

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyan (Cal. Bar No. 287811)
2 *david@tomorrowlaw.com*
Diego Aviles (Cal. Bar No. 315533)
3 *diego@tomorrowlaw.com*
Sara Ehsani-Nia (Cal. Bar No. 326501)
4 *sara@tomorrowlaw.com*
8484 Wilshire Boulevard, Suite 500
5 Beverly Hills, California 90211
Telephone: (310) 438-5555
6 Facsimile: (310) 300-1705

7 Attorneys for Plaintiff, JENNIFER PLAYU ALBERTO, on
behalf of herself and all others similarly situated
8 and aggrieved

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

11 JENNIFER PLAYU ALBERTO, on behalf of
herself and all others similarly situated,

12 Plaintiffs,

13 v.

14 CAMBRIAN HOMECARE, a California
15 corporation; and DOES 1 through 100,
inclusive,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

CASE NO.: 20STCV41466

[Assigned for all purposes to the Hon. Elihu
M. Berle in Dept. 6]

FIRST AMENDED CLASS ACTION
COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. UNFAIR COMPETITION;
8. PENALTIES PER LABOR CODE § 210;
9. PENALTIES PER LABOR CODE § 226.3;
10. VIOLATION OF LABOR CODE § 558;
11. VIOLATION OF LABOR CODE §
1197.1; and
12. PENALTIES PER LABOR CODE § 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

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

JAN 25 2021

Sherri R. Carter, Executive Officer/Clerk of Court

COMES NOW plaintiff JENNIFER PLAYU ALBERTO ("Plaintiff"), on behalf of Plaintiff and all others similarly situated and aggrieved, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382 and a representative action under Labor Code section 2698, *et seq.*, against CAMBRIAN HOMECARE, and any of its respective subsidiaries or affiliated companies within the State of California ("CAMBRIAN" and, with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, servicing caregivers, parents, and service coordinators. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately September of 2019 and through approximately June of 2020.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant CAMBRIAN is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of

1 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
2 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
3 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
4 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
5 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
6 include CAMBRIAN and any of their parent, subsidiary, or affiliated companies within the State of
7 California, as well as DOES 1 through 100 identified herein.

8 **JOINT LIABILITY ALLEGATIONS**

9 5. Plaintiff is informed and believes and based thereon alleges that all the times
10 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
11 representative, joint venture or co-conspirator of each of the other defendants, either actually or
12 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
13 employment, joint venture, and conspiracy.

14 6. All of the acts and conduct described herein of each and every corporate defendant
15 was duly authorized, ordered, and directed by the respective and collective defendant corporate
16 employers, and the officers and management-level employees of said corporate employers. In
17 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
18 their said employees, agents, and representatives, and each of them; and upon completion of the
19 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
20 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
21 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
22 aforementioned corporate employees, agents and representatives.

23 7. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
24 thereon alleges that Defendants, and each of them, are joint employers.

25 **JURISDICTION**

26 8. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
27 of Civil Procedure section 410.10.

28 / / /

1 9. Venue is proper in Los Angeles County, California pursuant to Code of Civil
2 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
3 causes of action complained of herein arose; the county in which the employment relationship
4 began; the county in which performance of the employment contract, or part of it, between Plaintiff
5 and Defendants was due to be performed; the county in which the employment contract, or part of
6 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
7 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff,
8 Class Members, and aggrieved employees in Los Angeles County, and because Defendants employ
9 numerous Class Members in Los Angeles County.

10 10. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
11 Defendants during the applicable statutory period and suffered one or more of the Labor Code
12 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
13 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
14 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
15 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
16 employees of Defendants during the Civil Penalty Period.

17 11. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
18 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
19 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
20 PAGA allegations described herein is not required.

21 12. During the period beginning one (1) year preceding the provision of notice to the
22 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
23 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7,
24 246, et seq., 432, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5, among
25 others.

26 13. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
27 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
28 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures

1 specified in Labor Code section 2699.3.

