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*Attorneys for Plaintiff, on behalf of the State
of California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

GABRIELA CORNEJO, individually, and on
behalf of the State of California and Aggrieved
Employees,

Plaintiff,

v.

RENAISSANCE VILLAGES, INC.,

Defendant.

Case No.: CVRI2103480

Hon. O.G. Magno
Dept. 7

**FIRST AMENDED COMPLAINT FOR
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, et
seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff Gabriela Cornejo (“Plaintiff” or “Cornejo”), by her attorneys, allege upon information
2 and belief, except for her own acts, which are alleged on knowledge, as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Labor Code Private Attorneys General Act (“PAGA”) enforcement
5 action on behalf of the State of California against Defendant Renaissance Villages, Inc. (“RVI” or
6 “Defendant”).

7 2. RVI is a subsidiary of Continental East Development, Inc. (“Parent”), a real estate
8 operating company that owns senior assisted living and memory care communities. Under Parent, RVI
9 operates the following two senior communities in Riverside County, California: (i) Renaissance
10 Village Rancho Belago, located at 27900 Brodiaea Ave., Moreno Valley, CA 92555; and (ii)
11 Renaissance Village Murrieta, located at 24271 Jackson Ave., Murrieta, CA 92562. Plaintiff is a
12 former employee of RVI who worked as a caregiver.

13 3. RVI has maintained and continues to maintain unlawful policies and practices of failing
14 to properly compensate Plaintiff and other current and former non-exempt hourly employees in the
15 State of California (“Aggrieved Employees”). Throughout the relevant time period, RVI:

- 16 (a) failed to timely pay Plaintiff and Aggrieved Employees for all hours worked;
- 17 (b) failed to pay Plaintiff and Aggrieved Employees minimum wages;
- 18 (c) failed to pay Plaintiff and Aggrieved Employees overtime wages;
- 19 (d) failed to provide compliant meal and rest periods to Plaintiff and Aggrieved
20 Employees, or premium payments in lieu thereof;
- 21 (e) failed to reimburse Plaintiff and Aggrieved Employees for necessary business
22 expenditures;
- 23 (f) failed to timely pay Plaintiff and Aggrieved Employees full wages owed upon
24 termination or resignation;
- 25 (g) failed to maintain accurate and complete payroll records for Plaintiff and
26 Aggrieved Employees; and
- 27 (h) failed to provide Plaintiff and Aggrieved Employees accurate, itemized wage
28 statements.

4. On behalf of the State of California, Plaintiff seeks to recover civil penalties for these violations pursuant to Cal. Lab. Code Sections 2699(a) and (f) of PAGA.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to PAGA. The civil penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. The Court has jurisdiction over Defendant because it is a subsidiary of a California corporation, and Defendant in fact does business and employs workers in the State of California.

8. Venue is proper in this County pursuant Cal. Code Civ. Proc. §§ 395(a) and/or 395.5. Defendant conducts business, has jobsites, and has employed and continues to employ Aggrieved Employees in this County, and as a result, the causes of action asserted arose in whole or in part in this County.

PARTIES

9. Plaintiff Cornejo is an individual over the age of eighteen, and at all times relevant to this Complaint was a resident of the State of California.

10. Defendant RVI is a subsidiary of Parent, a California corporation, with its principal office located at 25467 Medical Center Drive, Murrieta CA 92562.¹ At all relevant times, RVI has conducted business under the laws of California, has had places of business in in this County, and has employed Aggrieved Employees in this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code § 17201. Defendant is also an “employer” as that term is used in the Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

PAGA ALLEGATIONS

11. At all times herein set forth, PAGA was applicable to Plaintiff's employment by

¹ <https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=03213279-31544462>

1 Defendant.

2 12. At all times herein set forth, PAGA provides that any provision of law under the
3 California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and
4 Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative,
5 be recovered through a civil action brought by an aggrieved employee on behalf of herself and other
6 current or former employees pursuant to procedures outlined in Cal. Lab. Code section 2699.3.

7 13. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
8 employee,” who is any person that was employed by the alleged violator and against whom one or
9 more of the alleged violations was committed.

10 14. Plaintiff was employed by Defendant and the alleged violation was committed against
11 her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the
12 other Aggrieved Employees are “aggrieved employees” as defined by Cal. Lab. Code section 2699(c)
13 in that they are all current or former employees of Defendant, and one or more of the alleged violations
14 were committed against them.

