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Attorneys for Plaintiff, Veronica Arellano,  
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

VERONICA ARELLANO, an individual, on  
behalf of herself and all others similarly situated,

Plaintiff,

vs.

THE ANTHEM COMPANIES, INC., an Indiana  
corporation; and DOES 1 to 100, inclusive,

Defendants.

**CLASS ACTION**

Case No.: 37-2020-00026653-CU-OE-CTL

*[Assigned for all purposes to the Honorable  
Gregory W. Pollack, Department C-71]*

**FIRST AMENDED COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 3. FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 4. VIOLATIONS OF LABOR CODE §203;**
- 5. UNFAIR BUSINESS PRACTICES;**
- 6. DECLARATORY RELIEF; AND**
- 7. CIVIL PENALTIES PURSUANT TO LABOR CODE §2699.**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Veronica Arellano, on behalf of herself and all others similarly situated (hereinafter  
2 collectively referred to as “Plaintiffs”), hereby files this Complaint against Defendant The Anthem  
3 Companies, Inc., an Indiana corporation, and DOES 1 to 100 (hereinafter collectively referred to as  
4 “Defendants”). Plaintiffs are informed and believe, and on the basis of that information and belief,  
5 allege as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California  
9 Labor Code (“Labor Code”), California Business and Professions Code (“B&PC”), the applicable  
10 Wage Orders issued by the California Industrial Welfare Commission (“IWC”) (hereinafter, the  
11 “IWC Wage Orders”) and related common law principles.

12 2. Plaintiffs’ action seeks monetary damages, including full restitution from Defendants  
13 as a result of Defendants’ unlawful, fraudulent and/or unfair business practices, as well as statutory  
14 penalties.

15 3. The acts complained of herein occurred, occur and will occur, at least in part, within  
16 the time period from four (4) years preceding the filing of the original Complaint herein, up to and  
17 through the time of trial for this matter although this should not automatically be considered the  
18 statute of limitations for any cause of action herein.

19 **RELEVANT JOB TITLES**

20 4. For introductory and general information only (and not to be considered a proposed  
21 class definition), the relevant job titles held by the California citizens in this action are Defendants’  
22 “Customer Care Representatives” (hereinafter including any of Defendants’ job positions with  
23 substantially similar titles and/or duties).

24 5. During the relevant period, Defendants’ Customer Care Representatives are and were  
25 paid by Defendants on an hourly basis.

26 6. The general obligations and responsibilities of Defendants’ Customer Care  
27 Representatives are virtually identical from region to region, district to district, facility to facility,  
28 and employee to employee. Any differences in job activities between the different individuals in

these positions were and are legally insignificant to the issues presented by this action.

SUMMARY OF CLAIMS

7. With regard to Defendants' Customer Care Representatives, Defendants have:
  - a. Failed to pay straight time, minimum and/or overtime wages for all hours worked;
  - b. Failed to provide all legally required meal periods;
  - c. Failed to timely furnish accurate itemized wage statements;
  - d. Violated Labor Code §203; and
  - e. Conducted unfair business practices.

**II.**

**PARTIES**

PLAINTIFF VERONICA ARELLANO

8. Plaintiff Veronica Arellano ("Arellano") is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

9. Plaintiff Arellano worked for Defendants as a Customer Care Representative from approximately January 3, 2017 through June 1, 2020 in San Diego, California, which is in San Diego County, California.

10. Plaintiff Arellano seeks recovery herein from Defendants because, with regard to Plaintiff Arellano, while acting for Defendants in her capacity as a Customer Care Representative, Defendants:

- a. Failed to pay straight time, minimum and/or overtime wages for all hours worked;
- b. Failed to provide all legally required meal periods;
- c. Failed to timely furnish accurate itemized wage statements;
- d. Violated Labor Code §203; and
- e. Conducted unfair business practices.

DEFENDANT, THE ANTHEM COMPANIES, INC.

11. Defendant The Anthem Companies, Inc., is now and/or at all times mentioned in this Complaint was an Indiana corporation and the owner and operator of an industry, business and/or facility(/ies) licensed to do business and actually doing business in the State of California.