2 14. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
3 section 2699.3. On or around October 29, 2020, Plaintiff gave written notice to the Labor and
4 Workforce Development Agency ("LWDA") and to Defendants of the specified provisions of the
5 Labor Code alleged to have been violated by it. The LWDA did not provide notice of its intention
6 to investigate Defendants' alleged violations within sixty-five (65) calendar days of the October 29,
7 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

8 **FACTUAL BACKGROUND**

9 15. For at least four (4) years prior to the filing of this action and continuing to the
10 present, Defendants have, at times, failed to pay overtime wages to Plaintiff, Class Members, and
11 aggrieved employees or some of them, in violation of California state wage and hour laws as a result
12 of, without limitation, Plaintiff, Class Members, and aggrieved employees working over eight (8)
13 hours per day, forty (40) hours per week, and seven consecutive work days in a work week without
14 being properly compensated for hours worked in excess of (8) hours per day in a work day, forty
15 (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in
16 a work week by, among other things, failing to accurately track and/or pay for all minutes actually
17 worked; engaging, suffering, or permitting employees to work off the clock, including, without
18 limitation, by requiring employees, to make phone calls off the clock and to clock out for meal
19 periods and continue working; detrimental rounding of employee time entries; editing and/or
20 manipulation of time entries to show less hours than actually worked; and for paying straight pay
21 instead of overtime pay to the detriment of Plaintiff, Class Members, and aggrieved employees.

22 16. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have, at times, failed to pay minimum wages to Plaintiff, Class Members, and
24 aggrieved employees, or some of them, in violation of California state wage and hour laws as a
25 result of, among other things, at times, failing to accurately track and/or pay for all minutes actually
26 worked; engaging, suffering, or permitting employees to work off the clock, including, without
27 limitation, by requiring employees, to make phone calls off the clock and to clock out for meal
28 periods and continue working; detrimental rounding of employee time entries; editing and/or

1 manipulation of time entries to show less hours than actually worked; and failing to pay split shift
2 premiums to the detriment of Plaintiff, Class Members, and aggrieved employees.

3 17. For at least four (4) years prior to the filing of this Action and continuing to the
4 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and aggrieved
5 employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
6 which they worked more than five (5) hours in a work day and a second thirty (30) minute
7 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
8 and failing to provide compensation for such unprovided meal periods as required by California
9 wage and hour laws.

10 18. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendants have, at times, failed to authorize and permit Plaintiff, Class Members, and
12 aggrieved employees, or some of them, to take rest periods of at least ten (10) minutes per four (4)
13 hours worked or major fraction thereof and failed to provide compensation for such unprovided rest
14 periods as required by California wage and hour laws.

15 19. For at least three (3) years prior to the filing of this action and continuing to the
16 present, Defendants have, at times, failed to pay Plaintiff, Class Members, and aggrieved employees,
17 or some of them, the full amount of their wages owed to them upon termination and/or resignation
18 as required by Labor Code sections 201 and 202.

19 20. For at least one (1) year prior to the filing of this Action and continuing to the present,
20 Defendants have, at times, failed to furnish Plaintiff, Class Members, and aggrieved employees, or
21 some of them, with itemized wage statements that accurately reflect gross wages earned; total hours
22 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate; and other such information as required
24 by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further failed to
25 furnish employees with an accurate calculation of gross and gross wages earned, as well as gross
26 and net wages paid.

27 21. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
28 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)

1 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
2 appropriate and effective means to prevent further violations, as well as all monies owed but
3 withheld and retained by Defendants to which Plaintiff, Class Members, and aggrieved employees
4 are entitled, as well as restitution of amounts owed.

5 22. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
6 other aggrieved employees with, or permit them inspection of, records pertaining to their
7 employment, including wage statements and similar payroll documents under Labor Code section
8 226, documents signed to obtain or hold employment under Labor Code section 432, personnel
9 records under Labor Code section 1198.5, and time records under Labor Code section 1174, to the
10 detriment of Plaintiff and all other aggrieved employees. As a result of these violations, Defendants
11 are liable for civil penalties pursuant to Labor Code sections 558 and 2699.