15 15. Pursuant to Cal. Lab. Code sections 2699.3 and 2699.5, an aggrieved employee,
16 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
17 have been met:

18 (a) The aggrieved employee shall give written notice by online submission
19 (hereinafter “Employee’s Notice”) to the LWDA and by U.S. Certified Mail to the employer of the
20 specific provisions of the Labor Code alleged to have been violated, including the facts and theories
21 to support the alleged violations.

22 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
23 and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation
24 within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the
25 LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the
26 postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action
27 pursuant to Cal. Lab. Code section 2699 to recover civil penalties in addition to any other penalties to
28 which the employee may be entitled.

16. On May 25, 2021, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.²

17. Therefore, Plaintiff has satisfied the administrative prerequisites under Labor Code section 2699.3(a) to recover civil penalties against Defendant for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.³

FACTUAL ALLEGATIONS

18. Parent is a real estate operating company in Murrieta that acquires, develops, and manages senior care communities.⁴

19. Parent through Continental East Fund VII, LLC, opened Renaissance Village Rancho Belago in October 2014. Renaissance Village Rancho Belago is “managed and operated by” Parent’s subsidiary RVI.⁵ Renaissance Village Rancho Belago accommodates approximately 85 residents.⁶ Renaissance Village Rancho Belago “employs more than 65 full-time employees of which many live in Moreno Valley.”⁷ Renaissance Village Rancho Belago is located at 27900 Brodiaea Ave., Moreno Valley, CA 92555.

20. Parent through Continental East Fund VI, LLC, opened Renaissance Village Murrieta in 2017. Renaissance Village Murrieta is “managed and operated by” Parent’s subsidiary RVI.⁸ Renaissance Village Murrieta accommodates approximately 225 residents.⁹ Renaissance Village Murrieta is located at 24271 Jackson Ave., Murrieta, CA 92562.

21. Plaintiff is a former employee of Defendant. Plaintiff worked for Defendant from

² <https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002ZYUAE44>

³ *Note:* On January 18, 2022, Plaintiff provided an amended notice to the LWDA adding Parent as an employer. Plaintiff intends to amend her complaint as of right under Labor Code section 2699.3(a)(2)(C) to add Parent as a defendant to this action after the administrative prerequisites have been completed.

⁴ <https://www.continentaleastdevelopment.com/about-us/>

⁵ <https://www.continentaleastdevelopment.com/our-projects/fund-vii/>

⁶ <https://srcarecenter.com/community/renaissance-village/>

⁷ <https://www.continentaleastdevelopment.com/our-projects/fund-vii/>

⁸ <https://www.continentaleastdevelopment.com/our-projects/fund-vi/>

⁹ <https://efamagazine.com/projects/first-look-renaissance-village-murrieta/>

1 August 27, 2019 to May 26, 2020 at the Renaissance Village Rancho Belago location. Plaintiff worked
2 as a caregiver. Plaintiff was compensated at an hourly rate of \$13.00 per hour. Plaintiff worked
3 approximately 40 hours to 65 hours per week.

4 22. Defendant has employed Aggrieved Employees throughout California, including in this
5 County.¹⁰

6 23. Aggrieved Employees were required to follow and abide by common work, time, and
7 pay policies and procedures in the performance of their jobs and duties that were set and/or maintained
8 by Defendant. The policies and practices of Defendant have at all relevant times been similar for
9 Plaintiff and Aggrieved Employees in California.

10 24. At the end of each pay period, Aggrieved Employees received wages from Defendant
11 that were determined by common systems and methods that Defendant selected and controlled.

12 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant engaged
13 in a uniform policy and systematic scheme of wage abuse against their Aggrieved Employees. This
14 scheme involved, *inter alia*, failing to pay Aggrieved Employees for all hours worked, failing to
15 provide full and compliant meal and rest periods (and failing to provide premium pay for short, late,
16 interrupted, and altogether missed meal periods and rest breaks), and failing to provide business
17 reimbursements, in violation of California law.

18 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or
19 should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages,
20 including overtime, double-time, and/or minimum wages, and that Plaintiff and Aggrieved Employees
21 did not receive such wages for all hours worked. As a matter of policy and/or practice, Defendant
22 routinely required Plaintiff and Aggrieved Employees to perform unrecorded and/or uncompensated
23 work.

