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Superior Court of California
County of Los Angeles

APR 21 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Cristina Grijalva, Deputy

Attorneys for Plaintiff LUIS MURILLO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

LUIS MURILLO, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

GAS PARTNERS, INC., a California
corporation; ONTRAC AUTO PARTS, INC., a
California corporation; UNDERCAR
SPECIALTY, INC., a California corporation;
WEST COAST UNDERCAR, INC., a California
corporation; AUTO PARTS DIRECT, LLC, a
limited liability company; UNDERCAR PARTS,
INC., a California corporation; CAR PARTS
DIRECT, INC., a California corporation;
TOTAL AUTO PARTS, a California
corporation; UNDERCAR EXPRESS, INC., a
California corporation; UNDERCAR PLUS,
INC., a California corporation; RIVERSIDE
PARTNERS, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV42328

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiff Luis Murillo (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Gas Partners, Inc., Ontrac Auto Parts,
6 Inc., Undercar Specialty, Inc., West Coast Undercar, Inc., Auto Parts Direct, LLC, Undercar
7 Parts, Inc., Car Parts Direct, Inc., Total Auto Parts, Undercar Express, Inc., Undercar Plus Inc.,
8 Riverside Partners, LLC, and Does 1 through 10 (collectively referred to as “Defendants”) for
9 civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698,
10 *et seq.* (PAGA) stemming from Defendants’ failure to pay minimum wages, failure to pay
11 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
12 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
13 wages to terminated employees, and failure to furnish accurate wage statements.

14 2. For over 50 years, California’s courts and legislature have recognized that this State’s
15 wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages
16 are not ordinary debts. Because of the economic position of the average worker and his or her
17 family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
18 employees are promptly paid the minimum/overtime wages that the Legislature has required for
19 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
22 other damages other than civil penalties—California has enacted the PAGA to permit an
23 individual to bring an action for PAGA penalties only, which is the precise and sole nature of this
24 action.

25 3. All California employees during the relevant statutes of limitations who are or were
26 harmed by Defendants’ illegal practices are “Aggrieved Employees.”

27 4. Plaintiff brings this action against Defendants seeking only to recover penalties on
28 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of

1 California. Plaintiff does not seek to recover anything other than penalties as permitted by
2 California Labor Code Section 2699 at this time. To the extent that statutory violations are
3 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
4 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
5 declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by
6 the PAGA.

7 5. Defendants own/owned and operate/operated an industry, business, and establishment
8 within the State of California, including Los Angeles County. As such and based upon all the
9 facts and circumstances incident to Defendants' business in California, Defendants are subject to
10 the California Labor Code and Wage Orders issued by the Industrial Welfare Commission
11 ("IWC").

12 6. Despite these requirements, throughout the statutory period Defendants maintained a
13 systematic, company-wide policy and practice of:

- 14 (a) Failing to pay employees for all hours worked, including all minimum
15 wages, overtime wages, in compliance with the California Labor Code and
16 IWC Wage Orders;
- 17 (b) Failing to maintain accurate records of the hours employees worked;
- 18 (c) Failing to provide employees with timely and duty-free meal periods in
19 compliance with the California Labor Code and IWC Wage Orders, failing
20 to maintain accurate records of all meal periods taken or missed, and
21 failing to pay an additional hour's pay for each workday a meal period
22 violation occurred;
- 23 (d) Failing to authorize and permit employees to take timely and duty-free rest
24 periods in compliance with the California Labor Code and IWC Wage
25 Orders, and failing to pay an additional hour's pay for each workday a rest
26 period violation occurred;
- 27 (e) Willfully failing to pay employees all minimum wages, overtime wages,
28 meal period premium wages, and rest period premium wages due within

the time period specified by California law when employment terminates;
and

- (f) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

7. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

9. Plaintiff Luis Murillo is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a driver from approximately October 2019 to July 2020.

10. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants Gas Partners, Inc., Ontrac Auto Parts, Inc., Undercar Specialty, Inc., West Coast Undercar, Inc., Auto Parts Direct, LLC, Undercar Parts, Inc., Car Parts Direct, Inc., Total Auto Parts, Undercar Express, Inc., Undercar Plus Inc., and Riverside Partners, LLC, are, and at all times herein mentioned, were:

- 1 (a) California corporations with their principal places of business in Los
2 Angeles, California.
- 3 (b) Business entities conducting business in numerous counties throughout the
4 State of California, including in Los Angeles County;
- 5 (c) The former employer of Plaintiff, and the current and/or former employer
6 of the Aggrieved Employees. These Defendants permitted Plaintiff and the
7 Aggrieved Employees to work, and/or controlled their wages, hours, or
8 working conditions;
- 9 (d) At all times herein mentioned is and was doing business as UnderCar Plus.

