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THE SUPERIOR COURT
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CASE NUMBER:

HG21092197

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8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF ALAMEDA

11
12 MARTIN JADAN on behalf of himself, and
all others similarly situated,

13 *Plaintiff,*

14 vs.

15 AIMBRIDGE HOSPITALITY, LLC, a
16 Delaware corporation; EVOLUTION
HOSPITALY, LLC, a California corporation;
17 and DOES 1 through 50, inclusive,

18 *Defendants.*
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Case No. HG21092197

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
8. Penalties Pursuant to Labor Code § 2699, *et seq.*

1 Plaintiff MARTIN JADAN ("Plaintiff"), on behalf of himself, the state of California, the
2 general public, and all others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants AIMBRIDGE HOSPITALITY,
5 LLC, a Delaware corporation; EVOLUTION HOSPITALITY, LLC, a California corporation, and
6 DOES 1 through 50, inclusive (collectively referred to as "Defendants") for alleged violations of the
7 Labor Code, California Industrial Welfare Commission ("IWC") Wage Orders, and Business and
8 Professions Code. As set forth below. Plaintiff alleges that Defendants have

9 (1) failed to provide him and all other similarly situated individuals with meal periods;

10 (2) failed to provide them with rest periods;

11 (3) failed to pay them premium wages for missed meal and/or rest periods;

12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;

14 (5) failed to pay them minimum, overtime, and double-time wages for all hours worked;

15 (6) failed to reimburse them for all necessary business expenses;

16 (7) failed to provide them with accurate written wage statements; and

17 (8) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged Labor Code violations. Plaintiff now brings this class and
19 representative action to recover unpaid wages, restitution, penalties, and related relief on behalf of
20 himself and all others similarly situated.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the monetary
23 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal
24 jurisdiction of the Superior Court of the State of California.

25 3. Venue is proper in the County of Alameda pursuant to Code of Civil Procedure 28
26 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
27 that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
28 offices, transacts business and/or has an agent therein.

4. Plaintiff is informed and believes, and thereupon alleges that the individual claims of the class defined below are under the \$75,000 threshold for federal diversity jurisdiction and the aggregate claim is under the \$5,000,000 threshold for federal jurisdiction under the Class Action Fairness Act of 2005. Further, there is no federal question at issue as the issues herein are based solely on California law. Further, Defendant is a California corporation and Plaintiff is a California resident, therefore there is no diversity of citizenship of the parties.

PARTIES

5. Plaintiff MARTIN JADAN is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant AIMBRIDGE HOSPITALITY, LLC, is, and at all relevant times mentioned herein, a Delaware corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant EVOLUTION HOSPITALITY, LLC, is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other

1 defendants.

2 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
3 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert
4 and conspired with one another, and aided and abetted one another to accomplish the occurrences,
5 acts and omissions alleged herein.

6 **CLASS ALLEGATIONS**

7 11. This action has been brought and may be maintained as a class action pursuant to
8 Code of Civil Procedure section 382 because there is a well-defined community of interest among
9 the persons who comprise the readily ascertainable classes defined below and because Plaintiff is
10 unaware of any difficulties likely to be encountered in managing this case as a class action.

11 12. **Relevant Time Period:** The relevant time period is defined as the time period
12 beginning four years prior to the filing of this action until judgment is entered.

13 **Hourly Employee Class:** All persons employed by Defendants and/or any staffing agencies
14 and/or any other third parties in hourly or non-exempt positions in California during the
15 **Relevant Time Period.**

16 **Meal Period Sub-Class:** All Hourly Employee Class members who worked in a
17 shift in excess of five hours during the Relevant Time Period.

18 **Rest Period Sub-Class:** All Hourly Employee Class members who worked a shift
19 of at least three and one-half (3.5) hours during the Relevant Time Period.

20 **Waiting Time Penalties Sub-Class:** All Hourly Employee Class members who
21 separated from their employment with Defendants during the period beginning three
22 years before the filing of this action and ending when final judgment is entered.

23 **Wage Statement Class:** All employed by Defendants and/or any staffing agencies and/or
24 any other third parties in hourly or non-exempt positions in California during the period
25 beginning one year before the filing of this action and ending when final judgment is entered

26 **Expense Reimbursement Class:** All persons employed by Defendants in California who
27 incurred business expenses during the Relevant Time Period.