12 23. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
14 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved
15 employees with the rates of pay and overtime rates of pay applicable to their employment;
16 allowances claimed as part of the minimum wage; the regular payday designated by Employers; the
17 name, address, and telephone number of the workers' compensation insurance carrier; information
18 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
19 under Labor Code section 2810.5.

20 24. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
21 other aggrieved employees with the amount of paid sick leave required to be provided pursuant to
22 California law, and also did not permit its use upon request as contemplated under California laws,
23 to the detriment of Plaintiff and all other aggrieved employees.

24 25. At all relevant times mentioned herein, Defendants have had a policy or practice of
25 failing to pay employees their wages in accordance with Labor Code Section 204, which requires
26 that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be
27 paid for between the 16th and 26th day of the month during which the labor was performed, and
28 labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid

1 for between the 1st and 10th day of the following month.”

2 26. Plaintiff, on Plaintiff’s own behalf and on behalf of Class Members and aggrieved
3 employees, brings this action pursuant to, including but not limited to. Labor Code sections 200,
4 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 246 *et seq.*, 432, 510, 512, 558, 1174, 1194,
5 1194.2, 1197, 1197.1, 2699, 2802, 2810.5, and California Code of Regulations, Title 8, section
6 11010, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
7 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure
8 to indemnify work-related expenses, other such provisions of California law, and reasonable
9 attorneys’ fees and costs.

10 27. Plaintiff, Class Members, and other aggrieved employees or former employees at all
11 times pertinent hereto were not exempt from the payment of overtime wages, minimum wages,
12 payment of premium wages for missed rest periods, waiting time penalties, wage statement
13 penalties, reimbursement for expenses incurred in furtherance of job duties, and other such
14 provisions of California law, and the implementing rules and regulations of the IWC California
15 Wage Orders.

16 **CLASS ACTION ALLEGATIONS**

17 28. Plaintiff brings this action on behalf of Plaintiff and Class Members, as a class action
18 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
19 and former non-exempt employees of Defendants within the State of California at any time
20 commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice
21 of the class action is provided to the class (collectively referred to as “Class Members”).

22 29. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
23 to amend or modify the class description with greater specificity, further divide the defined class
24 into subclasses, and to further specify or limit the issues for which certification is sought.

25 30. This action has been brought and may properly be maintained as a class action under
26 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
27 of interest in the litigation and the proposed Class is easily ascertainable.

28 / / /

1 section 203?

2 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
3 Class Members with accurate wage statements?

4 J. Did Defendants violate the Unfair Competition Law, Business and Professions Code
5 section 17200, *et seq.*, by their unlawful practices as alleged herein?

6 K. Are Class Members entitled to restitution of wages under Business and Professions
7 Code section 17203?

8 L. Are Class Members entitled to costs and attorneys' fees?

9 M. Are Class Members entitled to interest?

10 **C. Typicality**

11 34. The claims of Plaintiff herein alleged are typical of those claims which could be
12 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
13 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
14 damages arising out of and caused by Defendants' common course of conduct in violation of laws
15 and regulations that have the force and effect of law and statutes as alleged herein.

16 **D. Adequacy of Representation**

17 35. Plaintiff will fairly and adequately represent and protect the interest of Class
18 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
19 hour class actions.

20 **E. Superiority of Class Action**

21 36. A class action is superior to other available means for the fair and efficient
22 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
23 questions of law and fact common to Class Members predominate over any questions affecting only
24 individual Class Members. Class Members, as further described therein, have been damaged and
25 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
26 violation of the Labor Code at times, as set out herein.

27 37. Class action treatment will allow Class Members to litigate their claims in a manner
28 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of

1 any difficulties that are likely to be encountered in the management of this action that would
2 preclude its maintenance as a class action.

3 **FIRST CAUSE OF ACTION**

4 **(Failure to Pay Overtime Wages – Against All Defendants)**

5 38. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs as though fully set forth hereat.

7 39. At all relevant times, Plaintiff, Class Members, and aggrieved employees were
8 employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199,
9 as well as applicable Wage Orders.

