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and on behalf of other individuals similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

NAYELI RAMIREZ-SANCHEZ, individually
and on behalf of other individuals similarly
situated,

Plaintiff,

v.

KM STRATEGIC MANAGEMENT, LLC, a
California limited liability company; and DOES
1 through 100, inclusive

Defendants.

FILED
Superior Court of California
County of Riverside

1/4/2021

A. Vargas

Electronically Filed

CASE NO. RIC2002148

**THIRD AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. Failure to Pay All Wages;**
- 2. Meal Breaks in Violation of California Labor Code §§ 200, 226.7, 512;**
- 3. Rest Breaks in Violation of California Labor Code §§ 200, 226.7, 512;**
- 4. Failure to Furnish an Accurate Itemized Wage Statement upon Payment of Wages in Violation of California Labor Code §226;**
- 5. Failure to Pay All Wages Owed at Termination in Violation of California Labor Code §203;**
- 6. Violations of California Business & Professions Code §§ 17200, et seq.;**
- 7. Penalties Pursuant to California Labor Code §§ 2698-2699, et. seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff NAYELI RAMIREZ-SANCHEZ (hereinafter referred to as "Plaintiff"), hereby
2 submits her Third Amended Class Action Complaint against Defendants KM STRATEGIC
3 MANAGEMENT, LLC, a California limited liability company; and DOES 1 through 100 (hereinafter
4 referred to as "Defendants") on behalf of herself and the class of all other similarly situated current
5 and former employees of Defendants as follows:

6 **INTRODUCTORY FACTUAL ALLEGATIONS**

7 1. This class action is within the Court's jurisdiction under California *Labor Code* and
8 California *Business and Professions Code* § 17200, et seq., (Unfair Practices Act).

9 2. This complaint challenges systemic illegal employment practices resulting in
10 violations of the California *Labor Code*, and California *Business and Professions Code* against
11 employees of Defendants.

12 3. Plaintiff seeks relief on behalf of herself and the members of the Plaintiff Class as a
13 result of employment policies, practices and procedures more specifically described below, which
14 violate the California *Labor Code*, and the orders and standards promulgated by the California
15 Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards,
16 and which have resulted in the failure of Defendants to pay Plaintiff and members of the Plaintiff
17 Class all wages due to them. Said employment policies, practices and procedures are generally
18 described as follows:

- 19 a. Failure to pay all wages as Defendants rounded all hours worked by the Plaintiff
20 and members of the Plaintiff Class;
- 21 b. Failure to provide proper meal periods to Plaintiff and members of the Plaintiff
22 Class;
- 23 c. Failure to provide proper rest periods to Plaintiff and members of the Plaintiff
24 Class;
- 25 d. Failure to provide accurate itemized wage statements; and
- 26 e. Failure to timely pay all wages due to Plaintiff and members of the Plaintiff Class
27 upon termination or within 72 hours of resignation.
- 28

1 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged
2 in, among other things a system of willful violations of the California *Labor Code*, California *Business*
3 *and Professions Code*, and applicable IWC wage orders by creating and maintaining policies, practices
4 and customs that knowingly deny employees the above stated rights and benefits.

5 5. The policies, practices and customs of Defendants described above and below have
6 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
7 routinely adhere to the structures of the California *Labor Code*, and California *Business and Professions*
8 *Code*.

9 6. This matter is brought as a class action pursuant to California *Code of Civil Procedure* §
10 382, on behalf of Plaintiff and the Plaintiff Class, which is defined more specifically below, but which is
11 comprised, generally, of all former and current employees of Defendants KM STRATEGIC
12 MANAGEMENT, LLC, a California limited liability company; who hold or held the job positions which
13 Defendants classified as “non-exempt” at any of Defendants’ facilities in California and throughout the
14 United States.

15 7. This Complaint alleges systematic violations of the California *Labor Code* (hereinafter,
16 “*Labor Code*,”) and the California *Business & Professions Code* and is brought by Plaintiff on her own
17 behalf and on behalf of the members of the Plaintiff Class.

18 8. The California Plaintiff “Class Period” is defined as the period from four years prior to the
19 filing of this action through and including the date judgment is rendered in this matter. Plaintiff herein
20 reserves the right to amend this Complaint to reflect a different Class Period as discovery in this matter
21 proceeds.

22 9. The actions of Defendants are in violation of the California *Labor Code* as well as the wage
23 orders of the Industrial Wage Commission of the State of California and, as a result, are unlawful and
24 unfair acts, thus constituting a violation of California *Business & Professions Code* § 17200, et seq. (Unfair
25 Practices Act).

26 10. The policies, practices and customs of Defendants described above and herein have
27 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
28 routinely adhere to the requirements of the California *Labor Code* and of the *Business & Professions Code*.

1 **JURISDICTION AND VENUE**

2 11. On information and belief, Defendants are either citizens of California, have sufficient
3 minimum contacts in California, or otherwise intentionally avails themselves of the California market
4 so as to render the exercise of jurisdiction over them by the California courts consistent with traditional
5 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this
6 action given that the State of California, as the real party in interest in this action, is not a “citizen” for
7 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th
8 Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in
9 controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction
10 cannot be established when Plaintiff’s share of the civil penalties attributable to violations personally
11 suffered are less than \$75,000. *Id.* at 1122.

