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

TANAIA ATTAWAY & ARMANDO
MONTANO, on behalf of themselves and all
other aggrieved employees,

Plaintiff,

v.

ALLIANCE RESIDENTIAL, LLC., an
Arizona Limited Liability Company; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 20CV365134

**SECOND AMENDED CONSOLIDATED
REPRESENTATIVE ACTION
COMPLAINT FOR:**

CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698 *et seq.*)

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1 Plaintiffs Tania Attaway, Armando Montano, Mahogani Woods (“Plaintiffs”), on behalf of
2 themselves and all other aggrieved employees hereby bring this Second Amended Consolidated
3 Representative Action Complaint against Alliance Residential, LLC, an Arizona Limited Liability
4 Company; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
5 belief allege as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves, all other aggrieved employees, and the State of
8 California, hereby bring this representative action for recovery of civil penalties under the Private
9 Attorneys General Act (“PAGA”), California Labor Code § 2698, *et seq.*

10 2. This Court has jurisdiction over Defendants because, upon information and belief,
11 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
12 intentionally avail themselves to the California market so as to render the exercise of jurisdiction
13 over them by the California courts consistent with the traditional notions of fair play and substantial
14 justice.

15 **VENUE**

16 3. Venue as to each Defendant is proper in this judicial district pursuant to California
17 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
18 complained of herein occurred in Santa Clara County. Defendants own, maintain offices, transact
19 business, have agent(s) within Santa Clara County, and/or otherwise are found within Santa Clara
20 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 4. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
23 Plaintiffs were, and currently are, California residents. During the one year immediately preceding
24 the filing of the original complaint, and within the statute of limitations periods applicable to each
25 cause of action pled herein, Plaintiffs were employed by Defendants as hourly non-exempt
26 employees. Plaintiff were and are victims of Defendants’ policies and/or practices complained
27 herein and has been deprived of the rights guaranteed under California Business & Professions
28 Code § 17200, *et seq.*; Labor Code §§ 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204b, 204.1,

1 204.2, 204.11, 205, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5,
2 226, 226.3, 226.7, 226.8, 227.3, 246, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174,
3 1174.1, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 2751; 2802, 2810.5,
4 2698 et seq., and 2699 *et seq.*); and all applicable Industrial Welfare Commission Wage Orders.
5 (“Wage Orders”)

6 5. Plaintiffs are informed and believe, and based thereon allege, that during the one
7 year preceding Plaintiffs’ giving of the required notice under the PAGA, and continuing to the
8 present, Defendants did (and continue to do) business by managing residential properties in the
9 County of Santa Clara, and employed Plaintiffs and other similarly aggrieved employees within the
10 County of Santa Clara and, therefore, were (and are) doing business in the County of Santa Clara
11 and the State of California.

12 6. Plaintiffs do not know the true names or capacities, whether individual, partner, or
13 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
14 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
15 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
16 and believe, and thereon allege, that each of said fictitious defendants, whether individual, partners,
17 or corporate, were responsible in some manner for the acts and omissions alleged herein, and
18 proximately caused Plaintiffs and the aggrieved employees to be subject to the unlawful
19 employment practices, wrongs, injuries and damages complained of herein.

20 7. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
21 herein, Defendants were and are the employers of Plaintiffs and the aggrieved employees.

22 8. At all times herein mentioned, each of said Defendants participated in the doing of
23 the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
24 Defendants, and each of them, were the agents, servants, and employees of each and every one of
25 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
26 were acting within the course and scope of said agency and employment. Defendants, and each of
27 them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions
28 complained of herein.

1 9. At all times mentioned herein, Defendants, and each of them, were members of and
2 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
3 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the
5 aggrieved employees.

6 **REPRESENTATIVE ACTION ALLEGATIONS**

7 10. Founded in 2000, Defendants own, manage/operate, and redevelop apartment
8 communities across the United States and California. Defendants provide third-party property and
9 asset management services with a management portfolio comprised of hundreds of high-rises, mid-
10 rises, garden-style properties, and student housing facilities. Defendants employ a variety of non-
11 exempt employees throughout all of California. Plaintiff Tania Attaway worked for Defendants as a
12 “Customer Service Manager” at the Woodland Park property located in Palo Alto, California from
13 approximately November 29, 2018, until her termination on or about September 17, 2019. Plaintiff
14 Armando Montano worked for Defendants as a non-exempt “Service Supervisor” in Corona,
15 California from approximately October 15, 2018, until on or about December 23, 2019. Plaintiff
16 Mahogani Woods worked for Defendants as a “Sales Associate” from approximately December
17 2019 through late 2020.