10 40. At all times relevant to this Complaint, Labor Code section 510 was in effect and
11 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
12 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
13 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

14 41. At all times relevant to this Complaint, Labor Code section 510 further provided that
15 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
16 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
17 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
18 pay.”

19 42. Four (4) years prior to the filing of the Complaint in this Action through the present,
20 Plaintiff, Class Members, and aggrieved employees, at times, worked for Defendants during shifts
21 that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek,
22 and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all
23 hours worked as a result of, including but not limited to, Defendants failing to accurately track
24 and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work
25 off the clock, including, without limitation, by requiring employees to make phone calls off the
26 clock and to clock out for meal periods and continue working; detrimental rounding of employee
27 time entries; editing and/or manipulation of time entries to show less hours than actually worked;
28 and for paying straight pay instead of overtime pay to the detriment of Plaintiff, Class Members,

1 and aggrieved employees.

2 43. Accordingly, by requiring Plaintiff, Class Members, and aggrieved employees to, at
3 times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven
4 (7) straight workdays without properly compensating overtime wages at the proper overtime rate of
5 pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others,
6 sections 510, 1194, and applicable IWC Wage Orders, and California law.

7 44. As a result of the unlawful acts of Defendants, Plaintiff, Class Members, and
8 aggrieved employees have been deprived of overtime wages in amounts to be determined at trial,
9 and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant
10 to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil
11 Code section 3287.

12 **SECOND CAUSE OF ACTION**

13 **(Failure to Pay Minimum Wages – Against All Defendants)**

14 45. Plaintiff realleges and incorporates by reference all of the allegations contained in
15 the preceding paragraphs as though fully set forth hereat.

16 46. At all relevant times, Plaintiff, Class Members, and aggrieved employees were
17 employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and
18 applicable Wage Orders.

19 47. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff, Class
20 Members, and aggrieved employees were entitled to receive minimum wages for all hours worked
21 or otherwise under Defendants' control.

22 48. For four (4) years prior to the filing of the Complaint in this Action through the
23 present, Defendants failed, at times, failing to accurately track and/or pay for all minutes actually
24 worked; engaging, suffering, or permitting employees to work off the clock, including, without
25 limitation, by requiring employees, to make phone calls off the clock and to clock out for meal
26 periods and continue working; detrimental rounding of employee time entries; editing and/or
27 manipulation of time entries to show less hours than actually worked; and failing to pay split shift
28 premiums to the detriment of Plaintiff, Class Members, and aggrieved employees.

1 **A. Numerosity**

2 31. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are at least seventy-five (75) Class
5 Members employed by Defendants within the State of California.

6 32. Accounting for employee turnover during the relevant periods necessarily increases
7 this number. Plaintiff alleges Defendants' employment records would provide information as to the
8 number and location of all Class Members. Joinder of all members of the proposed Class is not
9 practicable.

10 **B. Commonality**

11 33. There are questions of law and fact common to Class Members. These common
12 questions include, but are not limited to:

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked, including by detrimentally rounding employee work hours?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
16 for all other time worked at the employee's regular rate of pay and a rate of pay that
17 is greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
19 Class Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
23 Class Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?
- 28 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code

49. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and aggrieved employees have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

50. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff, Class Members, and aggrieved employees are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

51. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

52. At all relevant times, Plaintiff, Class Members, and aggrieved employees were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

53. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

54. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

55. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff, Class Members, and aggrieved employees were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1)

1 additional hour of pay at the Class Member's regular rate of compensation on the occasions that
2 Class Members were not provided compliant meal periods.

3 56. By their failure to provide Plaintiff, Class Members, and aggrieved employees
4 compliant meal periods as contemplated by Labor Code section 512, among other California
5 authorities, and failing, at times, to provide compensation for such unprovided meal periods, as
6 alleged above, Defendants willfully violated the provisions of Labor Code section 512 and
7 applicable Wage Orders.