28 **UCL Class:** All Hourly Employee Class and Expense Reimbursement Class members
during the Relevant Time Period.

13. **Reservation of Rights:** Pursuant to Rule of Court 3. 765(b), Plaintiff reserves the

1 right to amend or modify the class definitions with greater specificity, by further division into sub
2 classes and/or by limitation to particular issues.

3 14. **Numerosity:** The class members are so numerous that the individual joinder of each
4 individual class member is impractical. While Plaintiff does not currently know the exact number of
5 class members. Plaintiff is informed and believes, and thereupon alleges that the actual number
6 exceeds the minimum required for numerosity under California law.

7 15. **Commonality and Predominance:** Common questions of law and fact exist as to all
8 class members and predominate over any questions which affect only individual class members.
9 These common questions include, but are not limited to:

- 10 A. Whether Defendants maintained a policy or practice of failing to provide
11 employees with their meal periods;
- 12 B. Whether Defendants maintained a policy or practice of failing to provide
13 employees with their rest periods;
- 14 C. Whether Defendants failed to pay premium wages to class members when they
15 have not been provided with required meal and/or rest periods;
- 16 D. Whether Defendants failed to pay minimum, overtime, and/or double-time
17 wages to class members as a result of policies that fail to provide meal periods
18 in accordance with California law;
- 19 E. Whether Defendants failed to reimburse class members for all necessary
20 business expenses incurred during the discharge of their duties;
- 21 F. Whether Defendants failed to provide class members with accurate written wage
22 statements as a result of providing them with written wage statements with
23 inaccurate entries for, among other things, amounts of gross and net wages, and
24 total hours worked;
- 25 G. Whether Defendants applied policies or practices that result in late and/or
26 incomplete final wage payments;
- 27 H. Whether Defendants are liable to class members for waiting time penalties under
28 Labor Code section 203;

I. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

16. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

19. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS

20. Plaintiff worked for Defendants as a non-exempt, hourly employee.

21. Plaintiff and the putative class members were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift

1 with not enough workers; (3) imposing so much work on each employee such that it made it unlikely
2 that an employee would be able to take their breaks if they wanted to finish their work on time; and
3 (4) no formal written meal and rest period policy that encouraged employees to take their meal and
4 rest periods, or that properly informed Plaintiff and putative class members of their meal and rest
5 period rights.

6 22. During their employment with Defendants, Plaintiff and putative class members
7 regularly worked shifts in excess of 5 and 6 hours per day, without being afforded the opportunity to take
8 uninterrupted meal breaks, of at least 30 minutes, during the first five hours as required by California
9 law. Specifically, due to overcrowding and limited time clock availability, Plaintiff and putative class
10 members were required to wait in long lines in order to clock out for their meal periods.

11 23. Additionally, Plaintiff and putative class members were required to spend portions of
12 their unpaid meal periods waiting again in long lines to clock back in from their meal periods. The
13 time spent waiting in line denied Plaintiff and putative class members the opportunity to get a full,
14 30-minute, uninterrupted meal period, to which they were entitled. Furthermore, Plaintiff and
15 putative class members were required to work through their meal periods which they were
16 systemically denied.

17 24. What meal periods Plaintiff and putative class members were able to take were often
18 less than 30 minutes, interrupted by work, and taken after the completion of their fifth and tenth hour
19 of work, if at all. Moreover, Defendants failed to properly track and record Plaintiffs and putative
20 class members' meal periods, as required by California law.

21 25. Additionally, what meal periods Plaintiff and putative class members were able to
22 take were consistently interrupted by work, substantially shortening the amount of time they had
23 available for their meal periods, and were taken after the completion of their fifth hour of work.

24 26. As a result of Defendants' common defective policies and practices, Plaintiff and the
25 putative class were regularly not provided with uninterrupted meal periods of at least thirty (30)
26 minutes for each five (5) hours worked due to complying with Defendants' productivity requirements
27 that required Plaintiff and the putative class to work through their meal periods in order to complete
28 their assignments on time.

1 27. Plaintiff and the putative class members were not provided with rest periods of at
2 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
3 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
4 understaffing each work shift with not enough workers; (3) imposing so much work on each
5 employee such that it made it unlikely that an employee would be able to take their breaks if they
6 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
7 encouraged employees to take their meal and rest periods, or that properly informed Plaintiff and
8 putative class members of their meal and rest periods rights under California law.