1 DOES 1 TO 100, INCLUSIVE

2 12. DOES 1 to 100, inclusive are now, and/or at all times mentioned in this Complaint  
3 were licensed to do business and/or actually doing business in California.

4 13. Plaintiffs do not know the true names or capacities, whether individual, partner or  
5 corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such  
6 fictitious names pursuant to California Code of Civil Procedure ("CCP") §474.

7 14. Plaintiffs will seek leave of court to amend this Complaint to allege such names and  
8 capacities as soon as they are ascertained.

9 ALL DEFENDANTS

10 15. Defendants, and each of them, are now and/or at all times mentioned in this  
11 Complaint were in some manner legally responsible for the events, happenings and circumstances  
12 alleged in this Complaint.

13 16. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful  
14 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

15 17. Defendants, and each of them, are now and/or at all times mentioned in this  
16 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-  
17 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times  
18 mentioned in this Complaint were acting within the course and scope of that agency, servitude  
19 and/or employment.

20 18. Defendants, and each of them, are now and/or at all times mentioned in this  
21 Complaint were members of and/or engaged in a joint venture, partnership and common enterprise,  
22 and were acting within the course and scope of, and in pursuance of said joint venture, partnership  
23 and common enterprise.

24 19. Defendants, and each of them, at all times mentioned in this Complaint concurred  
25 and contributed to the various acts and omissions of each and every one of the other Defendants in  
26 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

27 20. Defendants, and each of them, at all times mentioned in this Complaint approved of,  
28 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this

1 Complaint.

2 21. Defendants, and each of them, at all times mentioned in this Complaint aided and  
3 abetted the acts and omissions of each and every one of the other Defendants thereby proximately  
4 causing the damages alleged in this Complaint.

5 **III.**

6 **JURISDICTION AND VENUE**

7 22. The California Superior Court has jurisdiction in this matter due to Defendants'  
8 aforementioned violations of California statutory law and/or related common law principles.

9 23. The California Superior Court also has jurisdiction in this matter because both the  
10 individual and aggregate monetary damages and restitution sought herein exceed the minimal  
11 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

12 24. The California Superior Court also has jurisdiction in this matter because during their  
13 employment with Defendants, Plaintiff Arellano and the members of the putative Classes herein were  
14 all California citizens. Further, there is no federal question at issue, as the issues herein are based solely  
15 on California statutes and law.

16 25. Venue is proper in San Diego County pursuant to CCP §395(a) and CCP §395.5 in  
17 that Defendant The Anthem Companies, Inc., contracted with Plaintiff Arellano to perform work  
18 services in Defendants' San Diego call center.

19 **IV.**

20 **CLASS ACTION ALLEGATIONS**

21 26. CCP §382 provides in pertinent part: "...[W]hen the question is one of a common or  
22 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring  
23 them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this  
24 suit as a class action pursuant to CCP §382.

25 27. The putative classes Plaintiffs will seek to certify are currently composed of and  
26 defined as follows:

- 27 a. All hourly-paid California citizens employed by Defendants as Customer Care  
28 Representatives (as defined, *supra*) during the relevant period who were subjected to

Defendants' policies and practices regarding the payment of straight time, minimum and/or overtime wages as specifically described herein (hereinafter, the "Wage Class");

b. All hourly-paid California citizens employed by Defendants as Customer Care Representatives (as defined, supra) during the relevant period who were subjected to Defendants' policies and practices regarding meal periods as specifically described herein (hereinafter, the "Meal Period Class");

c. All hourly-paid California citizens employed by Defendants as Customer Care Representatives (as defined, supra) during the relevant period who were subjected to Defendants' policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the "Wage Statement Class");

d. All formerly-employed California citizens employed by Defendants as Customer Care Representatives (as defined, supra) during the relevant period who were subjected to Defendants' policies and practices regarding Labor Code §203 and the payment of final wages as specifically described herein (hereinafter, the "LC 203 Class"); and

e. All hourly-paid California citizens employed by Defendants as Customer Care Representatives (as defined, supra) during the relevant period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC §17200, et seq. as specifically described herein (hereinafter, the "17200 Class").