8 57. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and
9 aggrieved employees have suffered damages in an amount, subject to proof, to the extent they were
10 not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal
11 periods.

12 58. Plaintiff, Class Members, and aggrieved employees are entitled to recover the full
13 amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be
14 determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code
15 sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section
16 3287.

17 **FOURTH CAUSE OF ACTION**

18 **(Failure to Provide Rest Periods – Against All Defendants)**

19 59. Plaintiff realleges and incorporates by reference all of the allegations contained in
20 the preceding paragraphs as though fully set forth hereat.

21 60. At all relevant times, Plaintiff, Class Members, and aggrieved employees were
22 employees or former employees of Defendants covered by applicable Wage Orders.

23 61. California law and applicable Wage Orders require that employers "authorize and
24 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
25 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
26 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
27 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
28 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided

1 thirty (30) minutes of paid rest period.

2 62. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
3 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
4 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
5 regular rate of compensation for each work day that the rest period is not provided.

6 63. For four (4) years prior to the filing of the Complaint in this Action through the
7 present, Plaintiff, Class Members, and aggrieved employees were, at times, not authorized or
8 permitted to take complete, timely 30-minute, duty-free uninterrupted rest periods every four (4)
9 hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1)
10 additional hour of pay at the Class Member's regular rate of compensation on the occasions that
11 Class Members were not authorized or permitted to take compliant rest periods.

12 64. By their failure, at times, to authorize and permit Plaintiff, Class Members, and
13 aggrieved employees to take rest periods contemplated by California law, and one (1) additional
14 hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as
15 alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and
16 applicable Wage Orders.

17 65. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and
18 aggrieved employees have suffered damages in an amount, subject to proof, to the extent they were
19 not paid additional pay owed for rest periods that they were not authorized or permitted to take.

20 66. Plaintiff, Class Members, and aggrieved employees are entitled to recover the full
21 amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be
22 determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code
23 sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section
24 3287.

25 **FIFTH CAUSE OF ACTION**

26 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

27 67. Plaintiff realleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth hereat.

1 68. At all relevant times, Plaintiff, Class Members, and aggrieved employees were
2 employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203,
3 as well as applicable Wage Orders.

4 69. Pursuant to Labor Code sections 201 and 202, Plaintiff, Class Members, and
5 aggrieved employees were entitled upon termination to timely payment of all wages earned and
6 unpaid prior to termination. Discharged Class Members were entitled to payment of all wages
7 earned and unpaid prior to discharge immediately upon termination. Class Members who resigned
8 were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after
9 giving notice of resignation or, if they gave 72 hours previous notice. they were entitled to payment
10 of all wages earned and unpaid at the time of resignation.

11 70. Plaintiff is informed and believes, and based thereon alleges. that in the three (3)
12 years before the filing of the Complaint in this Action through the present, Defendants, due to the
13 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff, Class Members,
14 and aggrieved employees all wages earned prior to resignation or termination in accordance with
15 Labor Code sections 201 or 202.

16 71. Plaintiff is informed and believes Defendants' failure. at times, to pay Plaintiff, Class
17 Members, and aggrieved employees all wages earned prior to termination or resignation in
18 accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay
19 all wages earned by Plaintiff, Class Members, and aggrieved employees at the time of termination
20 in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices
21 incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at
22 times, to pay all wages earned prior to termination or resignation.

23 72. Pursuant to Labor Code section 203, Plaintiff, Class Members, and aggrieved
24 employees are entitled to waiting time penalties from the date their earned and unpaid wages were
25 due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

26 73. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and
27 aggrieved employees have suffered damages in an amount subject to proof, to the extent they were
28 not paid for all wages earned prior to termination or resignation.

1 74. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
2 1021.5 and 1032, and Civil Code section 3287, Plaintiff, Class Members, and aggrieved employees
3 are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

4 **SIXTH CAUSE OF ACTION**

5 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

6 75. Plaintiff realleges and incorporates by reference all of the allegations contained in
7 the preceding paragraphs as though fully set forth hereat.