24 27. Plaintiff and Aggrieved Employees were required to undergo COVID-19 temperature
25 screening and sanitization/protective procedures before clocking in at the beginning of their shifts, or
26 when returning to work after leaving the premises for any reason. Plaintiff and Aggrieved Employees
27

28 ¹⁰ For ease of discussion, the allegations pertaining to Aggrieved Employees are generally made in the
past tense although Aggrieved Employees include both **current** and former employees.

1 spent approximately 4-15 minutes waiting in line and/or undergoing the required screening and
2 sanitization/protective procedures. This time spent waiting for and undergoing such screening and
3 safety procedures was compensable but unpaid.

4 28. Defendant was aware that Plaintiff and Aggrieved Employees were working off-the-
5 clock. Plaintiff and Aggrieved Employees were not provided with minimum wage compensation,
6 overtime, and/or double-time pay for their off-the-clock work. The time spent waiting in line and/or
7 undergoing the required screening and sanitization/protective procedures was unrecorded and
8 uncompensated even though it should have been compensated at minimum wage and/or
9 overtime/double-time rates under California law, giving rise to minimum wage and overtime/double-
10 time violations. Defendant's policy/practice of not compensating employees for all hours worked
11 resulted in Aggrieved Employees performing services for the benefit of Defendant while off the clock.
12 During the relevant period these lost wages add up to a significant amount of money that Defendant
13 has unlawfully withheld from Aggrieved Employees.

14 29. Plaintiff is also informed and believes, and based thereon alleges, that Defendant failed
15 to provide Plaintiff and Aggrieved Employees the required rest and meal periods during the relevant
16 time period as required under the applicable IWC Wage Order and thus they are entitled to any and all
17 applicable penalties. Defendant knew that Plaintiff and Aggrieved Employees were entitled to timely
18 meal and/or rest breaks, during which Plaintiff and Aggrieved Employees were to be relieved of all
19 duties.

20 30. However, Defendant's policies and practices caused Plaintiff and Aggrieved
21 Employees to systematically miss their meal and/or rest breaks. Defendant: (i) failed to provide breaks
22 that relieved Plaintiff and Aggrieved Employees of all duty; (ii) failed to provide breaks that
23 relinquished Defendant's control over the activities of Plaintiff and Aggrieved Employees; (iii) failed
24 to provide Plaintiff and Aggrieved Employees a reasonable opportunity to take uninterrupted breaks
25 for the full required period; and (iv) impeded and discouraged Plaintiff and Aggrieved Employees
26 from taking timely and compliant breaks.

27 31. Defendant required Plaintiff and Aggrieved Employees to respond immediately to
28 resident requests and requirements, and promptly answer all telephones, paging systems, and

1 communications via walkie-talkies, routinely interrupting Plaintiff's and Aggrieved Employees' meal
2 and/or rest breaks. Defendant knew that its communities were understaffed, resulting in repeated meal
3 and rest break violations. Defendant also failed to provide second meal breaks for Aggrieved
4 Employees that worked more than 10 hours.

5 32. Under the Cal. Lab. Code and applicable IWC Wage Order, Defendant was required to
6 pay premium wages to Plaintiff and Aggrieved Employees for failures to provide compliant meal and
7 rest breaks. Aggrieved Employees were entitled to a payment of one additional hour of pay at their
8 respective rates of pay for each workday that a meal period was not provided, and a second payment
9 of one additional hour of pay at their respective rate of pay for each workday that a rest period was
10 not provided. Defendant did not provide premium wages to Plaintiff and Aggrieved Employees in lieu
11 of missed or non-compliant meal and rest breaks, as due to them under the law.

12 33. In addition, as a matter of policy and/or practice, Defendant failed to provide Plaintiff
13 and Aggrieved Employees reimbursement for all necessary expenditures or losses incurred by Plaintiff
14 and Aggrieved Employees in direct consequence of the discharge of their duties, or of their obedience
15 to the directions of Defendant. Plaintiff is informed and believes, and based thereon alleges, that
16 Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to
17 reimbursement for necessary business-related expenses and costs.

18 34. Defendant systematically required Plaintiff and Aggrieved Employees to incur the
19 costs of washing and maintaining uniforms emblazoned with the "Renaissance Villages" logo. These
20 uniforms remained Defendant's property and were required to be returned at the end of employment.
21 In addition, Plaintiff and Aggrieved Employees were required to use their personal cell phones without
22 reimbursement when necessary to address patient needs. For example, Aggrieved Employees went on
23 weekly outings with residents, requiring Aggrieved Employees to utilize their cell phones to remain
24 in communication with the facility and/or patient family members. Defendant did not reimburse
25 Plaintiff and Aggrieved Employees for the expenses associated with washing and maintaining
26 Defendant's uniforms and the expenses associated with the necessary cell phone usage.