9 28. As a result of Defendants' common and defective policies and practices, Plaintiff and
10 the putative class were regularly not provided with uninterrupted rest periods of at least ten (10)
11 minutes for each four (4) hours worked due to complying with Defendants' productivity
12 requirements that required Plaintiff and the putative class to work through their rest periods, or
13 during their rest periods, in violation of California law.

14 29. Defendants had a common policy and practice of requiring Plaintiff and putative class
15 members to perform work, off the clock, from which they were denied wages. As mentioned above,
16 Plaintiff and putative class members were required to spend portions of their unpaid meal periods
17 waiting again in long lines to clock back in from their meal periods. Additionally, Plaintiff and
18 putative class members' unpaid meal periods were consistently interrupted with work related tasks.
19 Also, Defendants had a common policy of requiring Plaintiff and putative class members to work
20 pre-shift and post shift hours, off the clock, again for which they were never paid wages. All the
21 uncompensated time discussed herein caused Plaintiff and putative class members work in excess of
22 8 hours day, and/or 40 hours a week, entitling them to overtime wages which they were systemically
23 denied.

24 30. Defendants' implemented a common policy and practice of failing to reimburse Plaintiff
25 and putative class members for expense incurred in executing their duties under Defendants' employ.
26 At all relevant times during the applicable limitations period, Defendants required Plaintiff and the
27 putative class members to incur expenses in executing their work related duties. These expenses
28 included, but were not limited to, the costs of wine keys, corkscrews, matches, lighters, and bottle

1 openers. Additionally, Plaintiff and putative class members were required to use their personal cell
2 phones to communicate with Defendants, the costs for which they were never reimbursed. All the
3 above expenses were incurred by Plaintiff and putative class members in executing their duties under
4 Defendants' employ, and for which they were never reimbursed.

5 31. Plaintiff and the putative class were not provided with accurate wage statements as
6 mandated by law pursuant to Labor Code section 226. The wage statements issued to Plaintiff and
7 putative class members failed to include the "name and address of the legal entity that is the
8 employer" as required by Subsection (8).

9 32. Additionally, Defendants failed to comply with Labor Code section 226(a)(1) as
10 "gross wages earned" were not accurately reflected in that: all hours worked, including overtime,
11 were not included.

12 33. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
13 worked by the employee" were not accurately reflected in that: all hours worked, including overtime,
14 were not included.

15 34. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
16 were not accurately reflected in that: all hours worked, including overtime, were not included.

17 35. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each
19 hourly rate by the employee" were not accurately reflected in that: all hours worked, including
20 overtime, were not included.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PROVIDE MEAL PERIODS**

23 **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

24 **(Plaintiff and Meal Period Sub-Class)**

25 36. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
26 fully alleged herein.

27 37. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
28 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor

1 Code and the applicable Industrial Welfare Commission Wage Order.

2 38. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
3 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
4 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
5 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
6 minutes for each work period of ten hours.

7 39. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
8 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to
9 work during required meal periods and require employers to pay non-exempt employees an hour of
10 premium wages on each workday that the employee is not provided with the required meal period.

11 40. Compensation for missed meal periods constitutes wages within the meaning of
12 Labor Code section 200.

13 41. Labor Code section 1198 makes it unlawful to employ a person under conditions
14 that violate the applicable Wage Order.

15 42. Section 11 of the applicable Wage Order states:

16 "No employer shall employ any person for a work period of more than five (5)
17 hours without a meal period of not less than 30 minutes, except that when a work
18 period of not more than six (6) hours will complete the day's work the meal period
19 may be waived by mutual consent of the employer and employee. Unless the
20 employee is relieved of all duty during a 30 minute meal period, the meal period
21 shall be considered an 'on duty' meal period and counted as time worked. An 'on
22 duty' meal period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written agreement between
the parties an on-the-job paid meal period is agreed to. The written agreement shall
state that the employee may, in writing, revoke the agreement at any time."

23 43. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
24 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
25 members were not subject to valid on-duty meal period agreements with Defendants.

26 44. Plaintiff alleges that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
28

1 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
2 hour work period, as required by Labor Code section 512 ad the applicable Wage Order.