8 76. At all relevant times, Plaintiff, Class Members, and aggrieved employees were
9 employees or former employees of Defendants covered by Labor Code section 226, as well as
10 applicable Wage Orders.

11 77. Pursuant to Labor Code section 226, subdivision (a), Plaintiff, Class Members, and
12 aggrieved employees were entitled to receive, semi-monthly or at the time of each payment of
13 wages, an accurate itemized statement that accurately reflects, among other things, gross wages
14 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the
15 pay period and the corresponding number of hours worked at each hourly rate, among other things.

16 78. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
17 before the filing of the Complaint in this Action through the present, Defendants failed to comply
18 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
19 failure, at times, to furnish Plaintiff, Class Members, and aggrieved employees with accurate
20 itemized statements that accurately reflect, among other things, gross wages earned; total hours
21 worked; net wages earned; and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate, among other things.

23 79. Defendants' failure to, at times, provide Plaintiff, Class Members, and aggrieved
24 employees with accurate wage statements was knowing, intentional, and willful. Defendants had
25 the ability to provide Plaintiff and the other Class Members with accurate wage statements, but, at
26 times, willfully provided wage statements that Defendants knew were not accurate.

27 80. As a result of Defendants' unlawful conduct, Plaintiff, Class Members, and
28 aggrieved employees have suffered injury. The absence of accurate information on Class Members'

1 wage statements at times has delayed timely challenge to Defendants' unlawful pay practices;
2 requires discovery and mathematical computations to determine the amount of wages owed; causes
3 difficulty and expense in attempting to reconstruct time and pay records; and led to submission of
4 inaccurate information about wages and amounts deducted from wages to state and federal
5 governmental agencies, among other things.

6 81. Pursuant to Labor Code section 226, subdivision (e), Plaintiff, Class Members, and
7 aggrieved employees are entitled to recover \$50 for the initial pay period during the period in which
8 violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section
9 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

10 82. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
11 Procedure section 1032, Civil Code section 3287, Plaintiff, Class Members, and aggrieved
12 employees are entitled to recover the full amount of penalties due under Labor Code section 226,
13 subdivision (e), reasonable attorneys' fees, and costs of suit.

14 **SEVENTH CAUSE OF ACTION**

15 **(Unfair Competition – Against All Defendants)**

16 83. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 84. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
19 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
20 Professions Code section 17200. Due to their unlawful business practices in violation of the Labor
21 Code, Defendants have gained a competitive advantage over other comparable companies doing
22 business in the State of California that comply with their obligations to compensate employees in
23 accordance with the Labor Code.

24 85. As a result of Defendants' unfair competition as alleged herein, Plaintiff, Class
25 Members, and aggrieved employees have suffered injury in fact and lost money or property.

26 86. Pursuant to Business and Professions Code section 17203, Plaintiff, Class Members,
27 and aggrieved employees are entitled to (an) injunction(s) prohibiting Defendants from further
28 violating the Labor Code and requiring the establishment of appropriate and effective means to

1 prevent further violations, as well as restitution of all wages and other monies owed to them under
2 the Labor Code, including interest thereon, in which they had a property interest and which
3 Defendants nevertheless failed to pay them and instead withheld and retained for themselves.
4 Restitution of the money owed to Plaintiff, Class Members, and aggrieved employees is necessary
5 to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor
6 Code.

7 87. Plaintiff, Class Members, and aggrieved employees are entitled to costs of suit under
8 Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

9 **EIGHTH CAUSE OF ACTION**

10 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

11 88. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
12 the preceding paragraphs as though fully set forth hereat.

13 89. At all relevant times herein, Labor Code section 204, requires and required that:
14 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
15 between the 16th and 26th day of the month during which the labor was performed, and labor
16 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
17 between the 1st and 10th day of the following month.”

18 90. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 91. At all relevant times herein, Defendants have had a consistent policy or practice of,
26 failing to pay Plaintiff and aggrieved employees during their employment on a timely basis as per
27 Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other aggrieved
28 employees or former employees she seeks to represent are entitled to recover civil penalties for

1 Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for
2 each aggrieved employee or former employee for each initial violation per employee, and two
3 hundred dollars (\$200) for each aggrieved employee or former employee for each subsequent
4 violation in connection with each payment that was made in violation of Labor Code section 204.

