

FILED
Superior Court Of California,
Sacramento
10/27/2022
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By Deputy
Case Number:
JCCP 5225

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19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF SACRAMENTO**

21 In re: Healthnet/Centene cases

Case No.: JCCP 5225

22 **Coordinated Actions:**

**FIRST AMENDED CONSOLIDATED
CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

23 Flora Candelaria Alvarez, et. al. v. Health
24 Net of California Inc.
25 34-2020-00289192; Sacramento Superior
26 Court

- 27 (1) VIOLATION OF CAL. LABOR CODE §§
226(a);
- 28 (2) VIOLATION OF CAL. LABOR CODE §§
201-203
- (3) VIOLATION OF CAL. LABOR CODE §
1194
- (4) VIOLATION OF CAL. LABOR CODE §
2698, *ET SEQ.*

Ariana Carranza, et. al. v. Health Net of
California, Inc.; Centene Corporation
20STCV14774; Los Angeles Superior
Court

DEMAND OVER \$25,000.00

BY FAX

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Plaintiffs FLORA CANDELARIA ALVAREZ and ARIANA CARRANZA ("Plaintiffs") hereby submits this Class Action Complaint ("Complaint") against Defendants HEALTH NET OF CALIFORNIA INC. ("Health Net" or the "Company") and Does 1 through 50 (hereinafter collectively referred to as "Defendants") as individuals and on behalf the class of all other similarly situated current and former employees of Defendants for penalties under the California Labor Code, as follows:

INTRODUCTION

1. This class action is within the Court's jurisdiction under California Labor Code §§ 201, 202, 203, 226, 1194, and the Private Attorneys General Act ("PAGA"), 2698, *et seq.*

2. This complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code against individuals who worked for Defendants.

3. Plaintiffs are informed and believe, and based thereon allege, that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in receiving overtime paid at the correct, higher regular rate of pay, promised language differential, wages at time of termination, and accurate itemized wage statements.

4. Plaintiffs are informed and believe, and based thereon allege, that Defendants have engaged in, among other things a system of willful violations of the California Labor Code by creating and maintaining policies, practices and customs that knowingly deny employees the above stated rights and benefits.

JURISDICTION AND VENUE

5. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 226, 1194, and 2698, *et seq.*

6. Venue is proper in this County because Plaintiff Alvarez worked for Defendants in Rancho Cordova, California, which is located in the County of Sacramento.

PARTIES

7. Plaintiff Alvarez was employed by Defendants as a non-exempt employee beginning on or about August 2012, in the position of CSR. Plaintiff Alvarez is a current

1 employee.

2 8. Plaintiff Alvarez was and is the victim of the policies, practices, and customs of
3 Defendants complained of in this action in ways that have deprived them of the rights guaranteed
4 by California Labor Code §§ 226 and 2698, *et seq.*

5 9. Plaintiff Alvarez is informed and believes, and based thereon alleges, that
6 Defendant Health Net is a California corporation operating in California.

7 10. Plaintiff Carranza is a resident of Carson, California in Los Angeles County, in
8 the State of California.

9 11. Plaintiff is informed and believes and based thereon alleges Defendant HEALTH
10 NET, INC. was and still is a California corporation doing business in the State of California.
11 HEALTH NET provides health insurance coverage for individuals, families, small business,
12 large groups and Medicare Advantage recipients.

13 12. Plaintiff is informed and believes and based thereon alleges Defendant
14 CENTENE CORPORATION was and still is a Delaware corporation doing business in the State
15 of California. CENTENE CORPORATION is a large publicly-traded company and a multi-line
16 managed care enterprise that serves as a major intermediary for both government-sponsored and
17 privately insured health care programs. The main lines of Centene include Medicare, Medicaid,
18 The Health Insurance Marketplace System, Tricare, as well as traditional commercial insurance.
19 It is the second-largest publicly-traded corporation based in the state of Missouri.

20 13. Based upon information and belief, around March 2016, CENTENE acquired
21 HEALTH NET creating the largest Medicaid managed care organization. HEALTH NET is now
22 a subsidiary of CENTENE.