12 12. Venue is proper in Riverside County because the acts which give rise to this litigation
13 occurred in this county and Defendants does business in Riverside County.

14 **THE PARTIES**

15 13. Plaintiff NAYELI RAMIREZ-SANCHEZ (“Plaintiff”) is a resident of Riverside
16 County, in the State of California. Plaintiff was employed by Defendants, KM STRATEGIC
17 MANAGEMENT, LLC, a California limited liability company from approximately February 2015
18 through August 16, 2019, as a “Medical Assistant.”

19 14. KM STRATEGIC MANAGEMENT, LLC, is a California limited liability company
20 conducting business in California.

21 15. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
22 mentioned Defendants and DOES 1 through 100, are and were corporations, business entities,
23 individuals, and partnerships, licensed to do business and actually doing business in the State of
24 California.

25 16. Plaintiff does not know the true names or capacities, whether individual, partner or
26 corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said
27 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
28 when the true names and capacities are known. Plaintiff is informed and believes, and based thereon

1 alleges, that each of said fictitious Defendants were responsible in some way for the matters alleged
2 herein and proximately caused Plaintiff and members of the general public and class to be subject to
3 the illegal employment practices, wrongs and injuries complained of herein.

4 17. At all times herein mentioned, Defendants participated in the doing of the acts
5 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
6 each of them, were the agents, servants and employees of each of the other Defendants, as well as the
7 agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
8 of said agency and employment.

9 18. Plaintiff is informed and believes, and based thereon alleges, that at all times material
10 hereto, each of the Defendants named herein were the agent, employee, alter ego and/or joint venturer
11 of, or working in concert with each of the other co-Defendants and were acting within the course and
12 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
13 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
14 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15 19. At all times herein mentioned, Defendants, and each of them, were members of, and
16 engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope
17 of, and in pursuance of, said joint venture, partnership and common enterprise.

18 20. At all times herein mentioned, the acts and omissions of various Defendants, and each
19 of them, concurred and contributed to the various acts and omissions of each and all of the other
20 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
21 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
22 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts
23 and omissions of each and all of the other Defendants in proximately causing the damages as herein
24 alleged.

25 21. The members of the Plaintiff Class, including the representative Plaintiff named herein,
26 have been employed during the Class Period in California. The practices and policies which are
27 complained of by way of this Complaint are enforced throughout the State of California and the United
28 States.

FACTUAL ALLEGATIONS

22. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

23. Plaintiff and the members of the Plaintiff Class seek compensation from Defendants for the relevant time period because Defendant:

- a. Failed to pay Plaintiff and members of the Plaintiff Class all wages owed, by rounding all hours worked;
- b. Failed to provide Plaintiff and members of the Plaintiff Class with proper meal periods as mandated by California law;
- c. Failed to provide Plaintiff and members of the Plaintiff Class with proper rest periods as mandated by California law;
- d. Failed to timely pay Plaintiff and members of the Plaintiff Class with all wages owed at time of termination or within 72 hours; and
- e. Failed to provide Plaintiff and members of the Plaintiff Class with accurate itemized wage statements.

24. Defendants have engaged in, and continue to engage in, unfair business practices in California by practicing, employing and utilizing the employment practices and policies outlines above.

25. Defendants' utilization of such unfair business practices deprives Plaintiff and other aggrieved employees of the general minimum working standards and entitlements due to them under California law and the Industrial Welfare Commission wage orders as described herein.

26. Plaintiff and all other aggrieved employees were and are classified by Defendants as non-exempt employees, pursuant to the provisions of the California *Labor Code*, and the orders and standards promulgated by the California Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards. As non-exempt employees, Plaintiff and all other aggrieved employees are entitled to certain benefits, including mandated meal and rest breaks. In addition, said statutory provisions, wage orders, regulations and standards obligate the employer to maintain accurate records of the hours worked by employees.

///

1 27. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of
2 the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment
3 of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants
4 to fully perform its obligations under state law, all to Plaintiff's respective damage in amounts according
5 to proof at the time of trial.

6 ***Defendants' Failure to Pay for All Hours Worked***

7 28. Defendants did not compensate their hourly non-exempt employees for all the minutes that
8 they worked as described above, including but not limited to the time that the employees were subject to
9 the control and direction of Defendants; and/or the time that the employees were suffered or permitted to
10 work.

11 29. Defendants, at all times relevant herein, failed to compensate for all actual hours worked
12 by non-exempt employees. As a result, Defendants have failed and refused to compensate Plaintiff and
13 members of the Plaintiff Class all wages due to them for actual hours worked.

14 ***Rounding***

15 30. During the relevant time period, Defendant regularly, systematically, and impermissibly
16 rounded and/or truncated the hours worked by Plaintiff and non-exempt employees by maintaining a
17 policy/practice that rounded Plaintiff's and other non-exempt employees' timekeeping entries in 5-minute
18 increments, which resulted, over a period of time, in Defendant's failure to properly compensate Plaintiff
19 and other non-exempt employees for all hours worked, and deprived them of all minimum and overtime
20 wages earned.