3 45. Plaintiff and the **Meal Period Sub-Class** members were not provided with meal
4 periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of
5 not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift
6 with not enough workers; (3) imposing so much work on each employee such that it made it unlikely
7 that an employee would be able to take their breaks if they wanted to finish their work on time; and (4)
8 no formal written meal and rest period policy that encouraged employees to take their meal and rest
9 periods, or that properly informed Plaintiff and **Meal Period Sub-Class** members of their meal and
10 rest period rights.

11 46. During their employment with Defendants, Plaintiff and **Meal Period Sub-Class**
12 members regularly worked shifts in excess of 5 and 6 hours per day, without being afforded the
13 opportunity to take uninterrupted meal breaks, of at least 30 minutes, during the first five hours as
14 required by California law. Specifically, due to overcrowding and limited time clock availability,
15 Plaintiff and **Meal Period Sub-Class** members were required to wait in long lines in order to clock
16 out for their meal periods. Additionally, Plaintiff and **Meal Period Sub-Class** members were required
17 to spend portions of their unpaid meal periods waiting again in long lines to clock back in from their
18 meal periods. The time spent waiting in line denied Plaintiff and **Meal Period Sub-Class** members
19 the opportunity to get a full, 30-minute, uninterrupted meal period, to which they were entitled.
20 Furthermore, Plaintiff and **Meal Period Sub-Class** members were required to work through their meal
21 periods which they were systemically denied. What meal periods Plaintiff and **Meal Period Sub-Class**
22 members were able to take were often less than 30 minutes, interrupted by work, and taken after the
23 completion of their fifth and tenth hour of work, if at all.

24 47. Moreover, Defendants failed to properly track and record Plaintiff's and **Meal Period**
25 **Sub-Class** members' meal periods, as required by California law.

26 48. Additionally, what meal periods Plaintiff and **Meal Period Sub-Class** members were
27 able to take were consistently interrupted by work, substantially shortening the amount of time they
28 had available for their meal periods, and taken after the completion of their fifth hour of work.

1 49. As a result of Defendants' common defective policies and practices, Plaintiff and the
2 **Meal Period Sub-Class** were regularly not provided with uninterrupted meal periods of at least thirty
3 (30) minutes for each five (5) hours worked due to complying with Defendants' productivity
4 requirements that required Plaintiff and the **Meal Period Sub-Class** to work through their meal
5 periods in order to complete their assignments on time.

6 50. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub**
7 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
8 regular rates of pay when required meal periods were not provided.

9 51. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
10 and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon,
11 and costs of suit.

12 52. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
13 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
14 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PROVIDE REST PERIODS**

17 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

18 **(Plaintiff and Rest Period Sub-Class)**

19 53. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.
21

22 54. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
23 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
24 Code and the applicable Wage Order.

25 55. Section 12 of the applicable Wage Order imposes an affirmative obligation on
26 employers to permit and authorize employees to take required rest periods at a rate of no less than
27 ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be
28 in the middle of each work period insofar as practicable.

1 56. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
2 employers from requiring employees to work during required rest periods and require employers to
3 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on
4 each workday that the employee is not provided with the required rest period(s).

5 57. Compensation for missed rest periods constitutes wages within the meaning of Labor
6 Code section 200.

7 58. Labor Code section 1198 makes it unlawful to employ a person under conditions that
8 violate the Wage Order.

9 59. Plaintiff alleges that, at all relevant times during the applicable limitations period,
10 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
11 with net rest period of at least ten minutes for each four hour work period, or major fraction thereof,
12 as required by the applicable Wage Order.

13 60. Plaintiff and the **Rest Period Sub-Class** members were not provided with rest
14 periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due
15 to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
16 understaffing each work shift with not enough workers; (3) imposing so much work on each
17 employee such that it made it unlikely that an employee would be able to take their breaks if they
18 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
19 encouraged employees to take their meal and rest periods, or that properly informed Plaintiff and
20 **Rest Period Sub-Class** members of their meal and rest periods rights under California law.

21 61. As a result of Defendants' common and defective policies and practices, Plaintiff and
22 the **Rest Period Sub-Class** were regularly not provided with uninterrupted rest periods of at least
23 ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity
24 requirements that required Plaintiff and the **Rest Period Sub-Class** to work through their rest
25 periods, or during their rest periods, in violation of California law.