18 11. Plaintiffs and other aggrieved employees were responsible for various roles in all
19 aspects of Defendants’ real estate and property management business. In completing their required
20 work duties, Plaintiffs and other aggrieved employees were regularly required to work more than
21 8.0 hours in a workday and/or 40 hours in a workweek but were not properly paid for such time at a
22 rate of time and one-half (1.5) times the employee's regular rate of pay per hour. Plaintiffs and the
23 other aggrieved employees also often worked in excess of twelve (12) hours in one (1) day and/or
24 over eight (8) hours on the seventh (7th) day of the workweek but were not properly paid for such
25 time at a rate of two (2) times the employee's regular rate of pay per hour. However, Defendants
26 failed to include all compensation, incentives, commissions, and bonuses, including but not limited
27 to, non-discretionary “Quarterly Incentive Program bonuses,” when calculating Plaintiffs and other
28 aggrieved employees’ regular rate of pay for purposes of calculating overtime wages.

1 12. At all times relevant, Plaintiffs and other aggrieved employees consistently worked
2 hours for which they were not paid because Defendants frequently required Plaintiffs and the other
3 aggrieved employees to work off the clock to perform various job duties before and after clocking
4 in and out for their shifts.

5 13. Plaintiffs are informed and believe that Defendants were aware that Plaintiffs and
6 the other aggrieved employees were working off the clock and that they should have been paid for
7 this time.

8 14. At all relevant times, Defendants paid Plaintiffs and other aggrieved employees a
9 non-discretionary bonus and other forms of non-discretionary compensation. Nevertheless,
10 Defendants failed and continues to fail to pay Plaintiffs and other aggrieved employees the correct
11 overtime rate for all hours worked in excess of 8.0 hours per shift and/or 40 hours in a workweek.
12 As set forth above, Defendants failed to compensate Plaintiffs and other aggrieved employees for
13 all overtime wages at the proper rates.

14 15. Moreover, at all relevant times, Plaintiffs and other aggrieved employees were not
15 provided with rest periods of at least ten (10) ten minutes for each four (4) hour work period, or
16 major fraction thereof due to Defendants' invalid rest period policy/practices that required
17 Plaintiffs and other aggrieved employees to remain on the premises during rest periods.
18 Defendants maintained and enforced scheduling and staffing practices, policies, and imposed work
19 demands that frequently required Plaintiffs and other aggrieved employees to forego their lawful,
20 paid rest periods of a net ten (10) minutes for every four (4) hours worked or major fraction
21 thereof. Such requisite rest periods were not lawfully authorized and permitted.

22 16. As stated in Defendant's Addendum to Employee Handbook "California Meal and
23 Rest Break Policy," non-exempt employees "will not be permitted to leave the premises due to the
24 short duration of the rest period." Defendants' policy was to require Plaintiffs and other aggrieved
25 employees to remain at the premises during all rest periods at the threat of being written up. During
26 these rest periods non-exempt were required to remain ready to respond to calls/requests, remaining
27 under Defendants' control.

1 17. Under the applicable Wage Orders, an employer must authorize and permit all
2 employees to take ten (10) minute duty free rest periods for every major fraction of four hours
3 worked. (*See Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that
4 “during rest periods employers must relieve employees of all duties and relinquish control over
5 how employees spend their time.”].) In *Augustus*, the court expressly rejected the employers’
6 assertion that it could provide an on-duty rest period to employees who worked as security guards
7 and further explained, “that employers [must] relinquish any control over how employees spend
8 their break time and relieve their employees of all duties.” (*Id.* at 273.) As a result, Plaintiff and
9 other aggrieved employees were unable to take compliant rest periods, and since they were told to
10 remain working at the premises, they could not take their rest periods “relinquished from all duties”
11 as required by Labor Code § 226.7. Additionally, Defendants also failed to maintain any
12 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7.

13 18. Furthermore, at all relevant times, Defendants denied Plaintiffs and other aggrieved
14 employees’ reimbursement for necessary expenditures incurred as a direct consequence and
15 requirement of performing their job duties, including, but not limited to, costs associated with using
16 a cellular phone (with data) for work related purposes. Plaintiffs and other aggrieved employees
17 were required to use their personal cell phones to contact clients and corporate offices, to email
18 superiors and to take photos of maintenance issues, amongst other things. However, Plaintiffs and
19 other aggrieved employees were not reimbursed for the usage of their personal cell phones despite
20 using their cell phone to perform work-related duties.