5 **NINTH CAUSE OF ACTION**

6 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

7 92. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs as though fully set forth hereat.

9 93. Defendants have had a consistent policy or practice of failing to comply with Labor
10 Code section 226, subdivision (a) by intentionally failing to furnish employees with itemized wage
11 statements that accurately reflect gross wages earned; total hours worked by the employee; all
12 deductions; net wages earned; the inclusive dates of the period for which the employee is paid; all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee; and other such information as required by Labor Code
15 section 226, subdivision (a).

16 94. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
17 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
18 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
19 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

21 95. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
22 this section are in addition to any other penalty provided by law.”

23 96. Plaintiff is informed and believes and based thereon alleges that Defendants failed
24 and continue to fail to furnish non-exempt employees, including, without limitation, Plaintiff, with
25 itemized wage statements that accurately reflect gross wages earned; total hours worked by the
26 employee; all deductions; net wages earned; the inclusive dates of the period for which the employee
27 is paid; all applicable hourly rates in effect during the pay period and the corresponding number of
28 hours worked at each hourly rate by the employee; and other such information, as required by Labor

1 Code section 226, subdivision (a) and 226.2.

2 97. Pursuant to Labor Code section 226.3, Plaintiff and other aggrieved employees or
3 former employees Plaintiff seeks to represent are entitled to recover civil penalties for Defendants'
4 violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars
5 (\$250) for each aggrieved employee or former employee per pay period for the initial violation, and
6 one thousand dollars (\$1,000) for each aggrieved employee or former employee per pay period for
7 each subsequent violation.

8 **TENTH CAUSE OF ACTION**

9 **(Violation of Labor Code § 558 – Against All Defendants)**

10 98. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs as though fully set forth hereat.

12 99. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
13 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
14 hours and days of work in any order of the Industrial Welfare Commission" shall be subject to a
15 civil penalty as follows:

- 16 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for
17 each pay period for which the employee was underpaid in addition to an amount
18 sufficient to recover underpaid wages;
19 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid in addition
21 to an amount sufficient to recover underpaid wages;
22 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

23 100. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
24 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
25 causing Plaintiff and other aggrieved employees not to: be paid overtime wages and minimum
26 wages; receive meal and rest periods or compensation in lieu thereof; and be paid timely wages
27 during their employment and after their employment separation.

28 / / /

101. As a direct and proximate result of Defendants' conduct, Plaintiff and other aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to Labor Code section 558 in amounts to be determined at trial.

ELEVENTH CAUSE OF ACTION

(Violation of Labor Code § 1197.1 – Against All Defendants)

102. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

103. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

1 Section 203, recovered pursuant to this section shall be paid to the affected
2 employee.”

3 104. Plaintiff believes, and thereupon alleges, that Defendants, and each of them, made
4 the decision that Plaintiff would not be paid their due minimum wages as required due to, among
5 other things, Defendants, on occasion, failing to accurately track and/or pay for all hours actually
6 worked; detrimental rounding or manipulation of time entries; engaging, suffering, or permitting
7 employees to work off the clock, including, without limitation, by auto-deducting meal periods and
8 requiring employees to begin working before clocking in and after clocking out; and or paying
9 overtime hours at the regular or otherwise improper rates of pay, and failing to pay for rest and other
10 non-productive time, to the detriment of Plaintiff and other aggrieved employees.

11 105. As a direct and proximate result of Defendants’ conduct, Plaintiff is entitled to
12 recover directly from Defendants, civil penalties, as set forth above, pursuant to Labor Code section
13 1197.1.

14 **TWELFTH CAUSE OF ACTION**

15 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

16 106. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 107. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
19 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
20 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
21 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
22 action brought by an aggrieved employee on behalf of himself or herself and other current or former
23 employees pursuant to the procedures specified in Labor Code section 2699.3.