21 31. Defendant uses a timekeeping software to record its employee work hours. All non-exempt
22 employees are required to "punch" into the system at the beginning and end of their shifts, as well as for
23 meal breaks. A punch shows the actual time (to the minute) when the employee punched into the system,
24 Defendant systematically calculated all non-exempt employees pay based on his or her punch times subject
25 to a rounding policy where in and out punches are rounded up or down to the nearest quarter of an hour.
26 E.g., if an employee punches in at 2:57, it would round up to 3:00 and if an employee punched out at 7:27,
27 it would round down to 7:25. This can be seen on all of Plaintiff's timecards.

32. Defendant's routine policy of rounding all hours deprived Plaintiff and other Class Members of the compensation they should have received for all actual hours worked by rounding in a manner that consistently resulted in an underpayment to Plaintiff and the Plaintiff Class for all time worked

33. Plaintiff alleges that she and the Plaintiff Class typically had uneven and non-rounded punches, but end results are the time being rounded by Defendant. Defendants' rounding policies and practices resulted in a disproportionate impact which does not average out over a period of time and results in a failure to compensate Plaintiff and those similarly situated for all time actually worked.

34. Defendants did not compensate their hourly non-exempt employees for all the minutes that they worked as described above, including but not limited to the time that the employees were subject to the control and direction of Defendant; and/or the time that the employees were suffered or permitted to work. Defendant's timekeeping system systematically shaved time off its employees' actual time worked, by rounding their timestamps. The system had a bias toward the employer, typically shaving minutes per day off of Plaintiffs' "hours worked." Therefore, Plaintiff alleges that Defendant's illegally rounded or "shaved" minutes from their hourly non-exempt employees' daily time worked at the beginning and end of their shift. Defendant's illegal "shaving" of minutes per day from each hourly employee's time worked and/or illegal "rounding" resulted in Defendant's failure to compensate each employee for all minutes of actual work every day worked in violation of California *Labor Code* § 1194. Defendant owes each of their hourly employees for the unpaid "shaved" minutes and/or illegally "rounded" minutes.

35. As a result, Defendant has failed and refused to compensate Plaintiff and members of the Plaintiff Class all wages due to them for actual hours worked, and are in violation of California *Labor Code* §§ 1194 and 510. Defendant owes each of their hourly employees for the unpaid time each day.

Defendants' Failure to Provide Compliant Meal Breaks

36. Plaintiff alleges that meal breaks were short, interrupted and missed. Specifically, Plaintiff alleges that meal breaks were often interrupted by medical providers asking questions and talking about patients.

37. Further, Plaintiff alleges that four (4) days out of the week, pharmacy companies would come in during meal breaks and would do presentations, and it was expected that the Plaintiff and

1 members of the Plaintiff Class attend, thus, depriving Plaintiff and members of the Plaintiff Class of
2 the full meal break as required.

3 38. Plaintiff also alleges that on Thursdays she was required to drive to the Murrieta
4 location. Due to staffing issues, her meal break would only be approximately fifteen (15) minutes.
5 However, her supervisor advised her to clock out for thirty (30) minutes even if a meal break was not
6 taken. Therefore, Plaintiff and other members of the Plaintiff Class did not receive a thirty (30) minute
7 meal break.

8 39. Plaintiff alleges that throughout the Relevant Time Period, Defendants regularly:

- 9 a. Failed to provide Plaintiff and the members of the Plaintiff Class with a first meal
10 period of not less than thirty (30) minutes during which they are relieved of all duty
11 before working more than five (5) hours;
12 b. Failed to provide Plaintiff and the members of the Plaintiff Class with a second
13 meal period of not less than thirty (30) minutes during which they are relieved of
14 all duty before working more than ten (10) hours per day;
15 c. Failed to pay Plaintiff and the members of the Plaintiff Class one hour of pay at
16 their regular rate of compensation for each workday that a meal period was not
17 provided; and
18 d. Failed to accurately record all meal periods.

19 ***Defendants' Failure to Provide Compliant Rest Breaks***

20 40. At all times, relevant hereto, California *Labor Code* § 226.7 and IWC Wage Order,
21 section 12, required employers to authorize, permit, and provide a ten (10) minute paid rest for each
22 four (4) hours of work, during which employees are relieved of all duty.

23 41. At all times, relevant hereto, California *Labor Code* § 226.7(b) and IWC Wage Order,
24 section 12 required employers to pay one hour of additional pay at the regular rate of compensation
25 for each employee and each workday that a proper rest period is not provided.

26 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
27 effectively communicate California rest period requirements to Plaintiff and the members of the
28 plaintiff class. Plaintiff is further informed and believes and based thereon alleges that throughout the

1 relevant time period Defendants failed to provide proper rest periods.

2 43. Plaintiff alleges that rest breaks were almost always missed. This was a result of having
3 patients back-to-back and needing to be in the room with the provider.

4 44. Throughout the Relevant Time Period, Plaintiff and the members of the Plaintiff Class
5 were routinely denied the rest breaks they were entitled to under California law.

6 45. Specifically, throughout the Relevant Time Period, Defendants regularly:

7 e. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and
8 the members of the Plaintiff Class were relieved of all duty for each four (4) hours
9 of work and able to take rest periods within the middle of the shift; and

10 f. Failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay
11 at their regular rate of compensation for each workday that a rest period was not
12 permitted.