28. The Wage Class, Meal Period Class, Wage Statement Class, LC 203 Class, and 17200 Class are herein collectively referred to as the "Classes."

29. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

30. Numerosity (CCP §382):

a. The potential quantity of members of the Classes as defined is so numerous that

joinder of all members is unfeasible and impractical;

- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;
- c. The quantity of members of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and
- d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants' records.

31. Superiority (CCP §382): The nature of this action and the nature of the laws available to Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- a. California has a public policy which encourages the use of the class action device;
- b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves large corporate Defendants and a large number of individual Class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;
- e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and well-being;

f. Proof of a common business practice or fact pattern, which Class members experienced, is representative of the Classes herein and will establish the right of each of the members of the Classes to recover on the causes of action alleged herein;

g. Absent class treatment, the prosecution of separate actions by the individual members of the Classes, even if possible, would likely create:

- i) a substantial risk of each individual plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;
- ii) a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants;
- iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
- iv) potentially incompatible standards of conduct for Defendants; and
- v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all concomitant costs and expenses attendant thereto;

i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and

j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

32. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g. Lockheed Martin Corp. v. Superior Court (2003) 29 Cal.4th 1096),

as follows:

- a. Typicality: The claims of Plaintiff Arellano are typical of the claims of all members of the Classes she seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff Arellano:
  - i) is an adequate representative of the Classes she seeks to represent;
  - ii) will fairly protect the interests of the members of the Classes;
  - iii) has no interests antagonistic to the members of the Classes; and
  - iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.
- c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:
  - i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;
  - ii) Whether Defendants failed and continue to fail to provide legally required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;
  - iii) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Wage Statement Class;
  - iv) Whether Defendants are liable pursuant to Labor Code §203 to the members of the LC 203 Class;
  - v) Whether Defendants' conduct constitutes unfair competition within the meaning of B&PC §17200, et seq.;
  - vi) Whether Defendants' conduct constitutes unfair business practices within

the meaning of B&PC §17200, et seq.;

- vii) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- viii) Whether the members of the Classes are entitled to injunctive relief;
- ix) Whether the members of the Classes are entitled to restitution; and
- x) Whether Defendants are liable for attorneys' fees and costs.

33. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. Collins v. Rocha (1972) 7 Cal.3d 232, 238).

**V.**

**CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**FAILURE TO PAY ALL WAGES**

**(On Behalf of the Wage Class)**

**(Against All Defendants)**

34. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

35. Labor Code §510(a) states in pertinent part: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee."

36. Labor Code §1182.12, effective July 1, 2014, states: "Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour." Further, pursuant to Labor Code §1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall be as follows: "From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents (\$10.50) per hour." Pursuant to Labor Code §1182.12(b)(1)(B), for any employer who employs 26 or more employees, the minimum wage shall be as follows: "From January 1, 2018, to December 31,

2018, inclusive, - eleven dollars (\$11) per hour.” Pursuant to Labor Code §1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Pursuant to Labor Code §1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Pursuant to Labor Code §1182.12(b)(1)(E), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, pursuant to Labor Code §1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15) per hour.”

37. Labor Code §§1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

38. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

39. Pursuant to Labor Code §1198, it is unlawful to employ persons for longer than the hours set by the IWC or under conditions prohibited by the IWC Wage Order(s).

40. Pursuant to the IWC Wage Order(s), Defendants are required to pay the members of the Wage Class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

41. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

- a. Administered a uniform company policy and practice as to the pay policies regarding the members of the Wage Class; and

b. Scheduled to work and/or required the members of the Wage Class to work without paying for all time they were under Defendants' control.

42. Because Defendants required the members of the Wage Class to remain under Defendants' control without paying therefore, this resulted in the members of the Wage Class earning less than the legal minimum wage in the State of California.

43. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement, pursuant to Labor Code §218, to recovery by Plaintiffs and members of the Wage Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

44. Further, Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage Class as described herein is unlawful and creates entitlement, pursuant to Labor Code §1194(a), to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

45. Pursuant to Labor Code §1194.2(a) (which provides that in any action under Labor Code §1194, an employee shall be entitled to recover liquidated damages), the members of the Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

46. That calculation of individual damages for the members of the Wage Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation (see, e.g. Collins, supra, 7 Cal.3d 232; Hypolite v. Carleson (1975) 52 Cal.App.3d 566; Employment Dev. Dept. v. Super. Ct. (1981) 30 Cal.3d 256).

47. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

48. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the members of the Wage Class request the Court award reasonable attorneys' fees and costs incurred by them in this action.

**SECOND CAUSE OF ACTION**  
**FAILURE TO PROVIDE ALL MEAL PERIODS**  
**(On Behalf of the Meal Period Class)**  
**(Against All Defendants)**

49. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

50. Labor Code §226.7(b) provides that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

51. Labor Code §512 provides that “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

52. Labor Code §516 provides that the IWC “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

53. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

54. Section 11(D) of the IWC Wage Order(s) provides that “If an employer fails to

1 provide an employee a meal period in accordance with the applicable provisions of this order, the  
2 employer shall pay the employee one (1) hour of pay at the employee's regular rate of  
3 compensation for each workday that the meal period is not provided."

4 55. On one or more occasions, the members of the Meal Period Class worked over five  
5 (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes  
6 prior to exceeding five (5) hours of employment.

7 56. The members of the Meal Period Class did not validly or legally waive their meal  
8 periods, by mutual consent with Defendants or otherwise.

9 57. The members of the Meal Period Class did not enter into any written agreement with  
10 Defendants agreeing to an on-the-job paid meal period.

11 58. As a matter of Defendants' established company policy, Defendants failed to always  
12 comply with meal period requirements established by Labor Code §226.7, Labor Code §512, Labor  
13 Code §516 and Section 11 of the IWC Wage Order(s) by failing to always provide the members of  
14 the Meal Period Class with all legally required and compliant meal periods.

15 59. Pursuant to Section 11(D) of the IWC Wage Order(s) and Labor Code §226.7(c),  
16 which states "If an employer fails to provide an employee a meal or rest or recovery period in  
17 accordance with a state law, including, but not limited to, an applicable statute or applicable  
18 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and  
19 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay  
20 the employee one additional hour of pay at the employee's regular rate of compensation for each  
21 workday that the meal or rest or recovery period is not provided.," the members of the Meal Period  
22 Class are entitled to damages in an amount equal to one (1) additional hour of pay at each  
23 employee's regular rate of compensation for each work day that the meal period was not provided,  
24 in a sum to be proven at trial.

25 60. Pursuant to Labor Code §218.6 and CC §3287, the members of the Meal Period  
26 Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 ///

28 ///

**THIRD CAUSE OF ACTION**  
**FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**  
**(On Behalf of the Wage Statement Class)**  
**(Against All Defendants)**

61. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

62. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”.

63. Further, the IWC Wage Orders §7(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

64. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by the members of the Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

65. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders §7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all

1 applicable hourly rates in effect during each respective pay period and the corresponding number of  
2 hours worked at each hourly rate by each respective individual.

3 66. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify an employee  
4 suffers injury if the employer fails to provide accurate and complete information as required by any  
5 one or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily  
6 ascertain requisite information without reference to other documents or information.

7 67. Here, the members of Wage Statement Class suffered injury because Defendants  
8 failed to provide accurate and complete information as required by one or more items listed in  
9 Labor Code §226(a)(1)-(9) and the Wage Statement Class members could not and cannot promptly  
10 and easily ascertain requisite information without reference to other documents or information.

