada searched for experienced counsel to  
21 advise and defend them. On or about June 18, 2020, after considering several potential  
22 law firms, Amada retained Jackson Lewis to defend them against the Complaints filed by  
23 Remedy. Amada chose Jackson Lewis based on the public representations made by  
24 Jackson Lewis about their experience, diligence, and expertise.

25 17. On or about August 4, 2020, Remedy filed a First Amended Complaint in  
26 the class action matter.

27 18. On or about August 20, 2020, Remedy and Amada entered into a  
28 stipulation, agreeing to dismiss the class claims, arbitrate Juarez’s individual claims, and

1 to stay PAGA proceedings. On or about October 21, 2020, Deborah Crandall Saxe was  
2 appointed as the arbitrator to hear the individual action.

3 19. On or about November 18, 2020, the arbitration began in earnest before  
4 Arbitrator Saxe at the Initial Conference. Following that conference, discovery began in  
5 the arbitration.

6 20. On or about April 29, 2021, Amada sent a large batch of documents to  
7 Jackson Lewis that were relevant to the claims and defenses in the arbitration. **This batch  
8 of documents included all emails in Amada’s possession which contained the word  
9 “Juarez”. Critically, within those documents sent to Jackson Lewis were a series of  
10 documents entitled “RE-List of caregivers who need attention” which showed six  
11 other caregivers, none of which had Juarez’s condition, being treated exactly the  
12 same as Juarez. These documents completely undermined Juarez’s claims, and was  
13 therefore powerful evidence in the arbitration. This was the document that Jackson  
14 Lewis ultimately negligently failed to disclose, leading to key evidence being  
15 excluded from the arbitration.**

16 21. On or about April 30, 2021, Jackson Lewis attorney Elizabeth Murphy  
17 confirmed receipt of the emails, including the “RE-List of caregivers who need attention”  
18 emails.

19 22. On May 17, 2021, Jackson Lewis associate attorney Sarah Scheinhorn was  
20 replaced by associate attorney Reem Blaik, who became the new associate assisting  
21 Elizabeth Murphy.

22 23. On or about August 13, 2021, Juarez’s arbitration counsel served a PMK  
23 notice on Respondent, seeking to depose witnesses on various company policy issues.  
24 Five days later, Amada OC CEO Tafa Jefferson (“Jefferson”) suggested both Britney  
25 Wardle (“Wardle”) and Liz Vilchis as deponents for the PMK. Jefferson and Wardle both  
26 had knowledge that was relevant to Amada’s claims and defenses in the arbitration.

27 24. On or about September 24 and October 7, 2021, respectively, Juarez’s  
28 counsel served deposition notices on Amada for Jefferson and Wardle.

1           25. On or about October 21, 2021, Jackson Lewis sought a protective order for  
2 Jefferson’s deposition. **At that time, Jackson Lewis represented to the arbitrator that**  
3 **Jefferson and Wardle would not be called testify at the hearing, which had not been**  
4 **disclosed to Amada nor authorized by Amada, as only Jefferson and Wardle had**  
5 **the ability to testify to information about certain policy changes, among other**  
6 **things, which was key to Amada’s defenses.** Arbitrator Saxe issued Discovery Order  
7 No. 5 granting the request, and thus precluding Jefferson and Wardle from testifying.

8           26. On or about December 22, 2021, Jackson Lewis files an *ex parte*  
9 application in the trial court to stay the arbitrator’s discovery orders – the *ex parte* was  
10 denied.

11           27. On or about December 23, 2021, Jackson Lewis filed an appeal seeking to  
12 overturn the denial of the *ex parte* application. Later, Amada’s In House Counsel Doug  
13 Luther (“Luther”) questioned Jackson Lewis’s appellate counsel to justify the merits of  
14 such an appeal, which Jackson Lewis was unable to do. Jackson Lewis later dismissed the  
15 appeal.

16           28. On or about January 17, 2022, Elizabeth Murphy notified Amada that  
17 Jackson Lewis attorney Robert “Bob” Vogel (“Vogel”) would be taking over as lead  
18 counsel on the *Juarez* matter.

19           29. On or about January 21, 2022, Jackson Lewis notified Amada that Reem  
20 Blaik would be leaving Jackson Lewis and would be replaced on the case. Later, Jackson  
21 Lewis associate Andrew Schaffer took over in his role.

22           30. On February 1, 2022, Elizabeth Murphy (who Amada believed was no  
23 longer working on the case) emailed Luther an email with the subject line, “critical  
24 redacted documents”, asking for an unredacted copy of the November 4, 2019 email  
25 titled “List of caregivers who need attention” – the very same one produced to Jackson  
26 Lewis in April of 2021. Reem Blaik replied to the email “I’m fairly certain I have a clean  
27 version somewhere so no worries Doug”.

28           31. On or about February 4, 2022, Amada lodged its witness list with the

1 Arbitrator, including as witnesses Tafa Jefferson and Britney Wardle. Remedy Law  
2 Group immediately filed a written letter to the arbitrator objecting to them as witnesses,  
3 and correctly stating that Amada’s counsel had represented they would not be called as  
4 witnesses in the Arbitration.

5 32. On or about February 5, 2022, Vogel emailed Luther stating, “We have still  
6 not received copies of William’s !1/4 [sic] and 11/8/19 unredacted emails to Liz and Jose.  
7 These are very important exhibits in the case.” Later that day, Luther responded to Vogel,  
8 attaching the requested emails which had the subject line “RE: Caregivers who need  
9 attention”. Again, these were the same emails previously produced to Jackson Lewis on  
10 April 29, 2021.