10 12. Plaintiff is informed and believes, and thereon alleges that there exists, and at all
11 times herein mentioned there existed, Defendants, and each of them, were at all relevant times
12 the joint employer of Plaintiff and the Aggrieved Employees, were alter egos of each other,
13 and/or were operating as an integrated enterprise with each other because, among other things:

- 14 (a) Defendants advertise as having multiple locations in California and other
15 states, including those locations operated by each Defendant;
- 16 (b) Combined, each named Defendants own the “UnderCar Plus” trademark or
17 trade name which features prominently at each location owned and
18 operated by Defendants in California. But, on information and belief, no
19 entity operating a “UnderCar Plus” location (including Defendants) has
20 ever paid any royalties to any individual or entity for using the “UnderCar
21 Plus” trademark or trade name;
- 22 (c) As a condition of employment for working anywhere in California,
23 Defendants require their employees to sign documents regarding the terms
24 and conditions of their employment. All of these documents are the same
25 for each and every California location. All of these documents also bear
26 the “UnderCar Plus” trademark or trade name. Further, on information and
27 belief, these documents were authored by human resources personnel
28 employed by each of these entities;

- (d) Payroll and personnel matters related to Defendants' California locations are handled by a single human resources department;
- (e) There is a seamless flow of employees between each Defendant. Employees are able to transfer between locations without being retrained because Defendants' policies and procedures are the same for each location;
- (f) Defendants routinely comingle assets in order to pay for expenses, including paying wages to employees;
- (g) All Defendants share the same CEO/President, and shareholders.
- (h) Defendants used the assets of the other corporate entities for their own use, caused assets of the other corporations to be transferred freely between the corporate entities without adequate consideration, and withdrew funds from one corporate entity to be transferred to another corporate entity without adequate consideration;
- (i) Defendants are, and at all times herein mentioned were, mere shells, instrumentalities, and conduits of one another through which each Defendant carried on their business, exercising complete control and dominance of such business to such an extent that any individuality or separateness of each individual Defendant does not, and at all times herein mentioned, did not exist;
- (j) Defendants are and at all times herein mentioned were, controlled, dominated, and operated by a single owner or owners, as his or their individual business and alter ego;
- (k) Defendants share the same corporate address and share the same corporate officers and directors. Further, Defendants share the same employees, in that employees were transferred between Defendants' locations;
- (l) Defendants failed to comply with corporate formalities, including but not limited to (1) the nonexistence of bylaws; (2) the failure to conduct

1 corporate meetings of the board of directors; (3) the failure to take or
2 maintain corporate minutes of any corporate proceedings; (4) the failure to
3 create any corporate resolutions or voting; (5) the entering and carrying out
4 of unapproved, undocumented transactions without adequate consideration
5 between and among Defendants; and (6) Defendants have at all times
6 herein failed to have any assets;

7 (m) Defendants were conceived, intended, and used as a device to avoid
8 liability;

9 (n) Defendants are, and at all times herein mentioned were, so inadequately
10 capitalized that, compared with the business to be done by Defendants and
11 the risk of loss, its capitalization was trifling.

12 13. Plaintiff is informed and believes and thereon alleges that adherence to the fiction of
13 the separate existence of Defendants as distinct from one another would permit an abuse of the
14 corporate privilege and would sanction fraud and promote injustice.

15 14. Plaintiff does not know the true names or capacities of the persons or entities sued
16 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
17 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
18 the Aggrieved Employees and Plaintiff as alleged herein. Plaintiff will amend this complaint to
19 set forth the true names and capacities of these Defendants when they have been ascertained,
20 together with appropriate charging allegations, as may be necessary.

21 15. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
22 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
23 and/or injured a significant number of Plaintiff and the Aggrieved Employees in the State of
24 California.

25 16. Plaintiff is informed and believes and thereon alleges that at all relevant times each
26 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
27 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
28 Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant

1 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
2 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of
3 some or all of the other Defendants, and was engaged with some or all of the other Defendants in
4 a joint enterprise for profit, and bore such other relationships to some or all of the other
5 Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff
6 is informed and believes and thereon alleges that each Defendant acted pursuant to and within the
7 scope of the relationships alleged above, that each Defendant knew or should have known about,
8 and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
9 Defendants.