11 68. In addition, the members of the Wage Statement Class have suffered injury as a  
12 result of Defendants' failure to maintain accurate records for the members of the Wage Statement  
13 Class in that the members of the Wage Statement Class were not timely provided written accurate  
14 itemized statements showing all requisite information, including but not limited to total hours  
15 worked by the employee, net wages earned and all applicable hourly rates in effect during the pay  
16 period and the corresponding number of hours worked at each hourly rate, in violation of Labor  
17 Code §226 and the IWC Wage Orders §7(A), such that the members of the Wage Statement Class  
18 were misled by Defendants as to the correct information regarding various items, including but not  
19 limited to total hours worked by the employee, net wages earned and all applicable hourly rates in  
20 effect during the pay period and the corresponding number of hours worked at each hourly rate.

21 69. The actual injuries suffered by the members of the Wage Statement Class as a result  
22 of Defendants' knowing and intentional failure to maintain accurate records for the members of the  
23 Wage Statement Class include but are not limited to:

- 24 a. Confusion over whether they received all wages owed them by Defendants;
- 25 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 26 c. Being forced to engage in mathematical computations to analyze whether  
27 Defendants' wages in fact compensated for all hours worked;
- 28 d. The inability to accurately calculate wage rates complicated by the fact that wage

statement information required by Labor Code §226 is missing;

e. That such practice prevents the members of the Wage Statement Class from being able to effectively challenge information on their wage statements; and/or

f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery required to collect and analyze the very information that California law requires.

70. Pursuant to Labor Code §226(e), the members of the Wage Statement Class are entitled to fifty dollars (\$50.00) per employee for the initial pay period in which a violation hereunder occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

71. Per Labor Code §226(g), currently employed members of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

72. Pursuant to Labor Code §226(e) and/or §226(g), the members of the Wage Statement Class request the Court award reasonable attorneys' fees and costs incurred by them in this action.

**FOURTH CAUSE OF ACTION**  
**VIOLATIONS OF LABOR CODE §203**  
**(On Behalf of the LC 203 Class)**  
**(Against All Defendants)**

73. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

74. Labor Code §203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

75. The members of the LC 203 Class are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

76. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, according to amendment or proof.

78. Defendants' willful failure to pay wages to the members of the LC 203 Class violates Labor Code §203 because Defendants knew or should have known wages were due to the members of the LC 203 Class, but Defendants failed to pay them.

79. Thus, the members of the LC 203 Class are entitled to recovery pursuant to Labor  
Code §203.

**FIFTH CAUSE OF ACTION**  
**UNFAIR BUSINESS PRACTICES**  
**(On Behalf of the 17200 Class)**  
**(Against All Defendants)**

80. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

81. B&PC §17200 provides in pertinent part “...[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act...”.

82. B&PC §17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties available under all other laws of this state.”

83. B&PC §17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

84. Defendants have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

85. Defendants have engaged in unfair business practices in California by practicing,

1 employing and utilizing the employment practices outlined in the preceding paragraphs,  
2 specifically, by requiring employees to perform the labor services complained of herein without the  
3 requisite compensation.

4 86. Defendants' use of such practices constitutes an unfair business practice, unfair  
5 competition and provides an unfair advantage over Defendants' competitors.

6 87. Plaintiffs have suffered injury in fact and have lost money or property as a result of  
7 such unfair competition.

8 88. Plaintiffs seek full restitution from Defendants, as necessary and according to proof,  
9 to restore any and all monies withheld, acquired and/or converted by Defendants by means of the  
10 unfair practices complained of herein.

11 89. Further, if Defendants are not enjoined from the above conduct, Defendants will  
12 continue to practice, employ and utilize the above-outlined employment practices.

13 90. Therefore, Plaintiffs request that the Court issue a preliminary and permanent  
14 injunction prohibiting Defendants from engaging in the foregoing conduct.

15 91. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total  
16 monetary relief sought from Defendants.

17 **SIXTH CAUSE OF ACTION**

18 **DECLARATORY RELIEF [CCP §1060]**

19 **(On Behalf of Plaintiffs and All Others Similarly Situated)**

20 **(Against All Defendants)**

21 92. Plaintiffs incorporate by reference and reallege each and every one of the allegations  
22 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

23 93. CCP §1060 provides that any person who desires a declaration of his or her rights or  
24 duties with respect to another, in cases of actual controversy relating to the legal rights and duties of  
25 the respective parties, may ask the Court for a declaration of rights or duties, and the Court may  
26 make a binding declaration of these rights or duties, whether or not further relief is or could be  
27 claimed at the time; any such declaration by the Court shall have the force of a final judgment.