27 35. Defendant's failure to record all hours worked, non-compliant meal and rest periods,
28 and reimbursement for business expenditures resulted in Defendant's failure to provide Plaintiff and

1 Aggrieved Employees with itemized accurate wage statements as required by California law. Plaintiff
2 and Aggrieved Employees received wage statements that did not accurately reflect total gross wages
3 earned and total hours worked, because the wage statements did not reflect all hours worked,
4 overtime/double-time premiums, premium pay for missed meal and rest periods, and reimbursement
5 for business expenditures. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
7 and accurate wage statements in accordance with California law, but, in fact, they did not receive
8 complete and accurate wage statements from Defendant.

9 36. In addition, Defendant's failure to record all hours worked resulted in Defendant's
10 failure to maintain accurate and complete payroll records in accordance with the Labor Code.

11 37. Further, Defendant failed to provide Plaintiff and Aggrieved Employees who are
12 former employees, with full payment of all wages owed upon separation from employment. Plaintiff
13 is informed and believes, and based thereon alleges, that Defendant knew or should have known that
14 Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them upon discharge or
15 resignation, including overtime and minimum wages, and meal and rest period premiums, and they
16 did not, in fact, receive all such wages owed to them at the time of their discharge. Defendant failed
17 to provide Plaintiff and Aggrieved Employees with such owed compensation within the required time
18 period.

19 38. Defendant was aware: that their policies and practices deprived Plaintiff and Aggrieved
20 Employees of substantial pay for all time worked, including at overtime/double-time rates of pay; that
21 Plaintiff and Aggrieved Employees did not receive legally compliant meal and rest periods or premium
22 pay for such non-complaint meal and rest periods; and that Plaintiff and Aggrieved Employees were
23 not reimbursed for business expenditures. Thus, Defendant's denial of wages, including overtime
24 premiums, compliant meal and rest periods, premium pay for non-complaint meal and rest periods,
25 and reimbursement for business expenditures to Plaintiff and Aggrieved Employees was deliberate
26 and willful. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or
27 should have known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant
28 to California law, and that Defendant had the financial ability to pay such compensation, but willfully,

1 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved
2 Employees that they were properly denied wages, all in order to increase Defendant's profits.

3 39. Defendant's unlawful conduct has been widespread, repeated, and consistent as to
4 Aggrieved Employees and throughout Defendant's operations in California. Defendant's conduct was
5 willful, carried out in bad faith, and triggers significant civil penalties in an amount to be determined
6 at trial.

7 **FIRST CAUSE OF ACTION**

8 **Penalties Pursuant to Cal. Lab. Code § 2698, *et seq.***

9 **(On Behalf of the State of California and Aggrieved Employees)**

10 40. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
11 herein.

12 41. PAGA expressly establishes that any provision of the Labor Code which provides for
13 a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions,
14 commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered
15 through a civil action brought by an aggrieved employee on behalf of himself or herself, and other
16 current or former employees.

17 42. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
18 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
19 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

20 43. Plaintiff and Aggrieved Employees are "aggrieved employees" as defined by Cal. Lab.
21 Code section 2699(c) in that they are all current or former employees of Defendant, and one or more
22 of the alleged violations was committed against them.

23 **Failure to Pay Overtime**

24 44. Defendant's failure to pay legally required overtime wages to Plaintiff and Aggrieved
25 Employees violates Cal. Lab. Code §§ 510 and 1198.

26 **Failure to Provide Meal Periods**

27 45. Defendant's failure to provide legally required meal periods to Plaintiff and Aggrieved
28 Employees violates Cal. Lab. Code §§ 226.7 and 512(a), and IWC Wage Order 5-2001, Section 11.

1 **Failure to Provide Rest Periods**

2 46. Defendant's failure to provide legally required rest periods to Plaintiff and Aggrieved
3 Employees violates Cal. Lab. Code § 226.7, and IWC Wage Order 5-2001, Section 12.

4 **Failure to Pay Minimum Wages**

5 47. Defendant's failure to pay legally required minimum wages to Plaintiff and Aggrieved
6 Employees violates Cal. Lab. Code §§ 1194, 1197 and 1197.1, and IWC Wage Order 5-2001, Section
7 4.