13 ***Defendants' Failure to Pay All Wages Due at Termination of Employment***

14 46. At all times, relevant hereto, California *Labor Code* § 201 required an employer that
15 discharges an employee to pay compensation due and owing to said employee immediately upon
16 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any
17 compensation due and owing to said employee within seventy-two (72) hours of an employee's
18 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay
19 compensation promptly upon discharge or resignation, as required under Sections 201 and 202, then
20 the employer is liable for waiting time penalties in the form of continued compensation for up to thirty
21 (30) work days.

22 47. Defendants willfully and knowingly failed to pay Plaintiff and other members of the
23 Plaintiff Class, upon termination of employment, all accrued compensation.

24 48. Specifically, Plaintiff and members of the Plaintiff Class were entitled to premiums for
25 improper meal and rest breaks, and were and are entitled to all pay as a result of Defendants' consistent
26 policy of rounding hours worked.

27 ***Defendants' Failure to Provide Accurate Wage Statements***

28 49. Defendants failed to comply with California *Labor Code* § 226(a) because the hours

1 worked were incorrect as a result of the uniform, routine and systemic violations described above
2 resulting in a violation of California *Labor Code* § 226(a).

3 50. Plaintiff and members of the Plaintiff Class's wage statements failed to reflect all
4 compensable time worked for Defendant because they were not paid for all time worked due to
5 Defendant's systematic rounding policy. Further, Defendant failed to compensate Plaintiff and other
6 members of the Plaintiff Class for rest break premiums. Thus, hours worked, net and gross wages are all
7 incorrect.

8 ***Facts Regarding Willfulness***

9 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and
10 were advised by skilled lawyers, other professionals, employees with human resources background
11 and advisors with knowledge of the requirements of California wage and hour laws.

12 52. Plaintiff is informed and believes and based thereon alleges that at all relevant times,
13 Defendants had a consistent policy or practice of failing to compensate the Plaintiff Class members,
14 including Plaintiff.

15 53. Plaintiff is informed and believes and based thereon alleges that at all relevant times,
16 Defendants knew or should have known, that the Plaintiff Class members, including Plaintiff, were
17 entitled to receive duty-free meal periods within the first five (5) hours of any shift of six (6) or more
18 hours worked, and that any failure to do so requires Defendants to pay Plaintiff and the members of
19 the plaintiff class one (1) hour of wages per day for untimely, missed, or on-duty meal periods.

20 54. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
21 Defendants knew or should have known, that the Plaintiff Class members, including Plaintiff, were
22 and are entitled to one (1) ten (10) minute rest break for each shift of four (4) hours or more, and that
23 any failure to allow said breaks requires Defendants to pay the plaintiff class members, including
24 Plaintiff, one (1) hour of wages per day for missed or on-duty rest breaks.

25 ***Plaintiff's Exhaustion of Administrative Remedies***

26 55. Plaintiff has complied with the procedures for bringing suit specified in California
27 *Labor Code* § 2699.3.
28

56. By letter dated June 25, 2020, required notice was sent to Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California *Labor Code* alleged to have been violated, including the facts and theories to support the alleged violations.

57. More than sixty-five (65) days have passed since the date the notice was mailed and the LWDA has not notified Plaintiff that it intends to investigate the allegations herein.

Unfair Business Practices

58. Defendants have engaged in, and continue to engage in, unfair business practices in California by practicing, employing and utilizing the employment practices and policies outlined above.

59. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competitors.

60. Defendants' utilization of such unfair business practices deprives Plaintiff and members of the Plaintiff Class of the general minimum working standards and entitlements due them under California law and the Industrial Welfare Commission wage orders as described herein.

61. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to Plaintiff's respective damage in amounts according to proof at the time of trial.

CLASS ACTION ALLEGATIONS

62. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

63. Plaintiff brings this action on behalf of herself and all others similarly situated as a class action, pursuant to California *Code of Civil Procedure* §382. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

Plaintiff Class

All persons who have been, or currently are, employed by Defendants and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in the State of California. (The Class

1 Period is defined as the period from four years prior to the filing of this
2 action through and including the date judgment is rendered in this
3 matter).

4 **Terminated Sub Class**

5 All members of the Plaintiff Class whose employment ended during the
6 Class Period (The Class Period is defined as the period from four years
7 prior to the filing of this action through and including the date judgment
8 is rendered in this matter).

9 (collectively “Plaintiff Class” or “Class Members”)

10 64. Plaintiff is informed and believes, and on that basis alleges, that during the class period
11 thousands of class members have been employed by Defendants as non-exempt employees in the State
12 of California. Because so many persons have been employed by Defendants in this capacity, the
13 members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or
14 impracticable.

15 65. Common questions of law, in fact, exist as to all members of the Plaintiff Class and
16 predominate over any questions affecting solely individual members of the Plaintiff Class. Among
17 the questions of law and fact, that are relevant to the adjudication of class members claims are as
18 follows:

- 19 a. Whether Plaintiff and Class Members are subject to and entitled to the benefits
20 of California wage and hour statutes;
- 21 b. Whether Defendants maintained accurate records of the hours worked by
22 employees;
- 23 c. Whether Defendants had a standard policy of not providing proper meal and rest
24 breaks to Plaintiff and members of the Plaintiff Class;
- 25 d. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and
26 members of the Plaintiff Class with true and proper wage statements upon
27 payment of wages, in violation of California *Labor Code* §226;
- 28 e. Whether Defendants unlawfully and/or willfully failed to compensate employees

for all hours worked;

f. Whether Defendants unlawfully/or willingly failed to timely pay Plaintiff and the Terminated Sub Class upon termination;

g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and

h. Whether Defendants' conduct as alleged herein violates the Unfair Business Practices Act of California, *Bus. & Prof. Code* § 17200, *et seq.*

66. The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Plaintiff and the members of the Plaintiff Class sustained losses, injuries and damages arising from Defendant's common policies, practices, procedures, protocols, routines, and rules which were applied to other class members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other members of the proposed class.