28 94. Defendants continue to this day to engage in some or all of the unlawful and unfair

1 conduct as described herein.

2 95. An actual controversy exists in that Defendants assert they have the legal right to  
3 perform the acts as described herein.

4 96. Plaintiffs desire a declaration as to the rights of Plaintiffs and all others similarly  
5 situated with respect to Defendants' unlawful and unfair conduct, as described herein.

6 97. It is therefore necessary that the Court declare the rights and duties of the parties hereto.

7 **SEVENTH CAUSE OF ACTION**

8 **PENALTIES PURSUANT TO LABOR CODE §2699**

9 **(On Behalf of the Aggrieved Employees)**

10 **(Against All Defendants)**

11 98. Plaintiffs incorporate by reference and reallege each and every one of the allegations  
12 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

13 99. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor  
14 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
15 departments, divisions, commissions, board agencies or employees, such civil penalties may, as an  
16 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of  
17 himself or herself and other current or former employees) and Labor Code §2699(f) (which  
18 establishes a civil penalty for violations of all Labor Code provisions except those for which a civil  
19 penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil  
20 penalties, as follows:

- 21 a. As applicable, for civil penalties under Labor Code §2699(f), for all violations of the  
22 Labor Code except for those for which a civil penalty is specifically provided, in the  
23 amount of one hundred dollars (\$100.00) for each aggrieved employee per pay  
24 period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved  
25 employee per pay period for each subsequent violation;
- 26 b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely  
27 independent and apart from any other penalty provided in the Labor Code), for  
28 violations of Labor Code §§500-556, in the amount of \$50 for each underpaid

aggrieved employee for each pay period the aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;

- c. As applicable, for civil penalties under Labor Code §1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid, and \$250 for each subsequent violation for each underpaid aggrieved employee, regardless of whether the initial violation was intentionally committed;
- d. As applicable, for civil penalties under Labor Code §226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation; and
- e. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

100. In addition, Plaintiff seeks seventy-five percent (75%) of all penalties obtained under Labor Code §2699 be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%) be allocated to Plaintiff and all other similarly situated aggrieved employees.

101. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to Labor Code §§2699(g)(1) and any other applicable statute.

102. Labor Code §2699.3(a) states in pertinent part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) (A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific

provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.” Here, Plaintiffs’ civil action alleges violations of provisions listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) applies to this action, and Labor Code §2699.3(b) and §2699.3(c) do not apply to this action.

103. On July 29, 2020, Plaintiffs complied with Labor Code §2699.3(a) in that Plaintiffs gave written notice by certified mail to the LWDA and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached hereto as **Exhibit “1”** is Plaintiffs’ PAGA notice.

104. Labor Code §2699.3(a) further states in pertinent part: “(2)(A) The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.”

105. As of October 2, 2020 (65 calendar days after Plaintiffs’ LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code §2699.3(a) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

## VI.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray:

a. That the Court issue an Order certifying the Classes herein, appointing all named Plaintiffs as representative of all others similarly situated, and appointing all law firms representing all named Plaintiffs as counsel for the members of the Classes;

As to the First Cause of Action for Failure to Pay All Wages:

b. For recovery of the unpaid balance of the full amount of the straight time; compensation due and owing, according to proof;

1 c. For liquidated damages on the straight-time portion of uncompensated hours of work  
2 (not including the overtime portion thereof), as authorized by Labor Code §1194.2(a);

3 d. For recovery of the unpaid balance of the full amount of overtime compensation due  
4 and owing, calculated at the appropriate rate and according to proof;

5 e. For pre-judgment interest as allowed by Labor Code §218.6, Labor Code §1194(a)  
6 and CC §3287;