21 19. Moreover, from at least one year ago and continuing to the present, Defendants
22 failed to provide Plaintiff and other aggrieved employees with accurate itemized wage statements
23 in accordance with Labor Code § 226(a). Labor Code § 226(a) obligates employers, semi-monthly
24 or at the time of each payment to furnish an itemized wage statement in writing showing the
25 following:

- 26 (1) gross wages earned;
27 (2) total hours worked by the employee;
28 (3) the number of piece-rate units earned and any applicable piece rate if the
employee is paid on a piece rate;

- 1 (4) all deductions, provided that all deductions made on written orders of the
2 employee may be aggregated and shown as one item;
3 (5) net wages earned;
4 (6) the inclusive dates of the period for which the employee is paid;
5 (7) the name of the employee and only the last four digits of his or her social
6 security number or an employee identification number other than a social security
7 number;
8 (8) the name and address of the legal entity that is the employer...; and
9 (9) all applicable hourly rates in effect during the pay period and the corresponding
10 number of hours worked at each hourly rate by the employee.

11 20. As a result of Defendants' failure to pay Plaintiff and other aggrieved employees all
12 overtime compensation at the regular rate of pay (by failing to including all forms of regular
13 compensation, including, but not limited to, Quarterly Incentive bonuses), and failure provide
14 employees with all compliant uninterrupted rest periods or compensation in lieu thereof, the wage
15 statements issued by Defendants fail to indicate the correct amount of gross wages earned, net
16 wages earned, and the applicable hourly rates in effect during the pay period in violation of Labor
17 Code § 226(a)(1), (5) and (9).

18 21. Moreover, at all relevant times, the wage statements provided to Plaintiffs and other
19 aggrieved employees by Defendants failed to include all applicable hourly rates in effect during the
20 applicable pay period. Specifically, the wage statements fail to state non-exempt employees'
21 applicable overtime rate(s), including coefficient overtime and double time rates. As such,
22 Defendants' failure to include the applicable overtime rates is in violation of Labor Code §
23 226(a)(9).

24 22. Additionally, at all relevant times, the wage statements issued by Defendants
25 uniformly fail to list the correct total hours worked and therefore, fail to comply with Labor Code §
26 226(a)(2). Specifically, the wage statements issued by Defendants generally included an item titled
27 "total hours worked," which stated "0.0000" regardless of the number of hours actually worked,
28 and/or a line item that stated, "total hours," which included the "hours" attributed to meal period
premiums, holiday and vacation pay, and sick pay, even though the hours ascribed to these types of
earnings are not considered hours worked. The "total hours" line item also double-counted
overtime hours worked, and/or included other items in "total hours" other than hours worked.

1 Further, the wage statements furnished by Defendants failed to list the applicable rates of pay for
2 regular, overtime and double-time hours, in violation of Labor Code § 226(a)(9).

3 23. Plaintiffs also allege, upon information and belief, that Plaintiffs and the other
4 aggrieved employees were not timely and lawfully paid all earned commissions as required by law.

5 24. Defendants have also made it difficult to determine applicable rates of pay and
6 account with precision for the unlawfully withheld wages and deductions due to be paid to non-
7 exempt employees, including Plaintiffs, during the liability period because they did not implement
8 and preserve a lawful record-keeping method to record all hours worked, all applicable rates, meal
9 periods, and non-provided rest and meal periods owed to employees as required for non-exempt
10 employees by 29 U.S.C. § 211(c), Labor Code § 226, and applicable Wage Orders.

11 25. Plaintiffs further allege that Plaintiffs and the other aggrieved employees were often
12 required to work shifts in excess of five (5) hours without being provided a lawful, timely first meal
13 period and/or over ten (10) hours in a day without being provided a second lawful, timely meal
14 period as required by law. Meal periods were often late or interrupted, or not provided in the first
15 instance.

16 26. Indeed, during the relevant time, as a consequence of Defendants' staffing and
17 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
18 Defendants frequently failed to provide Plaintiffs and the other aggrieved employees timely, legally
19 compliant uninterrupted thirty (30) minute meal periods on shifts over five (5) hours and second
20 (2nd) meal periods on shifts over ten (10) hours as required by law.

21 27. On information and belief, Plaintiffs and the other aggrieved employees were not
22 provided with valid lawful on-duty meal periods, and they did not waive their rights to meal
23 periods under the law.

24 28. Plaintiffs are informed and believe, and thereon allege, that Defendants know,
25 should know, knew, and/or should have known that Plaintiffs and the other aggrieved employees
26 were entitled to receive premium wages based on their regular rate of pay under Labor Code
27 section 226.7 but were not receiving such compensation.