67. Plaintiff is an adequate representative of the proposed classes because she is a member of the class, and his interests do not conflict with the interests of the members she seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and her counsel intends to prosecute this action vigorously for the benefit of the classes. The interests of the Class Members will fairly and adequately be protected by Plaintiff and her attorneys.

68. A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual basis, because this would potentially result in hundreds of individuals, repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the prospect of a "race to the courthouse," and an inequitable allocation of recovery among those with equally meritorious claims. By contrast, the class action device presents far fewer management difficulties, and provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a single court.

1 69. The various claims asserted in this action are additionally or alternatively certifiable
2 under the provisions of the California *Code of Civil Procedure* § 382 because:

3 a. The prosecution of separate actions by hundreds of individual class members
4 would create a risk or varying adjudications with respect to individual class
5 members, thus establishing incompatible standards of conduct for Defendants,
6 and

7 b. The prosecution of separate actions by individual class members would also
8 create the risk of adjudications with respect to them that, as a practical matter,
9 would be dispositive of the interest of the other class members who are not a
10 party to such adjudications and would substantially impair or impede the ability
11 of such non-party class members to protect their interests.

12 70. Plaintiff hereby incorporates each and every allegation contained above and realleges
13 said allegations as if fully set forth herein.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY FOR ALL HOURS WORKED**

16 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

17 71. Plaintiff incorporates herein by reference the allegations set forth above.

18 72. At all times relevant herein, which comprise the time period not less than four (4) years
19 preceding the filing of this action, Defendants were required to compensate their hourly employees
20 for all hours worked upon reporting for work at the appointed time stated by the employer, pursuant
21 to the Industrial Welfare Commission Orders and California *Labor Code* §§ 200, 226, 1197, and 1198.

22 73. For at least the four (4) years preceding the filing of this action, Defendants failed to
23 compensate employees for all hours worked. Defendants implemented policies that actively prevented
24 employees from being compensated for all time worked by rounding all hours worked.

25 74. Under the above-mentioned wage order and state regulations, Plaintiff and the Plaintiff
26 Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years
27 preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance
28 with California *Labor Code* § 218.5, and penalties pursuant to California *Labor Code* §203 and 206.

1 75. Defendant rounded Plaintiff's and members of the Plaintiff Class's time to their
2 detriment. Defendant uses a timekeeping software to record its employee work hours. Employees are
3 required to "punch" into the system at the beginning and end of their shifts, as well as for meal breaks.
4 A punch shows the actual time (to the minute) when the employee punched into the system, Defendant
5 calculated an employee's pay based on his or her punch times subject to a rounding policy where in
6 and out punches are rounded up or down to the nearest quarter of an hour. E.g. if an employee punches
7 in at 2:57, it would round up to 3:00 and if an employee punched out at 7:27, it would round down to
8 7:25. This can be seen on all of Plaintiff's timecards.

9 76. Defendants did not compensate their hourly non-exempt employees for all the minutes
10 that they worked as described above, including but not limited to the time that the employees were
11 subject to the control and direction of Defendant; and/or the time that the employees were suffered or
12 permitted to work.

13 77. By their policy of requiring Plaintiff and others to work without receiving
14 compensation for all hours worked at their regular rate, or if in excess of eight (8) hours in a workday
15 and/or forty (40) hours in a workweek, without compensating Plaintiff at the rate of time and one-
16 half (1 1/2), Defendant willfully violated the provisions of California *Labor Code* § 1194.

17 78. Defendants have knowingly and willfully refused to perform their obligations to
18 compensate Plaintiff and the Plaintiff Class for all wages earned and all hours worked, in violation of
19 state law. As a direct result, Plaintiff and the Plaintiff Class have suffered, and continue to suffer,
20 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
21 expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under
22 state law, in accordance with Plaintiff's and the Plaintiff Class' respective damage amounts according
23 to proof at time of trial.

24 79. Defendants committed such actions alleged knowingly and willfully, with the wrongful
25 and deliberate intention of injuring Plaintiff and the Plaintiff Class, from improper motives amounting
26 to malice, and in conscious disregard of Plaintiff's and the Plaintiff Class' rights.

27 80. Defendants have knowingly and willfully refused to perform its obligations to
28 compensate Plaintiff and the members of the Plaintiff Class for all wages earned and all hours

1 worked, in violation of state law. As a direct result, Plaintiff and the members of the Plaintiff Class
2 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
3 wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants
4 to fully perform their obligation under state law, in accordance with Plaintiffs' and the members of
5 the Plaintiff Class' respective damage amounts according to proof at time of trial.

6 81. Plaintiff and the Plaintiff Class are thus entitled to recover nominal, actual, and
7 compensatory damages in amounts according to proof at the time of trial.

8 82. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff
9 Class have been damaged in an amount according to proof at time of trial.