26 62. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
27 **Class** members additional premium wages when required rest periods were not provided.

28 63. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself

1 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
2 costs of suit.

3 64. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
4 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
5 **Period Sub-Class** members, seek to recover reasonable attorneys' fees.

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

8 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

9 **(Plaintiff and Hourly Employee Class)**

10 65. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 66. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
13 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
14 applicable Wage Order.

15 67. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
16 which an employee is subject to the control of the employer, and includes all the time the employee
17 is suffered or permitted to work, whether or not required to do so."

18 68. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
19 employees at least the minimum wage set forth therein for all hours worked, which consist of all
20 hours that an employer has actual or constructive knowledge that employees are working.

21 69. Labor Code section 1194 invalidates any agreement between an employer and an
22 employee to work for less than the minimum or overtime wage required under the applicable Wage
23 Order.

24 70. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
25 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
26 to the underlying unpaid minimum wages and interest thereon.

27 71. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
28 than the minimum wage required under the applicable Wage Order for all hours worked during a

1 payroll period.

2 72. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
3 person acting either individually or as an officer, agent or employee of another person, to pay an
4 employee, or cause an employee to be paid, less than the applicable minimum wage.

5 73. Labor Code section 1198 makes it unlawful for employers to employ employees
6 under conditions that violate the applicable Wage Order.

7 74. Labor Code section 204 requires employers to pay non-exempt employees their
8 earned wages for the normal work period at least twice during each calendar month on days the
9 employer designates in advance and to pay non-exempt employees their earned wages for labor
10 performed in excess of the normal work period by no later than the next regular payday.

11 75. Labor Code section 223 makes it unlawful for employers to pay their employees
12 lower wages than required by contract or statute while purporting to pay them legal wages.

13 76. Labor Code section 510 and Section 3 of the applicable Wage Order require
14 employees to pay non-exempt employees overtime wages of no less than one and one-half times
15 their respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
16 hours worked in excess of forty hours in one workweek, and/or for the first eight hours worked on
17 the seventh consecutive day of one workweek.

18 77. Labor Code section 510 and Section 3 of the applicable Wage Order also require
19 employers to pay non-exempt employees overtime wages of no less than two times their respective
20 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
21 worked in excess of eight hours on a seventh consecutive workday during the workweek.

22 78. Plaintiff is informed and believes that, at all relevant times. Defendants have applied
23 centrally devised policies and practices to him and Hourly Employee Class members with respect to
24 working conditions and compensation arrangements.

25 79. At all relevant times. Defendants failed to pay hourly wages to Plaintiff and Hourly
26 **Employee Class** members for all time worked, including but not limited to, overtime hours at
27 statutory and/or agreed rates.

28 80. Defendants had a common policy and practice of requiring Plaintiff and **Hourly**

1 **Employee Class** members to perform work, off the clock, from which they were denied wages. As
2 mentioned above. Plaintiff and **Hourly Employee Class** members were required to spend portions
3 of their unpaid meal periods waiting again in long lines to clock back in from their meal periods.
4 Additionally, Plaintiff and **Hourly Employee Class** members' unpaid meal periods were
5 consistently interrupted with work related tasks. Also, Defendants had a common policy of requiring
6 Plaintiff and **Hourly Employee Class** members to work pre-shift and post shift hours, off the clock,
7 again for which they were never paid wages. All the uncompensated time discussed herein caused
8 Plaintiff and **Hourly Employee Class** members work in excess of 8 hours day, and/or 40 hours a
9 week, entitling them to overtime wages which they were systemically denied.

10 81. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
11 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
12 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY**

15 **(Lab. Code § 2802)**

16 **(Plaintiff and Expense Reimbursement Class)**

17 82. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 83. Labor Code section 2802(a) states:

20 "An employer shall indemnify his or her employee for all necessary expenditures or
21 losses incurred by the employee in direct consequence of the discharge of his or her
22 duties, or of his or her obedience to the directions of the employer, even though
23 unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful."