23 14. Plaintiffs are informed and believe, and based thereon allege, that at all times
24 herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
25 individuals, and partnerships, licensed to do business and actually doing business in the State of
26 California. As such, and based upon all the facts and circumstances incident to Defendants'
27 business, Defendants are subject to California Labor Code §§ 210-203, 226 1194, and 2698, *et*
28

1 *seq..*

2 15. Plaintiffs do not know the true names or capacities, whether individual, partner or
3 corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
4 said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this
5 complaint when the true names and capacities are known. Plaintiffs are informed and believe
6 and based thereon allege that each of said fictitious Defendants was responsible in some way for
7 the matters alleged herein and proximately caused Plaintiffs and members of the general public
8 and class to be subject to the illegal employment practices, wrongs and injuries complained of
9 herein.

10 16. At all times herein mentioned, each of said Defendants participated in the doing
11 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
12 Defendants, and each of them, were the agents, servants and employees of each of the other
13 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
14 acting within the course and scope of said agency and employment.

15 17. Plaintiffs are informed and believe, and based thereon allege, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting
18 within the course and scope of such agency, employment, joint venture, or concerted activity.
19 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
20 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
21 Defendants.

22 18. At all times herein mentioned, Defendants, and each of them, were members of,
23 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
24 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

25 19. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
28 herein mentioned, Defendants, and each of them, ratified each and every act or omission

1 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
2 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
3 damages as herein alleged.

4
5 **CLASS ACTION ALLEGATIONS**

6 20. **Definition:** The named individual Plaintiffs seek class certification, pursuant to
7 California Code of Civil Procedure § 382. Plaintiffs propose the following Class:

- 8 a. All current and former non-exempt employees of Defendants in the State of
9 California who were paid language premium and/or shift differential wages from
10 April 16, 2016, through the present (the "Class")
- 11 b. All non-exempt employees who were employed by Defendants in the State of
12 California at any time from May 17, 2019, through the present and who were paid
13 shift differential wages, including without limitation, incentive wages such as
14 "Langprem" and "Langprem OT" Wages ("Total Hours Worked Wage Statement
15 Class");
- 16 c. All non-exempt employees who were employed by Defendants in the State of
17 California at any time from May 17, 2019, through the present and who were paid
18 shift differential overtime wages, including, but not limited to, "Langprem OT"
19 wages (the "Overtime Rate Wage Statement Class").

20 21. c. **Numerosity and Ascertainability:** The members of the Class are so
21 numerous that joinder of all members would be impractical, if not impossible. The identity of
22 the members of the Class is readily ascertainable by review of Defendants' records, including
23 payroll records. Plaintiffs are informed and believe, and based thereon allege, that Defendants:
24 (a) failed to provide accurate, itemized wage statements in violation of Labor Code § 226; (b)
25 failed to pay a promised language differential; (c) failed to pay all wages at time of termination.

26 22. **Adequacy of Representation:** The named Plaintiffs are fully prepared to take all
27 necessary steps to represent fairly and adequately the interests of the class defined above.
28 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the class and the

1 individual Plaintiffs. Plaintiffs' attorneys have prosecuted and settled wage-and-hour class
2 actions in the past and currently have a number of wage-and-hour class actions pending in
3 California state and federal courts.

4 23. Defendants uniformly administered a corporate policy, practice of: (a) failing to
5 provide accurate, itemized wage statements in violation of Labor Code § 226; (b) failing to pay a
6 promised language differential; and (c) failing to pay all wages at time of termination whenever
7 Class Members were paid shift differential wages and/or shift differential overtime wages.

8 24. Plaintiffs are informed and believe, and based thereon allege, that this corporate
9 conduct is accomplished with the advance knowledge and designed intent to willfully and
10 intentionally fail to accurately record proper rates of pay, hours worked, net wages, and
11 deductions.

12 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
13 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
14 Code §§ 201-203, 226, and 1194.

15 26. **Common Question of Law and Fact:** There are predominant common questions
16 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class
17 concerning Defendant's policy and practice of: (a) failing to provide accurate, itemized wage
18 statements in violation of Labor Code § 226; (b) failing to pay a promised language differential;
19 and (c) failing to pay all wages at time of termination

20 27. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of
21 the Class in that Plaintiffs suffered the harm alleged in this Complaint in a similar and typical
22 manner as the Class members. As with other non-exempt employees, Plaintiffs did not receive
23 accurate, itemized wage statements when she was paid differential wages, including, but not
24 limited to "Langprem" and "Langprem OT" wages. In particular, whenever differential wages,
25 including, but not limited to "Langprem" and "Langprem OT" wages were paid, the wage
26 statements issued by Defendants identified the wrong total hours worked as it appears to show
27 more hours than were actually worked. Similarly, when the hours shown on the wage statements
28 are added up, they do not appear to add up to the actual total hours worked. In addition,

1 whenever "Langprem OT" wages were paid, which appears to be overtime wages, the rate of pay
2 shown on the wage statement appears as the regular rate of pay rather than 1.5 times the regular
3 rate of pay. Plaintiffs also did not receive a language differential. Defendants failed to pay their
4 employees all wages owed in a timely fashion during and at the end of their employment.
5 Therefore, Plaintiffs are members of the Class and has suffered the alleged violations of
6 California Labor Code §§ 201-203, 226, and 1194.