10 **SECOND CAUSE OF ACTION**

11 **MEAL BREAKS IN VIOLATION OF**

12 **CALIFORNIA LABOR CODE §§ 200, 226.7, 512**

13 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

14 83. Plaintiff incorporates herein by reference the allegations set forth above.

15 84. For at least the four (4) years preceding the filing of this action, Defendants failed to
16 provide meal breaks as required by law.

17 85. California *Labor Code* § 226.7(a) provides that: "No employer shall require any
18 employee to work during any meal or rest period mandated by an applicable order of the Industrial
19 Welfare Commission."

20 86. California *Labor Code* § 512 provides that: "An employer may not employ an
21 employee for a work period of more than five hours per day without providing the employee with a
22 meal period of not less than 30 minutes, except that if the total work period per day of the employee
23 is no more than six hours, the meal period may be waived by mutual consent of both the employer and
24 employee."

25 87. The applicable Wage Order Section 11(D) states "If an employer fails to provide an
26 employee a meal period in the applicable provisions of this order, the employer shall pay the employee
27 one (1) hour of pay at the employee's regular rate of compensation each day that the meal period is
28 not provided."

1 88. Throughout the Class Period, Plaintiff and the members of the Plaintiff Class
2 consistently worked over five (5) hours per work period, and therefore, were entitled to a meal period
3 of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

4 89. Defendants failed to pay Plaintiff and the Class members the full statutory penalty for
5 all missed meal periods.

6 90. At all times relevant to this Complaint, each Defendants failed, and have continued to
7 fail, to timely provide Plaintiff and the members of the Plaintiff Class with meal periods.

8 91. Thus, throughout the Class Period, Defendants regularly:

- 9 a. Failed to provide timely, 30-minute uninterrupted meal periods during which
10 Plaintiff and the members of the Plaintiff Class were relieved of all duty for each
11 five (5) hours of work;
- 12 b. Failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at
13 their regular rate of compensation for each workday that a meal period was not
14 permitted.
- 15 c. Failed to provide Plaintiff and the members of the Plaintiff Class with a second
16 meal period of not less than thirty (30) minutes during which they are relieved of
17 all duty before working more than ten (10) hours per day

18 92. Specifically, Plaintiff and Plaintiff Class were rarely provided with an uninterrupted
19 meal break and meal breaks were often cut short.

20 93. As a direct and proximate result of the acts and/or omissions of Defendants, Plaintiff
21 and the members of the Plaintiff Class have been deprived of meal period wages due in amounts to
22 be determined at trial.

23 94. Defendants' conduct described herein violates the Industrial Welfare Commission
24 Order and California *Labor Code* §§ 226, 226.7, 512, and 1198.

25 //

26 //

27 //

28 //

THIRD CAUSE OF ACTION
REST BREAKS IN VIOLATION OF
CALIFORNIA LABOR CODE §§ 200, 226.7, 512

(By Plaintiff and the Members of the Plaintiff Class Against Defendant)

95. Plaintiff incorporates herein by reference the allegations set forth above

96. For at least the four (4) years preceding the filing of this action, Defendants failed to provide proper rest breaks as required by law.

97. The applicable Wage Order Section 12(A) states “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

98. The applicable Wage Order Section 12(B) states “If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.”

99. Plaintiff and the Class Members are entitled to recover additional compensation for all rest periods that were missed, but not paid for, during the four (4) years preceding the filing of this Complaint, plus reasonable attorneys’ fees and costs of suit pursuant to California *Labor Code* § 218.5 and penalties pursuant to California *Labor Code* § 226.7.

100. Defendants failed to provide Plaintiff and Class Members the full ten (10) minutes of rest time prescribed by law. Specifically, Plaintiff and members of the Plaintiff Class were rarely provided rest breaks as a result of having back-to-back patients.

101. As a proximate result of the aforementioned violations, Plaintiff and the Class Members have been damaged in an amount according to proof at time of trial and have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such monies, lost interest on such monies, and expenses and attorneys’ fees in seeking to compel Defendants to fully perform its obligations under state law. Plaintiff and the Class Members are thus entitled to recover nominal, actual, and compensatory damages in amount according to proof at time of trial.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO FURNISH AN ACCURATE ITEMIZED WAGE STATEMENT IN**
3 **VIOLATION OF CALIFORNIA LABOR CODE § 226**

4 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

5 102. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth
6 herein, the allegations contained above.

7 103. California *Labor Code* § 226(a) sets forth reporting requirements for employers when
8 they pay wages, as follows: “[e]very employer shall ... at the time of each payment of wages, furnish
9 his or her employees ... an accurate itemized statement in writing showing (1) gross wages earned; (2)
10 total hours worked by the employee.... (5) net wages earned ... (8) the name and address of the legal
11 entity that is the employer... (9) all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate by the employee.” (Emphasis added.)
13 Section (e) provides: “An employee suffering injury as a result of a knowing and intentional failure
14 by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual
15 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
16 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate
17 penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable
18 attorney’s fees.”

19 104. Defendants failed to accurately report the hours worked, gross wages earned and the
20 net wages earned by Plaintiff and the Class Members on their wage statements.

21 105. Defendants failed to accurately represent the total hours worked by Plaintiff and Class
22 members in that all hours worked are not accurately reflected on their wage statements, as a result of
23 consistent rounding.