1 29. Plaintiffs are informed and believe, and based thereon allege, that the violations
2 alleged herein are continuing until the present. Based on the foregoing, Plaintiffs seek to represent
3 himself and all aggrieved employees, as defined by Labor Code § 2699(c).

4 30. As a further result of Defendants' failure to pay Plaintiffs and other aggrieved
5 employees all overtime compensation at the regular rate of pay (by failing to including all forms of
6 regular compensation, including Quarterly Incentive bonuses), and failure to provide employees
7 with all compliant uninterrupted rest periods or compensation in lieu thereof, Defendants has also
8 failed to pay Plaintiff and other aggrieved employees all wages and other compensation owed at
9 their time of separation from employment with Defendants in violation of Labor Code §§ 201-203
10 and applicable Wage Orders.

11 31. In addition, upon information and belief, Defendants failed to timely and properly
12 pay sick leave as required by law, including as required by the Healthy Workplace Healthy Family
13 Act of 2014 (HWHFA), the Families First Coronavirus Response Act (FFCRA) and California
14 Covid-19 Supplemental Paid Sick Leave laws.

15 32. Plaintiffs allege that Defendants failed to pay Plaintiff and the other aggrieved
16 employees sick pay at the regular rate as required by Labor Code section 246. Specifically,
17 Defendant failed to pay sick leave at the proper rate because it failed to take all forms of
18 compensation, including incentives, bonuses, commissions, and other wages into account in
19 calculating the regular rate.

20 33. Plaintiffs also allege that Defendants failed to provide employees with commission
21 contracts, agreements, or notices as required by Labor Code section 2751.

22 34. By virtue of the above-specified violations, including the failure to record hours
23 worked off the clock, failure to record commissions earned and rates at which earned, wages
24 earned, proper rates of pay and hours worked, and the failure to timely pay wages according to
25 requirements of Labor Code 204, Defendant failed to keep accurate timekeeping and wage
26 information and violated Labor Code sections 226(a), 1174, and 1174.5.

27 35. Defendant also failed to keep accurate payroll information as a consequence of the
28 above specified violations, including the failure to pay for all hours worked, premiums for missed

1 meal and rest breaks as required by law.

2 **FIRST CAUSE OF ACTION**

3 **PRIVATE ATTORNEYS GENERAL ACT**

4 **(AGAINST ALL DEFENDANTS)**

5 36. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though fully
6 set forth herein.

7 37. Defendants have committed Labor Code violations against Plaintiffs and other
8 aggrieved employees. Plaintiffs are “aggrieved employees” within the meaning of Labor Code §§
9 2698 *et seq.*, and acting on behalf of themselves, other aggrieved employees, and the State of
10 California, bring this representative action against Defendants to recover the civil penalties due to
11 Plaintiffs, other aggrieved employees against whom one or more of the violations has been
12 committed, and the State of California according to proof, pursuant to Labor Code § 2699,
13 including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each
14 subsequent violation of Labor Code § 226(a), pursuant to Labor Code § 226.3 per employee per
15 pay period; and (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
16 employee per pay period for those violations of the Labor Code for which no civil penalty is
17 specifically provided, pursuant to Labor Code § 2699(f), based on the following Labor Code
18 violation:

- 19 a. Failing to comply with the requirement of Labor Code §1182.12, 1194, 1197, 1198,
20 and Wage Orders to pay at least minimum wage for every hour worked;
- 21 b. Failing to comply with the requirement of Labor Code §216 to pay wages after
22 demand was made;
- 23 c. Failing to comply with the requirement of Labor Code §§204 and 210 to pay,
24 without condition and within the time set by the applicable article, all wages, or
25 parts thereof;
- 26 d. Failing to comply with the requirement of Labor Code §225.5 to pay wages due;
- 27 e. Failing to pay Plaintiff and other similarly aggrieved employees for all wages
28 earned, including overtime wages and reporting time, in violation of Labor Code §§