7 f. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5  
8 and/or Labor Code §1194(a);

9 As to the Second Cause of Action for Failure to Provide Meal Periods:

10 o. For one (1) hour of pay at the regular rate of compensation for each member of the  
11 Meal Period Class for each workday that a meal or rest period was not provided;

12 p. For pre-judgment interest as authorized by Labor Code §218.6 and CC §3287;

13 ///

14 As to the Third Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

15 q. For recovery as authorized by Labor Code §226(e);

16 r. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e)  
17 and/or §226(g);

18 As to the Fourth Cause of Action for Violations of Labor Code §203:

19 s. For recovery as authorized by Labor Code §203;

20 As to the Fifth Cause of Action for Unfair Business Practices:

21 t. For an accounting, under administration of Plaintiffs and/or the receiver and subject to  
22 Court review, to determine the amount to be returned by Defendants, and the amounts to be  
23 refunded to members of the Classes who are owed monies by Defendants;

24 u. For an Order requiring Defendants to identify each of the members of the Classes by  
25 name, home address, home telephone number and, if available, email address;

26 v. For an Order requiring Defendants to make full restitution and payment pursuant to  
27 California law;

28 w. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from

engaging in the acts complained of herein;

x. For the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

y. For all other appropriate injunctive, declaratory and equitable relief;

z. For interest to the extent permitted by law;

aa. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or any other applicable provision of law;

As to the Sixth Cause of Action for Declaratory Relief:

bb. For a Declaration from the Court determining the rights of Plaintiffs and all others similarly situated regarding Defendants' unlawful and unfair conduct as described herein;

cc. For such further Declaration of rights as the Court may deem proper;

dd. For payment of costs and attorneys' fees from the amount recovered for the common benefit of Plaintiffs and all others similarly situated;

As to the Seventh Cause of Action for Penalties Pursuant to Labor Code §2699:

ee. As applicable, for civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

ff. As applicable, for civil penalties pursuant to Labor Code §558, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid; and

ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

gg. As applicable, for civil penalties pursuant to Labor Code §1197.1, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

- i. For any initial violation that is intentionally committed, \$100 for each aggrieved underpaid employee for each pay period for which the employee was underpaid; and
- ii. For each subsequent violation, regardless of whether the initial violation is intentionally committed, \$250 for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

hh. As applicable, for civil penalties pursuant to Labor Code §226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

ii. As applicable, for reasonable attorneys' fees and costs incurred pursuant to Labor Code §§2699(g)(1) and any other applicable statute; and

jj. For such relief as this Court may deem just and proper;

As to All Causes of Action:

kk. For such relief as this Court may deem just and proper, including reasonable attorneys' fees and costs incurred.

**VII.**  
**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

DATED: October 8, 2020

SANSANOWICZ LAW GROUP, P.C.



Leonard H. Sansanowicz, Esq.  
Attorneys for Plaintiff Veronica Arellano and  
all others similarly situated and aggrieved

# **Exhibit 1**



**SANSANOWICZ**

**LAW GROUP, P.C.**

1635 Pontius Ave, Second Floor | Los Angeles, CA 90025

Tel: (323) 677-0200 | Fax: (323) 549-0101

July 29, 2020

**VIA ELECTRONIC MAIL (\$75 filing fee to follow by mail)**

Check to be mailed to:  
Department of Industrial Relations  
Accounting Unit [payment of \$75.00 filing fee]  
455 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

Re: The Anthem Companies, Inc. (hereafter, "Employer")

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3**

To: PAGA Administrator, Calif. Labor and Workforce Development Agency, and Employer

From: Veronica Arellano ("Employee"), subjected to the Labor Code violations set forth below

Employee, through the above-named counsel, submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a)(c), and alleges the facts and theories to support the below alleged violations. Unless the Labor & Workforce Development Agency ("LWDA") proceeds against Employer, Employee intends to pursue a civil action against Employer, seeking attorney fees and penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Employer employed Employee as a Customer Care Representative (CCR) from approximately January 3, 2017 through June 1, 2020 in Employer's San Diego call center. Employee was always an hourly-paid, non-exempt worker and always worked as a CCR for Employer.