11 33. On or about February 9, 2022, Claimant filed her position statement in the  
12 arbitration.

13 34. On or about February 14, 2022, following a review of Claimant’s brief,  
14 Luther emailed Vogel, noting that “...I think the shortened response notice period of 4  
15 days does stand out and requires an explanation from our side. So if we can get Brittany  
16 in to testify on that point, that certainly would be helpful. Along those lines, I’m going to  
17 check again to see if I can find any other emails to caregivers around that time only  
18 providing 4 days’ notice. Juarez claims there are no other such emails/letters and implies  
19 that therefore the motive was discriminatory.”

20 35. On or about February 15, 2022, Luther emailed Vogel attaching emails  
21 showing that Amada provided other caregivers 4 days’ notice before deemed resignation  
22 including showing that 3 other caregivers were emailed the same notice on the same day.  
23 These emails, many of **which Amada had previously sent to Jackson Lewis on April**  
24 **29, 2021, formed much of Arbitration Exhibit 84, which was not produced to**  
25 **Claimant until March 24, 2022, and subsequently excluded at the hearing due to its**  
26 **untimely production.**

27 36. On or about March 7, 2022, the discovery cutoff in the arbitration occurred.

28 37. On or about March 24, 2022, Jackson Lewis issued a supplemental

1 document production to the Claimant in the arbitration including emails from Amada to  
2 other caregivers giving those care takers four days to respond or be deemed to have  
3 resigned their position – later identified as Exhibit 84.

4 38. On or about April 6, 8, 12, 13, and 18, 2022 and June 6, and 7, 2022, the  
5 arbitration evidentiary hearing took place. Arbitrator Saxe ordered that Jefferson and  
6 Wardle were precluded from providing testimony at the arbitration hearing because of the  
7 affirmative representations that they would not be called as witnesses by Jackson Lewis  
8 and because they had not been previously identified as witnesses in the case in discovery.  
9 The arbitrator also excluded Exhibit 84, as it had not been timely produced in discovery.  
10 Without Exhibit 84, Amada had little compelling evidence to rebut the Claimant’s claims  
11 of discrimination.

12 39. On or about September 19, 2022, Arbitrator Saxe issued an Interim  
13 Arbitration Award. On or about November 16, 2022, the Final Arbitration Award was  
14 issued.

15 40. On or about February 17, 2023, after hearing competing motions to vacate  
16 and confirm the arbitration award, the arbitrator issued an Order granting the Motion to  
17 Confirm Arbitration Award and Denying Motion to Vacate Arbitration Award.

18 41. On March 9, 2023, Los Angeles Superior Court entered Judgment on  
19 Petition to Confirm Contractual Arbitration Award in the amount of \$935,869.49.

20 42. As a direct result of Defendants’ failures and omissions during the handling  
21 of the *Juarez* arbitration, Amada was forced to incur significant legal fees and pay  
22 significant monies to third parties. Amada also lost their insurance coverage and their  
23 ability to become insured, which has caused harm to their business.

24 **FIRST CAUSE OF ACTION FOR LEGAL MALPRACTICE**

25 (Against all Defendants)

26 43. Plaintiffs incorporate herein by reference, as though fully set forth herein,  
27 each and every allegation contained in paragraphs 1 through 42, inclusive of this  
28 Complaint.

1           44. Defendants had an attorney-client relationship with Amada and thus had a  
2 duty to zealously represent Amada.

3           45. For the reasons set forth above, among others, Defendants' representation  
4 of Amada fell below the applicable standard of care.

5           46. Specifically, Defendants' failure to produce relevant, critical documents  
6 which Amada had provided to them resulted in critical defense evidence being excluded  
7 from the arbitration and resulted in a substantial arbitration award being entered against  
8 them. Further, Defendants failed to identify critical witnesses, Jefferson and Wardle, in  
9 discovery, and then affirmatively represented to the Arbitrator that those witnesses would  
10 not be called to testify, leading to their exclusion at the hearing.

11           47. As a direct and proximate cause of Defendants' negligent handling of  
12 discovery and documents in the *Juarez* arbitration, Amada suffered damages in an  
13 amount to be established at trial, including but not limited to attorney's fees, amounts  
14 paid in settlements to third parties, the loss of insurance coverage, and the loss of  
15 Amada's ability to be insured.

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**PRAYER FOR RELIEF**

WHEREFORE, Amada prays judgment against Defendants as follows:

1. For compensatory damages in an amount according to proof;
2. For disgorgement of fees according to proof;
3. For reasonable attorney’s fees according to proof;
4. For costs of suit, according to proof;
5. For legal interest on all sums awarded, according to proof;
6. For any other and further relief as the court deems just and proper.

Dated: October 6, 2023

STALWART LAW GROUP, APC



By: \_\_\_\_\_

**DAVID ANGELOFF**  
**CINDY HICKOX**  
Attorneys for Plaintiff  
AMADA SENIOR CARE, INC.

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on every issue on which it is so entitled.

Dated: October 6, 2023

STALWART LAW GROUP, APC

By: 

**DAVID ANGELOFF**

**CINDY HICKOX**

Attorneys for Plaintiff

AMADA SENIOR CARE, INC.