10 **ALLEGATIONS COMMON TO THE CAUSE OF ACTION**

11 17. Plaintiff Luis Murillo is a California resident who worked for Defendants in the
12 County of Los Angeles, State of California, as a driver from approximately October 2019 to July
13 2020. During the statutory period, Defendants classified Plaintiff as non-exempt from
14 California's overtime requirements, and paid Plaintiff an hourly wage. During the statutory
15 period, Plaintiff typically worked 5 days each workweek, and typically in excess of 8 hours each
16 workday.

17 18. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
18 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
19 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
20 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
21 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
22 accurate wage statements to Plaintiff.

23 19. Throughout the statutory period, Plaintiff and the Aggrieved Employees did not
24 receive all overtime compensation despite working in excess of 8 hours per day and in excess of
25 40 hours per week. Further, Plaintiff and the Aggrieved Employees were required to work off-
26 the-clock, whereby Aggrieved Employees were required to work after clocking out. Plaintiff and
27 the Aggrieved Employees used their personal cellular phones to contact their managers to inform
28 them as to when they would complete this off-the-clock work, but that time was not

1 compensated. Additionally, Plaintiff and the Aggrieved Employees were often required to work
2 during their meal periods, making urgent deliveries while off-the-clock. This time was not
3 compensated, some of which should have been paid as overtime compensation.

4 20. Throughout the statutory period, Defendants have wrongfully failed to provide
5 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants
6 sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of
7 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-
8 free meal period for every five hours of work, or without compensating Plaintiff and the
9 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
10 work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the
11 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,
12 for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants'
13 policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in
14 compliance with California law.

15 21. Throughout the statutory period, Defendants have wrongfully failed to authorize and
16 permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
17 Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work
18 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
19 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
20 major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees
21 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
22 Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants
23 did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and
24 the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
25 timing of rest periods. Defendants also did not have adequate policies or practices to verify
26 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
27 Defendants did not maintain accurate records of employee work periods, and therefore
28 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods

1 during the middle of each work period. Accordingly, Defendants' policy and practice was to not
2 authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance
3 with California law.

4 22. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
5 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
6 Defendants without reimbursement. For example, Plaintiff and the Aggrieved Employees were
7 required to use their own personal cellular telephones during their employment, including to text
8 their managers. Plaintiff and the Aggrieved Employees were also required to use their own
9 vehicles for deliveries assigned after 5:00 p.m. without reimbursement, and they were not paid
10 mileage or gas.

11 23. Throughout the statutory period, Defendants willfully failed and refused to timely pay
12 Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for all
13 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.

14 24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
15 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
16 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
17 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
18 provided in accordance with California law, correct wages for rest periods that were not
19 authorized and permitted to take in accordance with California law, and Defendant's address).
20 As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
21 Employees suffered injury because, among other things:

- 22 (a) the violations led them to believe that they were not entitled to be paid
23 minimum wages, overtime wages, meal period premium wages, and rest
24 period premium wages to which they were entitled, even though they were
25 entitled;
- 26 (b) the violations led them to believe that they had been paid the minimum,
27 overtime, meal period premium, and rest period premium wages, even
28 though they had not been;

- 1 (c) the violations led them to believe they were not entitled to be paid
2 minimum, overtime, meal period premium, and rest period premium wages
3 at the correct California rate even though they were;
- 4 (d) the violations led them to believe they had been paid minimum, overtime,
5 meal period premium, and rest period premium wages at the correct
6 California rate even though they had not been;
- 7 (e) the violations hindered them from determining the amounts of minimum,
8 overtime, meal period premium, and rest period premium owed to them;
- 9 (f) in connection with their employment before and during this action, and in
10 connection with prosecuting this action, the violations caused them to have
11 to perform mathematical computations to determine the amounts of wages
12 owed to them, computations they would not have to make if the wage
13 statements contained the required accurate information;
- 14 (g) by understating the wages truly due them, the violations caused them to
15 lose entitlement and/or accrual of the full amount of Social Security,
16 disability, unemployment, and other governmental benefits;
- 17 (h) the wage statements inaccurately understated the wages, hours, and wages
18 rates to which Plaintiff and the Aggrieved Employees were entitled, and
19 Plaintiff and the Aggrieved Employees were paid less than the wages and
20 wage rates to which they were entitled.