7 28. The California Labor Code and upon which Plaintiffs base these claims are
8 broadly remedial in nature. These laws and labor standards serve an important public interest in
9 establishing minimum working conditions and standards in California. These laws and labor
10 standards protect the average working employee from exploitation by employers who may seek
11 to take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment.

13 29. The nature of this action and the format of laws available to Plaintiffs and
14 members of the Class identified herein make the class action format a particularly efficient and
15 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
16 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
17 advantage since it would be able to exploit and overwhelm the limited resources of each
18 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
19 member to pursue an individual remedy would also discourage the assertion of lawful claims by
20 employees who would be disinclined to file an action against their former and/or current
21 employer for real and justifiable fear of retaliation and permanent damage to their careers at
22 subsequent employment.

23 30. The prosecution of separate actions by the individual class members, even if
24 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
25 to individual Class members against the Defendants and which would establish potentially
26 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
27 individual Class members which would, as a practical matter, be dispositive of the interest of the
28 other Class members not parties to the adjudications or which would substantially impair or

1 impede the ability of the Class members to protect their interests. Further, the claims of the
2 individual members of the Class are not sufficiently large to warrant vigorous individual
3 prosecution considering all of the concomitant costs and expenses.

4 31. Such a pattern, practice and uniform administration of corporate policy regarding
5 illegal employee compensation described herein is unlawful and creates an entitlement to
6 recovery by Plaintiffs and the Class identified herein, in a civil action, for applicable penalties,
7 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code
8 §§ 226, 1194, and Code of Civil Procedure § 1021.5.

9 32. Proof of a common business practice or factual pattern, which the named
10 Plaintiffs experienced and is representative of, will establish the right of each of the members of
11 the Plaintiff Class to recovery on the causes of action alleged herein.

12 33. The Plaintiff Class is commonly entitled to a specific fund with respect to the
13 compensation illegally and unfairly retained by Defendants. The Plaintiff Class is commonly
14 entitled to restitution of those funds being improperly withheld by Defendants. This action is
15 brought for the benefit of the entire class and will result in the creation of a common fund.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 226(a)**

18 **(BY PLAINTIFFS THE TOTAL HOURS WORKED WAGE STATEMENT CLASS, THE**
19 **OVERTIME RATE WAGE STATEMENT CLASS, AND THE CLASS)**

20 34. Plaintiffs re-allege and incorporates by reference the paragraphs above, as though
21 fully set forth herein.

22 35. Defendants failed in their affirmative obligation to provide accurate itemized
23 wage statements. Defendants, as a matter of policy and practice, failed to provide accurate,
24 itemized wage statements to Plaintiffs and the Class in violation of Labor Code § 226.

25 36. Plaintiffs and the Class were paid hourly. As such, the wage statements should
26 have reflected the correct applicable hourly rates and total hours worked, pursuant to Labor Code
27 § 226(a). The wage statements provided to Plaintiffs and the Class failed to identify such
28 information, including without limitation, the correct hourly rate for overtime hours and the

1 correct total number of hours worked. As such, the Company violated Labor Code § 226(a). For
2 example, when Plaintiffs and the Classes were paid differential wages, including, but not limited
3 to "Langprem" and "Langprem OT" wages, the wage statements issued by Defendants identified
4 the wrong total hours worked as it appears to show more hours than were actually worked.
5 Similarly, when the hours shown on the wage statements are added up, they do not appear to add
6 up to the actual total hours worked. In addition, and as an independent violation of Section 226,
7 whenever "Langprem OT" wages were paid, which appears to be overtime wages, the rate of pay
8 shown on the wage statement appears as the regular rate of pay rather than 1.5 times the regular
9 rate of pay.

10 37. Such a pattern, practice and uniform administration of corporate policy as
11 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
12 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
13 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
14 California Labor Code § 226.