During the applicable period, Employer utilized consistent policies and procedures regarding Employee and others similarly aggrieved, allegedly in violation of Labor Code §§201-203, 204, 226, 510, 1194, 1197 and 1198, as follows:

First, Employer required Employee and other similarly aggrieved CCRs to be at their workstations ready to take their first call at their scheduled shift start time. This required CCRs to log on to Employer's computers and then open and load software before being able to clock in. As such, allegedly in violation of Labor Code §§204, 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, Employer (by failing to pay Employee and other similarly aggrieved employees for all hours worked) failed to pay all straight time, minimum wages and overtime premium wages due for the time Employee and all other similarly situated aggrieved employees were subject to Employer's control. As such, Employer owes penalties pursuant to Labor Code §§2699(f), 1197.1, and/or 558

Second, although Employer provided Employee and other aggrieved employees meal breaks at

regularly scheduled times, Employer also required, as a matter of policy, that Employee and all other aggrieved employees take phone calls when they came in, right up until the employees' scheduled break times. At times, Employee and other aggrieved employees had to take work-related phone calls that began as late as one minute before their scheduled meal breaks and lasted so long that the aggrieved employees were unable to begin their meal periods until after the beginning of their sixth hour of work. As such, Employer failed to always provide Employee and other aggrieved employees complete and uninterrupted 30-minute meal breaks before the beginning of their sixth hour of work. Employer did not always pay a meal period penalty for these violations, either. As such, the Employer violated Labor Code §§226.7, 512 and 516 and the applicable Industrial Wage Order, ¶11, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Third, pursuant to Labor Code §226 and the applicable Wage Order, Employer is required to include certain information on a paystub, including but not limited to gross wages earned, total hours worked, and net wages earned. Here, because of Employer's illegal wage and hour policies as set forth above, all wages earned were not reflected on the wage statements provided by Employer to Employee and all other similarly aggrieved employees, and Employer issued improper wage statements. As such, Employer derivatively violated Labor Code §226, and owes penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Fourth, pursuant to Labor Code §203, Employee and other similarly aggrieved employees are entitled to thirty days of wages at their regular rate of pay for Employer's failure to pay all wages due upon separation of employment. Here, because of Employer's illegal wage and hour policies as set forth above, Employer derivatively violated Labor Code §§201-203 and owes penalties pursuant to Labor Code §2699(f).

Pursuant to Labor Code §2699.3(c)(2)(A), Employer may cure some of the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then Employee may immediately thereafter commence a civil action against Employer pursuant to Labor Code §2699. Please advise within sixty-five (65) calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Thank you for your consideration.

Very Truly Yours,



Leonard H. Sansanowicz

cc: (via certified mail: 7018 1830 0001 8023 5945) The Anthem Companies, Inc., c/o CT Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, CA 90017

**PROOF OF SERVICE**

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

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document:

**FIRST AMENDED COMPLAINT**

on the interested parties in this action, addressed as follows:

Defendant, The Anthem Companies, Inc. :

Attorneys for Plaintiffs:

CT Corporation System, Inc  
Agent for Process of Service for  
The Anthem Companies, Inc.  
818 West 7<sup>th</sup> Street, Suite 930  
Los Angeles, CA 90017

Kevin T. Barnes, Esq.  
LAW OFFICES OF KEVIN T. BARNES  
1635 Pontius Avenue, Second Floor  
Los Angeles, CA 90025-3361  
Tel.: (323) 549-9100 / Fax: (323) 549-0101  
Email: Barnes@kbarnes.com

*using the following service method:*

**X VIA MAIL:** I caused the document to be served to be deposited at: 1635 Pontius Avenue, Second Floor, Los Angeles, CA, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the persons on whom the document is to be served, at the office address as last given by those persons, otherwise at those persons' places of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

I DECLARE under penalty of perjury that the foregoing is true and correct.

Executed on October 8, 2020, at Los Angeles, California.



Cielo Guilatco