24 108. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
25 Code except those for which a civil penalty is specifically provided, the established civil penalty for
26 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
27 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
28 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved

1 employee per pay period for each subsequent violation.

2 109. Plaintiff is informed and believes and based thereon alleges that Defendants, and
3 each of them, violated the Labor Code sections described herein, including, without limitation, for
4 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
5 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
6 employment and after employment separation; provide employees the opportunity to inspect
7 employment records; provide and pay for sick leave; and provide notice as required under Labor
8 Code section 2810.5 entitling Plaintiff and other aggrieved employees to civil penalties for each of
9 these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

10 110. Moreover, Plaintiff and other aggrieved current and former employees within the
11 State of California whom she seeks to represent are entitled to an award of reasonable attorneys'
12 fees and costs in connection with their herein-described claims for civil penalties.

13 **DEMAND FOR JURY TRIAL**

14 111. Plaintiff demands a trial by jury on all causes of action contained herein.

15 **PRAYER**

16 WHEREFORE, on behalf of Plaintiff, Class Members, and aggrieved employees, Plaintiff
17 prays for judgment against Defendants as follows:

- 18 A. An order certifying this case as a Class Action;
- 19 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
20 counsel as class counsel;
- 21 C. Damages for all wages earned and owed, including minimum and overtime wages
22 under Labor Code sections 510, 1194, 1197 and 1199;
- 23 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 24 E. Damages for unpaid premium wages from missed meal and rest periods under,
25 among other Labor Code sections, 512 and 226.7;
- 26 F. Penalties for inaccurate wage statements under Labor Code section 226,
27 subdivision (e);
- 28 G. Waiting time penalties under Labor Code section 203;

- 1 H. Preliminary and permanent injunctions prohibiting Defendants from further
2 violating the California Labor Code and requiring the establishment of appropriate
3 and effective means to prevent future violations;
- 4 I. Restitution of wages and benefits due which were acquired by means of any unfair
5 business practice, according to proof;
- 6 J. An award for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1,
7 and 2699;
- 8 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
9 210, 226.3, 558, 1197.1, and 2699;
- 10 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 11 M. For attorneys' fees in prosecuting this action;
- 12 N. For costs of suit incurred herein; and
- 13 O. For such other and further relief as the Court deems just and proper.
- 14

15 Dated: January 20, 2021

BIBIYAN LAW GROUP, P.C.

16
17 BY: 

18 DIEGO AVILES

19 DAVID D. BIBIYAN

20 Attorneys for Plaintiff JENNIFER PLAYU ALBERTO
21 on behalf of herself and all others similarly situated and
22 aggrieved
23
24
25
26
27
28

1 **PROOF OF SERVICE**

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

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 8484 Wilshire Blvd,
Suite 500, Beverly Hills, California 90211.

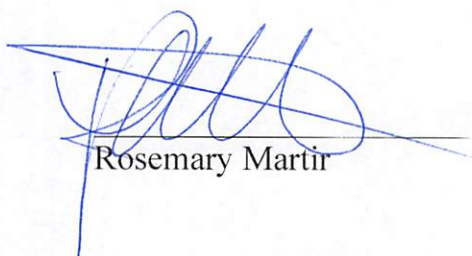
5 On January 25, 2021, I caused a true and correct copy of **FIRST AMENDED CLASS**
6 **ACTION COMPLAINT** to be served by electronic transmission via Case Anywhere to the
parties and/or counsel who are registered to use Case Anywhere and set forth in the below service
list:

7
8 Amber S. Healy
Lauren D. Fierro
9 ATKINSON, ANDELSON, LOYA, RUUD & ROMO
12800 Center Court Drive South, Suite 300
Cerritos, California 90703
10 AHealy@aalrr.com
Lauren.Fierro@aalrr.com

11 **Counsel for Defendant Cambrian Homecare**

12
13 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct

14 Executed on January 25, 2021 at Beverly Hills, California.

15
16 
17 _____
18 Rosemary Martir
19
20
21
22
23
24
25
26
27
28