24 84. At all relevant times during the applicable limitations period, Defendants' implemented
25 a common policy and practice of failing to reimburse Plaintiff and **Expense Reimbursement Class**
26 members for expense incurred in executing their duties under Defendants' employ. At all relevant times
27 during the applicable limitations period, Defendants required Plaintiff and the **Expense**
28

1 **Reimbursement Class** members to incur expenses in executing their work related duties. These
2 expenses included, but were not limited to, the costs of wine keys, corkscrews, matches, lighters, and
3 bottle openers. Additionally, Plaintiff and **Expense Reimbursement Class** members were required to
4 use their personal cell phones to communicate with Defendants, the costs for which they were never
5 reimbursed. All the above expenses were incurred by Plaintiff and **Expense Reimbursement Class**
6 members in executing their duties under Defendants' employ, and for which they were never
7 reimbursed.

8 85. Plaintiff is informed and believes, and thereupon alleges that the reimbursement paid
9 by Defendants was insufficient to indemnify Plaintiff and **Expense Reimbursement Class** members
10 for all necessary expenses incurred in the discharge of their duties.

11 86. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
12 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
13 necessary business expenses incurred in the discharge of their duties.

14 87. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
15 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
16 Complaint and until the date of entry of judgment.

17 88. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seek
18 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
19 pursuant to Code of Civil Procedure section 1021.5.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

22 **(Lab. Code § 226)**

23 **(Plaintiff and Wage Statement Penalties Sub-Class)**

24 89. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 90. Labor Code section 226(a) states:

27 "An employer, semimonthly or at the time of each payment of wages, shall furnish to
28 his or her employee, either as a detachable part of the check, draft, or voucher paying

1 the employee's wages, or separately if wages are paid by personal check or cash, an
2 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
3 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
4 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
5 basis, (4) all deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of his or her social security number or an
9 employee identification number other than a social security number, (8) the name and
10 address of the legal entity that is the employer and, if the employer is a farm labor
11 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
12 legal entity that secured the services of the employer, and (9) all applicable hourly rates
13 in effect during the pay period and the corresponding number of hours worked at each
14 hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
15 services employer as defined in Section 201.3, the rate of pay and the total hours worked
16 for each temporary services assignment. The deductions made from payment of wages
17 shall be recorded in ink or other indelible form, properly dated, showing the month, day,
18 and year, and a copy of the statement and the record of the deductions shall be kept on
19 file by the employer for at least three years at the place of employment or at a central
20 location within the State of California. For purposes of this subdivision, 'copy' includes
21 a duplicate of the itemized statement provided to an employee or a computer-generated
22 record that accurately shows all of the information required by this subdivision."

23
24 91. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
25 "detachable part of the check" provision and the "accurate itemized statement in writing" provision of
26 Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains
27 the right to elect to receive a written paper stub or record and that those who are provided with electronic
28 wage statements retain the ability to easily access the information and convert the electronic statements
into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

92. Plaintiff is informed and believes that, at all relevant times during the applicable
limitations period, Defendants have failed to provide **Wage Statement Class** members with written
wage statements as described above.

93. The wage statements issued to Plaintiff and **Wage Statement Class** members failed
to include the "name and address of the legal entity that is the employer" as required by Subsection
(8).

94. Additionally, Defendants failed to comply with Labor Code section 226(a)(1) as
"gross wages earned" were not accurately reflected in that: all hours worked, including overtime,

1 were not included.

2 95. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
3 worked by the employee" were not accurately reflected in that: all hours worked, including overtime,
4 were not included.

5 96. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
6 were not accurately reflected in that: all hours worked, including overtime, were not included.

7 97. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate by the employee" were not accurately reflected in that: all hours worked, including
10 overtime, were not included.

11 98. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
12 **Statement Class** members with accurate written wage statements were intentional in that
13 Defendants have the ability to provide them with accurate wage statements but have intentionally
14 provided them with written wage statements that Defendants have known do not comply with Labor
15 Code section 226(a).

16 99. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
17 Defendants have violated their legal rights to receive accurate wage statements and have misled
18 them about their actual rates of pay and wages earned. In addition, inaccurate information on their
19 wage statements have prevented immediate challenges to Defendants' unlawful pay practices, has
20 required discovery and mathematical computations to determine the amount of wages owed, has
21 caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to
22 the submission of inaccurate information about wages and deductions to federal and state
23 government agencies.

24 100. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
25 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
26 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
27 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
28

1 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

4 **(Lab. Code §§ 201-203)**

5 **(Plaintiff and Waiting Time Penalties Sub-Class)**

6 101. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
7 herein.