- 1 204, 510, 558, 1194, 1197, 1198, and IWC Wage Orders;
- 2 f. Failing to authorize and permit Plaintiff and other similarly aggrieved employees
- 3 with all of their statutorily mandated rest periods in violation of Labor Code §§
- 4 226.7, 516, 1198, and IWC Wage Orders.
- 5 g. Failing to comply with the requirement of Labor Code §226.7, 512, 1198, and IWC
- 6 Wage Orders to provide timely, uninterrupted 30 minute off-duty meal periods;
- 7 h. Failing to comply with the requirement of Labor Code §226.7, 1198, and IWC
- 8 Wage Orders to pay one hour of premium pay at the regular rate for each lawful
- 9 meal break that was not provided;
- 10 i. Failing to maintain required records in violation of Labor Code §226, 1174, and
- 11 Wage Orders;
- 12 j. Failing to reimburse Plaintiff and other similarly aggrieved employees for necessary
- 13 business expenditures in violation of Labor Code §§ 2802-2804;
- 14 k. Failing to furnish Plaintiff and other similarly aggrieved employees with complete,
- 15 accurate, itemized wage statements in violation of Labor Code § 226;
- 16 l. Failing to issue commission plans, contracts or notices in violation of Labor Code
- 17 section 2751; and
- 18 m. Failing to pay sick leave at the regular rate in violation of Labor Code section 246;
- 19 and Failing to compensate Plaintiff and other similarly aggrieved employees with all
- 20 earnings at their separation of employment and to pay waiting time penalties to
- 21 former employees in violation of Labor Code §§ 201-203.
- 22 38. Pursuant to Labor Code § 2699.3(a), on January 15, 2020, March 11, 2020, and June
- 23 1, 2021, Plaintiffs Montano, Attaway, and Woods, respectively, gave written notice by certified
- 24 mail to Defendant Alliance Residential, LLC, and to the Labor Workforce Development Agency
- 25 (“LWDA”) of their claims, which collectively included the facts and theories supporting all claims
- 26 outlined in this Complaint. Accordingly, now that 65 days have elapsed from the notice date(s),
- 27 Plaintiffs have fulfilled all administrative prerequisites to the pursuit of their PAGA claims on
- 28 behalf of themselves and all other aggrieved employees of Defendants.

39. Pursuant to Labor Code § 210, for violations of Labor Code § 204, Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred (\$200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.

40. Pursuant to Labor Code §558(a), "(a)nny employer or other person acting on behalf of an employer who violated, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor Code §§ 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.

41. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).

42. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

43. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have hereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiffs prays for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1 1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other aggrieved
2 employees, and the State of California according to proof pursuant to Labor Code § 2699(a) and (f)
3 including, but not limited to: (1) \$250.00 for each initial violation, and \$1,000.00 for each
4 subsequent violation, of Labor Code § 226, pursuant to Labor Code § 226.3 per employee per pay
5 period; and/or (2) \$100.00 for each initial violation and \$200 for each subsequent violation per
6 employee per pay period for those violations of the Labor Code for which no civil penalty is
7 specifically provided, pursuant to Labor Code § 2699(f), based on the foregoing Labor Code
8 violations alleged herein.

9 2. For penalties under Labor Code §§ 210, 1174.5, and 1197.1.

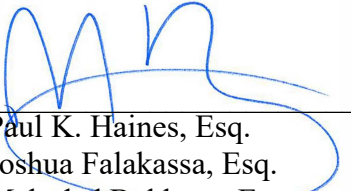
10 3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California
11 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
12 Interest.

13 4. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
14 1194, 226, 2699(g), and Code of Civil Procedure § 1021.5, and/or any other applicable provisions
15 providing for attorneys' fees and costs; and

16 5. For such other and further relief the Court may deem just and proper.
17

18 Dated: December 22, 2022

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26 Attorneys for Plaintiffs and the other
27 aggrieved employees
28

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 450, Los Angeles, California 90067.

5 On December 27, 2022, I served the following document(s) described as
6 **SECOND AMENDED CONSOLIDATED REPRESENTATIVE ACTION COMPLAINT**
on the interested parties in this action by placing true copies thereof enclosed in sealed
7 envelopes addressed as follows:

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10 **Counsel for defendant**
11 **Alliance Residential. LLC**

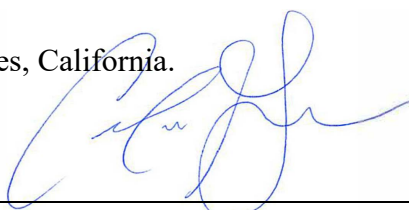
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13 **Co-Counsel for Plaintiffs on behalf of**
14 **themselves and all other aggrieved**
employees

15 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
16 electronic service provider First Legal to the person(s) identified above at the email address(es)
17 indicated and did not, within a reasonable time after transmission, receive any message or
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18 delay or caused failure in transmission and delivery of the document and/or any attachments
thereto.

19 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

20 Executed on December 27, 2022, at Los Angeles, California.

21 
22 _____
23 Carlos Garcia