24 106. These wage statement violations are due to Defendants’ failure to accurately
25 compensate Plaintiff and other Class Members for all time worked, and for meal and rest break
26 violations.

27 107. Plaintiff and Class members were damaged by these failures because, among other
28 things, the failures hindered Plaintiff and Class members from determining the amounts of wages

1 actually owed to them.

2 108. Plaintiff and Class Members request recovery of California *Labor Code* § 226(e)
3 penalties according to proof, as well as interest, attorneys' fees and costs pursuant to California *Labor*
4 *Code* § 226(e), in a sum as provided by the Labor Code and/or other statutes.

5 109. WHEREFORE, Plaintiff requests relief as hereinafter provided.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES AT TIME OF**

8 **TERMINATION IN VIOLATION OF CALIFORNIA LABOR CODE §§ 201-203**

9 **(By Plaintiff and Members of the Terminated Sub Class Against Defendant)**

10 110. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
11 herein.

12 111. At all times, relevant herein, Defendants were required to pay their employees all
13 wages owed in a timely fashion during and at the end of their employment, pursuant to California
14 *Labor Code* §§ 201-203.

15 112. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members
16 of the Terminated Sub Class their final wages pursuant to California *Labor Code* §§ 201-203, and
17 accordingly owe waiting time penalties pursuant to California *Labor Code* § 203. This is a result of
18 failing to pay Plaintiff and members of the Plaintiff Class for all hours worked and failing to pay meal
19 and rest break premiums.

20 113. The conduct of Defendants and its agents and managerial employees as described
21 herein was willful, and in violation of the rights of Plaintiff and the individual members of the
22 Terminated Sub Class.

23 114. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful
24 failure to pay wages due and owing them upon separation from employment results in a continued
25 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
26 Class Members who have separated from employment are entitled to compensation pursuant to
27 California *Labor Code* § 203.

1 **SIXTH CAUSE OF ACTION**

2 **VIOLATIONS OF CALIFORNIA**

3 **BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.**

4 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

5 115. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
6 herein.

7 116. Section 17200 of the California *Business and Professions Code* prohibits any unlawful,
8 unfair or fraudulent business act or practice.

9 117. Plaintiff brings this cause of action in a representative capacity on behalf of the general
10 public and the persons affected by the unlawful and unfair conduct described herein. Plaintiff and
11 members of the Plaintiff Class have suffered, and continue to suffer, injury in fact and monetary
12 damages because of Defendants' actions.

13 118. The actions by Defendants as herein alleged amount to conduct which is unlawful and
14 a violation of law. As such, said conduct amounts to unfair business practices in violation of California
15 *Business and Professions Code* § 17200, et seq.

16 119. Defendants' conduct as herein alleged has damaged Plaintiff and the members of the
17 Plaintiff Class by denying them wages due and payable, by failing to provide proper meal and rest
18 breaks, and by failing to pay all wages due in a timely manner at the time of termination (for the
19 Terminated Sub Class). Defendants' actions are thus substantially injurious to Plaintiff and the
20 members of the Plaintiff Class, causing them injury in fact and loss of money.

21 120. Because of such conduct, Defendants have unlawfully and unfairly obtained monies
22 due to the Plaintiff and the members of the Plaintiff Class.

23 121. All members of the Plaintiff Class can be identified by reference to payroll and related
24 records in the possession of the Defendants. The amount of wages due to Plaintiff and members of the
25 Plaintiff Class can be readily determined from Defendants' records. The Class Members are entitled
26 to restitution of monies due and obtained by Defendants during the Class Period as a result of
27 Defendants' unlawful and unfair conduct.

28 122. During the Class Period, Defendants committed, and continues to commit, acts of

1 unfair competition as defined by § 17200, *et seq.*, of the *Business and Professions Code*, by and among
2 other things, engaging in the acts and practices described above.

3 123. Defendants' course of conduct, acts, and practices in violation of the California law as
4 mentioned in each paragraph above constitutes a separate and independent violation of § 17200, etc.,
5 of the *Business and Professions Code*.

6 124. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully denied
7 lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies and practices
8 and, therefore, Defendants' actions described herein constitute an unfair business practice or act within
9 the meaning of *Business and Professions Code* § 17200.

10 125. Defendants' conduct described herein threatens an incipient violation of California's
11 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
12 threatens or harms competition.

13 126. Defendants' course of conduct described herein further violates California *Business*
14 *and Professions Code* § 17200 in that it is fraudulent, improper, and unfair.

15 127. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
16 described herein-above have injured Plaintiff and members of the Plaintiff Class in that they were
17 wrongfully denied the timely and full payment of wages due to them.

18 **SEVENTH CAUSE OF ACTION**

19 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2698, *et seq.* (PAGA)**

20 **(By Plaintiff and All Other Aggrieved Employees Against Defendants)**

21 128. Plaintiff incorporates herein by reference the allegations set forth above.

22 129. PAGA permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code
23 sections enumerated in California *Labor Code* §2699.5.

24 130. PAGA provides as follows: "[n]otwithstanding any other provision of law, a Plaintiff
25 may as a matter of right amend an existing complaint to add a cause of action arising under this part
26 at any time within 60 days of the time periods specified in this part."