8 **Failure to Timely Pay Wages Upon Termination**

9 48. Defendant's failure to timely pay wages to Plaintiff and Aggrieved Employees upon
10 termination violates Cal. Lab. Code §§ 201 and 202.

11 **Failure to Timely Pay Wages During Employment**

12 49. Defendant's failure to timely pay wages to Plaintiff and Aggrieved Employees during
13 employment violates Cal. Lab. Code § 204.

14 **Failure to Provide Complete and Accurate Wage Statements**

15 50. Defendant's failure to provide complete and accurate wage statements to Plaintiff and
16 Aggrieved Employees violates Cal. Lab. Code § 226(a).

17 **Failure to Keep Complete and Accurate Payroll Records**

18 51. Defendant's failure to keep complete and accurate payroll records relating to Plaintiff
19 and Aggrieved Employees in accordance with Cal. Lab. Code § 1174(d) constitutes unlawful and/or
20 unfair activity prohibited by Cal. Lab. Code § 1174(d).

21 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

22 52. Defendant's failure to reimburse Plaintiff and Aggrieved Employees for necessary
23 business-related expenses and costs violates Cal. Lab. Code §§ 2800 and 2802.

24 53. Pursuant to Cal. Lab. Code § 2699, Plaintiff, individually, and on behalf of all
25 Aggrieved Employees, requests and is entitled to recover from Defendant, all penalties pursuant to
26 PAGA against Defendant, including but not limited to:

27 (a) Penalties under Cal. Lab. Code section 2699(a), for "any provision of this code
28 that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development

Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code” in the amount set forth in the provision;

(b) Penalties under Cal. Lab. Code section 2699(f), “[f]or all provisions of this code except those for which a civil penalty is specifically provided,” in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

(c) Penalties under IWC Wage Order 5-2001, Section 20, in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

(d) Penalties under Cal. Lab. Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

(e) Any and all additional penalties and sums as provided by the Cal. Lab. Code and/or other statutes.

54. Pursuant to Cal. Lab. Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

55. Further, Plaintiff is entitled to seek and recover reasonable attorneys’ fees and costs pursuant to Cal. Lab. Code §§ 210, 218.5 and 2699 and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendant has violated the Labor Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under PAGA;
3. For interest as provided by applicable law;

- 1 4. For an award of reasonable attorneys' fees;
2 5. For all costs of suit; and
3 6. For such other and further relief as this Court deems just and proper
4

5 Respectfully Submitted,

6 Date: January 19, 2022

7 

8 Carolyn H. Cottrell
9 Esther L. Bylsma
10 Brian G. Lee
11 Frank A. Perez
12 **SCHNEIDER WALLACE**
13 **COTTRELL KONECKY LLP**

14 Edwin Aiwarzian
15 **LAWYERS FOR JUSTICE, PC**

16 *Attorneys for Plaintiff, on behalf of the State of*
17 *California and Aggrieved Employees*
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to
3 a jury.

4
5 Respectfully Submitted,

6 Date: January 19, 2022

7 

8 Carolyn H. Cottrell

9 Esther L. Bylsma

Brian G. Lee

Frank A. Perez

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

11 Edwin Aiwarzian

LAWYERS FOR JUSTICE, PC

12
13 *Attorneys for Plaintiff, on behalf of the State of*
14 *California and Aggrieved Employees*

1 **PROOF OF SERVICE**

2 I, Eugene Huffman, declare the following:

3 I am over the age of eighteen years and not a party to the within entitled action. I am
4 employed at Schneider Wallace Cottrell Konecky LLP located at 2000 Powell Street, Suite 1400,
5 Emeryville, California 94608.

6 On January 19, 2022, I served the following document(s):

7 **FIRST AMENDED COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE**
8 **ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, et seq.**

9 **DEMAND FOR JURY TRIAL**

10 On the following interested parties:

11 Edwin Aiwarzian
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19 **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an electronic
20 version of the above-referenced document(s) through OneLegal's and/or SWCK's
electronic mail system to the person(s) whose email address(es) are known to me as listed
above.

21 I declare under penalty of perjury under the laws of the State of California and the
22 United States of America that the foregoing is true and correct.

23 Executed on January 19, 2022, in Los Angeles, California.

24
25 
26 Eugene Huffman
27
28