15 **SECOND CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE §§ 201-203, *ET SEQ.***

17 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

18 38. Plaintiffs re-allege and incorporate all preceding paragraphs as though fully set
19 forth herein.

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

23 40. As a pattern and practice, Defendants regularly failed to pay Plaintiffs and the
24 Class their final wages pursuant to California *Labor Code* §§ 201-203, and accordingly owe
25 waiting time penalties pursuant to California *Labor Code* § 203.

26 41. Plaintiffs allege they did not receive their final wages in accordance with
27 California law.

28 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants'

1 willful failure to pay wages due and owing upon separation from employment results in a
2 continued payment of wages up to thirty (30) days from the time the wages were due. Therefore,
3 Plaintiffs and Class Members who have separated from employment are entitled to compensation
4 pursuant to California *Labor Code* § 203.

5 **THIRD CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE § 1194, *ET SEQ.***

7 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

8 43. Plaintiffs incorporate all preceding paragraphs as though fully set for herein.

9 44. At all times relevant herein, which comprise the time period not less than four (4)
10 years preceding the filing of this action, Defendants were required to compensate its hourly
11 employees for all hours worked upon reporting for work at the appointed time stated by the
12 employer, pursuant to the Industrial Welfare Commission Orders and California *Labor Code* §§
13 200, 226, 1197, and 1198.

14 45. For at least the four (4) years preceding the filing of this action, Defendants failed
15 to compensate employees for all hours worked, including compensation at the regular rate of
16 pay.

17 46. Defendants routinely suffered or permitted Plaintiff and the Plaintiff's Class to
18 work portions of the day during which they were subject to Defendants' control, but Defendants
19 failed to compensate them at the agreed upon rate reflected in the language differential.

20 47. Plaintiffs, and the Class, were subject to Defendants' practice of failing to pay
21 language differentials as agreed. Plaintiffs allege that Defendants failed to calculate increase in
22 hourly regular rate of pay due to employees who were Spanish speaking.

23 48. Plaintiffs allege that Defendants did not compensate their hourly non-exempt
24 employees with the language differential rate as described above, including but not limited to the
25 time that the employees were subject to the control and direction of Defendants; and/or the time
26 that the employees were suffered or permitted to work.

27 49. California *Labor Code* § 1194 provides that an employee receiving less than the
28

1 legal overtime compensation is entitled to recover in a civil action the unpaid balance of the full
2 amount of this minimum wage compensation, including interest thereon, reasonable attorney's
3 fees, and costs of suit.

4 50. As a matter of policy and/or practice, Defendants routinely suffered or permitted
5 Plaintiff and the Class to work portions of the day during which they were subject to Defendants'
6 control, and failed to compensate them correctly on the agreed upon language differential.

7 51. California *Labor Code* § 1194 provides that an employee receiving less than the
8 legal compensation is entitled to recover in a civil action the unpaid balance of the full amount of
9 this minimum wage or overtime compensation, including interest thereon, reasonable attorney's
10 fees, and costs of suit.

11 52. Under the above-mentioned wage order and state regulations, Plaintiffs and the
12 Class are entitled to recover compensation for all hours worked, but not paid, for the four (4)
13 years preceding the filing of this action, in addition to reasonable attorneys' fees and costs of suit
14 in accordance with California *Labor Code* § 218.5, and penalties pursuant to California *Labor*
15 *Code* §203 and 206.

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

23
24 **FOURTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

26 **(BY PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

27 54. Plaintiffs re-allege and incorporate by reference the paragraphs above, as though
28 fully set forth herein.

1 55. As identified above, Defendants have violated Labor Code §§ 201-203, 226, and
2 1194 by failing to provide accurate itemized wage statements, failing to properly pay language
3 differentials, and failing to pay all wages due upon separation.

4 56. Plaintiffs bring this cause of action on behalf of the State of California and seeks
5 penalties on behalf of all Aggrieved Employees from February 8, 2019, through the present, for
6 Defendants' violations of Labor Code, which includes Defendants':

- 7 a. Failure to pay Plaintiffs and all other aggrieved employees all wages at the
8 language differential rate in violation of California Labor Code §§204, 510,
9 1194, 1194.2, 1197, 1197.1;
10 b. Failure to pay Plaintiffs and all other aggrieved employees all wages owed at
11 termination in violation of California Labor Code § 203; and
12 c. Failure to provide Plaintiffs and all other aggrieved employees with
13 appropriate wage statements in violation of California Labor Code § 226.