27 131. Defendants conduct, as alleged herein, violates numerous sections of the California
28 *Labor Code* including, but not limited to, the following:

- a. Failure to pay all wages as Defendants rounded all hours worked by the Plaintiff and other aggrieved employees;
- b. Failure to provide proper meal periods to Plaintiff and other aggrieved employees;
- c. Failure to provide proper rest periods to Plaintiff and other aggrieved employees;
- d. Failure to provide accurate itemized wage statements;
- e. Failure to timely pay all wages due to Plaintiff and other aggrieved employees; and upon termination or within 72 hours of resignation.

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

133. California *Labor Code* §226(a) sets forth reporting requirements for employers when they pay wages, as follows:

"Every employer shall ... at the time of each payment of wages, furnish his or her employees ... an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee ... (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis. ... (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer."

Section (e) provides:

"An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable attorneys' fees."

134. Pursuant to PAGA, and in particular California *Labor Code* §§ 2699(a), 2699.3, 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of California *Labor Code* Sections California *Labor Code*.

135. During the relevant time period, Defendant failed to pay Plaintiff and the aggrieved employees all wages due to them including, but not limited to, overtime wages, all wages due, and meal and rest period premium wages, within any time period specified by California *Labor Code* § 204. During the relevant time period, Defendant failed to pay Plaintiff and other aggrieved employees all wages due to them including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, within any time period specified by California *Labor Code* § 204.

136. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3.

137. By letter dated June 25, 2020, Plaintiff, on behalf of herself and the other aggrieved employees, pursuant to California *Labor Code* § 2699.3, gave written notice by electronic submission to the Labor and Workforce Development Agency (“LWDA”) and certified mail to Defendant of the specific provisions of the California *Labor Code* alleged to have been violated, including the facts and theories to support the alleged violations.

138. More than 65 days have passed since the June 25, 2020 notice to the LWDA and no response has been received.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

1. An order that the action be certified as a class action;
2. An order that counsel for Plaintiff be appointed class counsel;
3. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class;
4. For compensatory damages;
5. For penalties pursuant to California *Labor Code* §§ 200, 218.5, 226, 226.7;
6. For interest accrued to date;

- 1 7. For costs of suit and expenses incurred herein pursuant to California *Labor Code*
2 §§ 226, 1194, 2699 (g) (1);
- 3 8. For reasonable attorneys' fees pursuant to California *Labor Code* §§ 226, 1194, 2699
4 (g) (1); and,
- 5 9. A declaratory judgment that Defendants have knowingly and intentionally violated the
6 following provisions of law:
- 7 a. California *Labor Code* §§ 1194, 510, by failing to pay all wages owed;
- 8 b. California *Labor Code* § 226, by failing to provide the information required
9 with each payment of wages;
- 10 c. California *Labor Code* §§ 201-203, by failing to pay all wages when due and
11 by willfully failing to make timely payment of the full wages due to workers who quit
12 or have been discharged;
- 13 d. California *Labor Code* § 226.7 by failing to provide proper meal and rest breaks
14 mandated by law;
- 15 and
- 16 e. California *Business & Professions Code* §§ 17200-08 by violating the
17 provisions set forth herein above; and,
- 18 10. For all such other and further relief that the Court may deem just and proper.

19 DATED: January 4, 2021

BRADLEY/GROMBACHER LLP
MELMED LAW GROUP P.C.

22 By: _____
23 Marcus J. Bradley, Esq.
24 Kiley Lynn Grombacher, Esq.
25 Lirit A. King, Esq.
26 Jonathan Melmed, Esq.

27 Attorneys for Plaintiff

[illegible]

DATED: January 4, 2021

By: _____
 Marcus J. Bradley, Esq.
 Kiley L. Grombacher, Esq.
 Lirit A. King, Esq.
 Jonathan Melmed, Esq.

Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On January 4, 2021, I served the foregoing documents described as **THIRD AMENDED CLASS ACTION COMPLAINT** on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

- [X] **(BY US MAIL)** I caused such envelope(s) to be deposited in the mail at Westlake Village, California with postage thereon fully prepaid.
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- [] **(BY OVERNIGHT MAIL)** I caused to have served such document(s) by depositing them in a Goldenstate Delivery (GSO) drop box at Westlake Village, California, for priority overnight next day delivery.
- [] **(BY FACSIMILE)** I caused such document to be faxed to the persons identified with fax numbers on the attached Mailing List.
- [] **(BY PERSONAL SERVICE)** on the above date, I ordered delivery of the aforementioned document by personal service to the party on the attached Service List. A Proof of Service will be filed with the court once service has been effectuated.
- [X] **(BY E-MAIL)** On the above date, I served the above-mentioned document(s) to the parties' email addresses as they are known to me on the attached Service List. I did not receive, within a reasonable period of time, any indication that the transmission did not go through.
- [X] **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- [] **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed January 4, 2021, at Westlake Village, California.

Suzette Boucher

Ramirez-Sanchez v. KM Strategic Management, LLC et al.
Riverside County Superior Court
Case No.: RIC2002148

Service List

Melissa Jaquey, Esq. Daniel Thompson, Esq. DAVID & WOJCIK 1001 E. Morton Place, Suite A Hemet, CA 92543 Telephone: (951) 652-9000 Facsimile: (951) 658-8308 melissa@dw.law dan@dw.law	Attorneys for Defendant, KM STRATEGIC MANAGMENT, LLC
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