21 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
22 Labor Code § 226.3, including actual damages.

23 **FIRST CAUSE OF ACTION**

24 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
25 **2004, Cal. Lab. Code § 2698 et seq.)**

26 25. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1
27 through 24 in this First Amended Complaint.

28 26. At all times herein mentioned, Defendants were subject to the Labor Code of the State

1 of California and the applicable Industrial Welfare Commission Orders.

2 27. California Labor Code § 2699(a) specifically provides for a private right of action to
3 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
4 any provision of this code that provides for a civil penalty to be assessed and collected by the
5 Labor and Workforce Development Agency or any of its departments, divisions,
6 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
7 be recovered through a civil action brought by an aggrieved employee on behalf of herself or
8 herself and other current or former employees pursuant to the procedures specified in Section
9 2699.3.”

10 28. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code
11 § 2699.3. On November 3, 2020 and January 14, 2021, Plaintiff gave written notices by online
12 filing to the Labor and Workforce Development Agency and by certified mail to Defendants of
13 the specific provisions of the Labor Code that Defendants have violated against Plaintiff and
14 current and former aggrieved employees, including the facts and theories to support the
15 violations. At the time of this filing, 65 days has elapsed since Plaintiff provided these notices,
16 but the Labor and Workforce Development Agency has not indicated that it intends to investigate
17 Defendants’ Labor Code violations discussed in the notices. Accordingly, Plaintiff may
18 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
19 the violations of the Labor Code described in this First Amended Complaint. These penalties
20 include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1197.1,
21 and 2699(f)(2).

22 29. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
23 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
24 employing labor who willfully fails to maintain accurate and complete records required by
25 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
26 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
27 begins and ends each work period. Meal periods, and total hours worked daily shall also be
28 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall

1 keep total hours worked in the payroll period and applicable rates of pay.

2 30. During the time period of employment for Plaintiff and the Aggrieved Employees,
3 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
4 maintain accurate records showing meal periods, and accurate records showing when employees
5 begin and end each work period. Defendants' failure to provide and maintain records required by
6 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
7 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
8 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
9 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
10 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
11 Employees have suffered and continue to suffer, substantial losses related to the use and
12 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
13 to compel Defendants to fully perform its obligation under state law, all to their respective
14 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
15 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
16 Employees have also suffered an injury in that they were prevented from knowing,
17 understanding, and disputing the wage payments paid to them.

18 31. Based on the conduct described in this First Amended Complaint, Plaintiff is entitled
19 to an award of civil penalties on behalf of himself, the State of California, and similarly
20 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in
21 an amount to be shown according to proof at trial. These penalties are in addition to all other
22 remedies permitted by law.

23 32. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
24 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
25 shall be entitled to an award of reasonable attorney's fees and costs."

26 **PRAYER FOR RELIEF**

27 Plaintiff, on behalf of himself, the State of California, and similarly Aggrieved
28 Employees of Defendants, prays for relief and judgment against Defendants, jointly and

severally, as follows:

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, failing to pay final wages at termination, and failing to furnish accurate wage statements;
2. For all civil penalties pursuant to California Labor Code § 2699, et seq.;
3. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;
4. For such other and further relief as the Court may deem equitable and appropriate.

Respectfully submitted,

Dated: April 21, 2021

MOON & YANG, APC

By: 

Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: April 21, 2021

MOON & YANG, APC

By: 

Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
Los Angeles, California 90017. On April 21, 2021, I served the foregoing document described as:

7 **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT**

8 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed
9 as follows:

10 Helena K. Kobrin, Esq.
Timothy Bowles, Esq.
LAW OFFICES OF TIMOTHY BOWLES, P.C.
11 One South Fair Oaks Avenue, Suite 301
Pasadena, California 91105
12 hkobrin@tbowleslaw.com
tbowles@tbowleslaw.com
13 paralegal@tbowleslaw.com
14 (626) 583-6600
(626) 583-6605 (fax)

15 *Attorneys for Defendant Gas Partners, Inc.*

16
17
18 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept
19 electronic service, I caused the documents to be sent to the persons at the electronic service
addresses listed above via third-party cloud service **CASEANYWHERE.**

20
21 X (State) I declare under penalty of perjury under the laws of the State of California
22 that the above is true and correct.

23 Executed on April 21, 2021, at Los Angeles, California.

24
25 Ivette Hernandez
Name

26
27
28 
Signature