8 102. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
9 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
10 earned and unpaid before termination or resignation.

11 103. At all relevant times, pursuant to Labor Code section 201, employees who have been
12 discharged have been entitled to payment of all final wages immediately upon termination.

13 104. At all relevant times, pursuant to Labor Code section 202, employees who have
14 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
15 payment of all final wages at the time of resignation.

16 105. At all relevant times, pursuant to Labor Code section 202, employees who have
17 resigned after giving less than seventy-two (72) hours notice of resignation have been entitled to
18 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

19 106. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
20 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

21 107. Plaintiff is informed and believes that, at all relevant time during the applicable
22 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
23 members all of their final wages in accordance with the Labor Code.

24 108. Plaintiff is informed and believes that, at all relevant times during the applicable
25 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
26 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
27 sections 201 or 202 by failing to timely pay them all final wages.

28 109. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to

1 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful
2 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
3 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
4 requirements.

5 110. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
6 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
7 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

8 111. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
9 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub**
10 **Class** members, seek awards of reasonable attorneys' fees and costs.

11 SEVENTH CAUSE OF ACTION

12 UNFAIR COMPETITION

13 (Bus. & Prof. Code §§ 17200 *et seq.*)

14 (Plaintiff and UCL Class)

15 112. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 113. Business and Professions Code section 17200 defines "unfair competition" to include
18 any unlawful business practice.

19 114. Business and Professions Code section 17203-17204 allow a person who has lost
20 money or property as a result of unfair competition to bring a class action in accordance with Code
21 of Civil Procedure section 382 to recover money or property that may have been acquired from
22 similarly situated persons by means of unfair competition.

23 115. California law requires employers to pay hourly, non-exempt employees for all hours
24 they are permitted or suffered to work, including hours that the employer knows or reasonable should
25 know that employees have worked.

26 116. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,
27 SECOND, THIRD, and FOURTH causes of action herein.

28 117. Plaintiff lost money or property as a result of the aforementioned unfair competition.

1 118. Defendants have or may have acquired money by means of unfair competition.

2 119. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
3 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216,
4 225, 226.6, 226.7, 354, 408, 553, 1174, 1175, 1198, 1199 and 2802, which make it a misdemeanor
5 to commit the Labor Code violations alleged herein.

6 120. Defendants have committed criminal conduct through their policies and practices of,
7 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-exempt
8 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of
9 five or more hours, by failing to provide non-exempt employees with uninterrupted, duty-free rest
10 Obreaks of at least ten minutes for each work period of four hours, by failing to pay non-exempt
11 employees for all hours worked, and by failing to reimburse them for all expenses.

12 121. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
13 employees and entitled to the full protections of both the Labor Code and the applicable Wage Order.

14 122. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
15 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
16 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
17 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
18 unlawful or fraudulent business practice to seek restitution on her own behalf and on behalf of
19 similarly situated persons in a class action proceeding.

20 123. As a result of Defendants' violations of the Labor Code during the applicable
21 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
22 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

23 124. Plaintiff is informed and believes that other similarly situated persons have been
24 subject to the same unlawful policies or practices of Defendants.

25 125. Due to the unfair and unlawful business practices in violation of the Labor Code,
26 Defendants have gained a competitive advantage over other comparable companies doing business
27 in the State of California that comply with their legal obligations.

28 126. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive

1 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
2 or is considered unlawful under any other state or federal law.

3 127. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
4 request the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants,
5 and each of them, and their agents and employees, from further violations of the Labor Code and
6 applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an order
7 permanently enjoining Defendants, and each of them, and their respective agents and employees, from
8 further violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders.

9 128. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
10 himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
11 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
12 and unfair business practices.

13 129. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
14 and/or the common fund doctrine. Plaintiff and **UCL Class** members are entitled to recover
15 reasonable attorneys' fees in connection with their unfair competition claims.

16 **EIGHTH CAUSE OF ACTION**

17 **CIVIL PENALTIES**

18 **(Lab. Code §§ 2698 *et seq.*)**

19 130. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.

21 131. During the applicable limitations period, Defendants have violated Labor Code
22 sections 201, 202, 203, 204, 210, 223, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, and 1198.