14 57. Because of Defendants' violations of Labor Code, Plaintiffs are "aggrieved
15 employees" as defined in Labor Code section 2699(a). As such, Plaintiffs bring this cause of
16 action on behalf of the State of California for violations committed against all similarly situated
17 Aggrieved Employees of Defendants.

18 58. On or about November 13, 2020, Plaintiff Alvarez sent written notice to the
19 California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of
20 Labor Code §§ 226, among other violations, pursuant to Labor Code section 2698, *et seq.*, the
21 Private Attorneys General Act ("PAGA").

22 59. On or about February 8, 2019, Plaintiff Carranza sent required notice to the Labor
23 and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of
24 the California *Labor Code* alleged to have been violated, including the facts and theories to
25 support the alleged violations.

26 60. As of the date of the filing of this Complaint, the LWDA has yet to provide notice
27 to Plaintiffs as to whether it intends to investigate the Labor Code violations provided for in the
28 written notice.

1 61. As such, pursuant to Labor Code section 2699(a), Plaintiffs and the Aggrieved
2 Employees may seek recovery of all applicable civil penalties on behalf of the State of California
3 for Defendants' violations of the Labor Code.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment individually and all others on whose behalf
6 this suit is brought against Defendants, jointly and severally, as follows:

- 7 1. For an order certifying the proposed classes and subclasses;
8 2. For an order appointing Plaintiffs as the representative of the classes and
9 subclasses as described herein;
10 3. For an order appointing Counsel for Plaintiff as class counsel;
11 4. Upon the First Cause of Action, for penalties and/or damages pursuant to
12 California Labor Code § 226, and for costs and attorneys' fees;
13 5. Upon the Second Cause of Action, for penalties and/or damages pursuant to
14 Labor Code §§ 201-203, and for costs and attorneys' fees;
15 6. Upon the Third Cause of Action, for penalties and/or damages pursuant to Labor
16 Code § 1194, and for costs and attorneys' fees;
17 7. Upon the Fourth Cause of Action, for civil penalties according to proof pursuant
18 to Labor Code § 2698 *et seq.*, and for costs and attorneys' fees;
19 8. On all causes of action for attorneys' fees and costs as provided by California
20 Labor Code §§ 201-203, 226, 1194, 2698, *et seq.*, and Code of Civil Procedure §
21 1021.5; and
22 9. For such other and further relief the Court may deem just and proper.

23
24 DATED: September 21, 2022

DIVERSITY LAW GROUP, P.C.A

25
26
27 By: 
28 Larry W. Lee
 Max W. Gavron
 Attorneys for Plaintiff and the Class

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DATED: September 21, 2022

**BRADLEY/GROMBACHER, LLP
LAW OFFICES OF SAHAG MAJARIAN II**

By: 

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Kiley Lynn Grombacher, Esq.
Lirit A. King, Esq.
Sahag Majarian II, Esq.
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3 STATE OF CALIFORNIA]
4]ss.
5 COUNTY OF LOS ANGELES]

6 I am employed in the County of Los Angeles, State of California. I am over the age of
7 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
8 1250, Los Angeles, California 90071.

9 On October 27, 2022, I served the following document(s) described as: **FIRST**
10 **AMENDED CONSOLIDATED CLASS ACTION COMPLAINT FOR DAMAGES** on the
interested parties in this action as follows:

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The Honorable Jill H. Talley
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(Via Mail Only)

Chair, Judicial Council of California
Administrative Office of The Courts
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1 X BY ELECTRONIC MAIL: by personally sending a true and correct
2 copy of the above-described document(s) to the party(ies) listed above or on the attached mailing
3 list from the e-mail server diversitylaw.com, to the electronic transmission address of the
4 recipient(s) indicated above or on the attached mailing list. I certify that said electronic
5 transmission was completed and that all pages were received by the party(ies) identified herein
6 or on the attached mailing list.

7 X BY MAIL: by placing _____ the original or X a true and correct
8 copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the
9 attached mailing list. I am readily familiar with the firm's practice for collection and processing
10 of correspondence and other materials for mailing with the United States Postal Service. On this
11 date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
12 collection and mailing on this date at the address above following our office's ordinary business
13 practices. The envelope(s) will be deposited with the United States Postal Service on this date,
14 in the ordinary course of business.

15 I declare under penalty of perjury under the laws of the State of California that the
16 above is true and correct. Executed on October 27, 2022, at Los Angeles, California.

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Erika Mejia