23 132. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
24 herself and other current and former employees, to bring a representative civil action to recover civil
25 penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need not,
26 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

27 133. Plaintiff, a former employee against who Defendants committed one or more of the
28 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee

1 within the meaning of Labor Code section 2699(c).

2 134. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
3 section 2699.3.

4 135. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 223, 226(a),
6 226.7, 227.3, 510, 512, 558, 1194, 1197, 1198, and 2802:

7 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 1174,
8 1194, 1198 and 2802, \$100 for each employee per pay period for each initial
9 violation and \$200 for each employee per pay period for each subsequent
10 violation (penalties set by Labor Code section 2699(f)(2));

11 B. For violations of Labor Code section 203, a penalty in an amount not
12 exceeding thirty days pay as waiting time (penalties set by Labor Code
13 section 256);

14 C. For violations of Labor Code section 204, \$100 for each employee for each
15 initial violation that was neither willful nor intentional, \$200 for each
16 employee, plus 25% of the amount unlawfully withheld from each
17 employee, for each initial violation that was either willful or intentional, and
18 \$200 for each employee, plus 25% of the amount unlawfully withheld from
19 each employee, for each subsequent violation, regardless of whether the
20 subsequent violation was either willful or intentional (penalties set by Labor
21 Code section 210);

22 D. For violations of Labor Code section 223, \$100 for each employee for each
23 initial violation that was neither willful nor intentional, \$200 for each
24 employee, plus 25% of the amount unlawfully withheld from each
25 employee, for each initial violation that was either willful or intentional, and
26 \$200 for each employee, plus 25% of the amount unlawfully withheld from
27 each employee, for each subsequent violation, regardless of whether the
28 subsequent violation was either willful or intentional (penalties set by Labor

Code section 225.5);

- E. For violations of Labor Code section 226(a), if this action is deemed to be an initial citation, \$250 for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, \$1,000 for each employee for each violation (penalties set by Labor Code section 226.3);
- F. For violation of Labor Code sections 510 and 512, \$50 for each employee for each initial pay period for which the employee was underpaid, and \$100 for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code section 558);
- G. For violations of Labor Code section 1197, \$100 for each aggrieved employee for each initial violation of Labor Code section 1197 that was intentional, and \$250 for each aggrieved employee per pay period for each subsequent violation of Labor Code section 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code section 1197.1);
- H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;
- (4) Unpaid wages;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Restitution;

- (8) Declaratory relief;
- (9) Pre-judgement interest;
- (10) Statutory penalties;
- (11) Civil penalties;
- (12) Costs of Suit;
- (13) Reasonable attorneys’ fees; and
- (14) Such other relief as the Court deems just and proper

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other similarly situated, hereby demands a jury trial on all issues so triable

Dated: April 30, 2021



SHAUN SETAREH
DAVID KELEDJIAN
SHANE R. FARLEY
Attorneys for Plaintiff
MARTIN JADAN

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State
3 of California. I am over the age of 18 and not a party to the within action. My business address
4 is 9665 Wilshire Blvd., Suite 430 Beverly Hills, CA 90212

5 On April 30, 2021, I served the foregoing documents described as:

6 **FIRST AMENDED COMPLAINT**

7 in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as
8 follows:

9 Boris Sorsher

bsorsher@fisherphillips.com

10 Nathan Low

nlow@fisherphillips.com

11 Nathalie Larios

nlarios@fisherphillips.com

12 Raymond Duer

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14 Rebecca King

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15 FISHER & PHILLIPS LLP

16 2050 Main Street, Suite 1000

17 Irvine, CA 92614

Counsel for Defendants AIMBRIDGE

18 **HOSPITALITY, LLC and EVOLUTION**

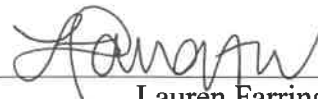
19 **HOSPITALITY, LLC**

20 **[X] ONLY BY ELECTRONIC TRANSMISSION**

21 Only by e-mailing the document(s) to the persons at the e-mail address(es) listed based
22 on notice provided on April 16, 2021 that, during the Coronavirus (COVID-19) pandemic, this
23 office will be working remotely, not able to send physical mail as usual, and is therefore using
24 only electronic mail. No electronic message or other indication that the transmission was
unsuccessful was received within a reasonable time after the transmission.

25 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

26 Executed on April 30, 2021, at Beverly Hills, California.

27 

28 Lauren Farrington