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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARY BETH HUGHES, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

JEFFREY LEE GALITZ, MD, A
PROFESSIONAL MEDICAL
CORPORATION, a California corporation;
DOES 1 through 25,

Defendants.

Case No.: 21STCV30732
*Assigned for all purposes to Hon. Yvette
M. Palazuelos, SSC-9*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Violation of Labor Code §510
(Failure to Pay Overtime)
2. Violation of Labor Code § 226.2
3. Violation of Labor Code §§ 204 and
1197 (failure to pay wages for all
work performed)
4. Violation of Labor Code §§226.7
and 512 (Failure to Provide Meal
and Rest Breaks)
5. Violation of Labor Code § 226(a)
(Inaccurate Wage Statements)
6. Violation of Labor Code §2802
(Failure to Reimburse Expenses)
7. Violation of Business & Professions
Code §§ 17200 *et seq.*
8. Violation of Labor Code §§ 201,
202 (Failure to pay final wages)
9. Recover of Civil Penalties (Cal.
Lab. Code §§ 2698-2699.6

Jury Trial Demanded

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7. Plaintiff is informed and believes and based thereon, alleges that the Defendants were at all times relevant hereto members of, and engaged in, a joint venture,

1 partnership, association or common enterprise, and acting within the course and scope of,
2 and in pursuance of, said joint venture, partnership, association or common enterprise.
3 Furthermore, Plaintiff is informed and believes and based thereon, alleges that at all times
4 relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or
5 acted as agents or employees of each other with respect to, the commission of the acts
6 complained of herein. Defendants are therefore jointly and severally liable for the injuries
7 complained of herein.

8 **CLASS ALLEGATIONS**

9 8. Plaintiff brings this action pursuant to California Code of Civil Procedure
10 Section 382 on behalf of herself and the Class described below.

11 9. The Class is comprised of and defined as: all non-exempt California
12 employees of Defendant who have worked as field clinicians and in similar positions, from
13 the date that is four years prior to the filing of this action through the date of class
14 certification.

15 10. There exists a well-defined community of interest among the Class, and the
16 Class is readily ascertainable.

17 11. The members of the Class are so numerous that joinder of all members in a
18 single action would not be feasible or practical, and the amount of individual damages is not
19 large enough to make individual lawsuits by each class member practical or feasible.

20 12. Plaintiff is informed and believes and based upon such information and belief
21 alleges that there are in excess of 30 members of the Class.

22 13. Plaintiff's claims are typical of the claims of the rest of the Class, and
23 Plaintiff will fairly and adequately represent the interests of the Class.

24 14. Common issues of fact and/or law predominate in this action over any
25 allegedly individual issues. Specifically, the following common questions of fact or law
26 predominate and make this action superior to individual actions:

27 a. whether Plaintiff and the rest of the Class are entitled to recover
28 damages, penalties, injunctive relief or other equitable relief on the grounds that Defendants

1 have used uniform policies and procedures that have, from time to time, violated California
2 labor laws and regulations and caused Plaintiff and the rest of the Class to suffer the same or
3 similar injuries;

4 b. whether Defendants failed to compensate Plaintiff and the rest of the
5 Class for overtime worked, in violation of Labor Code section 510;

6 c. whether Defendants have compensated Plaintiff and the rest of the
7 class for all work at the applicable minimum wage, as required by Labor Code section 1197;

8 d. whether Defendants failed to pay Plaintiff and the rest of the Class at
9 least minimum wage for all nonproductive hours worked, in violation of Labor Code Section
10 226.2;

11 e. whether Defendants failed to pay Plaintiff the rest of the Class at the
12 required rate for time spent on rest breaks, in violation of Labor Code section 226.2;

13 f. whether Defendants failed to provide Plaintiff and the rest of the
14 Class with timely, uninterrupted meal and rest breaks, as required by the Wage Order and
15 Labor Code sections 226.7 and 512;

16 g. whether Defendants failed to pay wage premiums to Plaintiff and the
17 rest of the Class for missed or non-compliant meal and rest breaks, as required by Labor
18 Code section 226.7.

19 h. whether Defendants failed to provide accurate, itemized wage
20 statements, as required by Labor Code Section 226(a);

21 i. whether Defendants failed to provide accurate, itemized wage
22 statements, as required by Labor Code Section 226.2(a)(2);

23 j. whether Defendants failed to compensate Plaintiff and the rest of the
24 Class for all amounts due at the time of discharge, in violation of Labor Code sections 201
25 and 202;

26 k. whether Defendants have failed to properly reimburse Plaintiff and
27 the rest of the Class for expenses incurred in performing their job duties; and
28

1. whether Defendants' practices constitute unfair, fraudulent, or illegal business practices under Business and Professions Code sections 17200 *et seq.*

15. California labor laws under which Plaintiff asserts the following causes of action on behalf of herself and the rest of the Class are broadly remedial in nature. These labor laws serve an important public interest in establishing minimum working conditions and standards in California. They furthermore protect employees from exploitation by employers who may seek to take advantage of their superior economic and bargaining power in setting onerous terms and conditions of employment. The class action mechanism is a particularly efficient and appropriate procedure to redress the injuries alleged herein. If each employee in the Class was required to file an individual action, Defendants would be able to use their superior financial and legal resources to gain an unfair advantage over each individual class member. Moreover, requiring each class member to pursue an individual action would also discourage the assertion of meritorious causes of action by employees who would likely be disinclined to file such individual actions due to a justifiable fear of retaliation and damage to their careers at subsequent employment.

16. In addition, even if feasible, individual actions by each Class member would create a substantial risk of (i) inconsistent or varying adjudications with respect to the claims of each Class member against Defendants, that in turn could establish potentially incompatible standards of conduct for Defendants, and/or (ii) adjudications with respect to individual Class members that would, as a practical matter, be dispositive of the interests of the other Class members. Furthermore, the claims of each individual Class member are not sufficiently large enough to make it economically feasible to bring each Class member's claims on an individual basis.

FIRST CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTION 510

(Against all Defendants)

17. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraph 1- 16, inclusive.

1 18. During the Class period, Labor Code Section 510 applied to Defendants'
2 employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code
3 Section 510 required Defendants to compensate Plaintiff and the Class, who are non-exempt
4 employees, at no less than one and one-half times their regular rate of pay for any hours
5 worked in excess of eight (8) hours in any day and forty (40) hours in any one week.

6 19. Plaintiff and other members of the Class were paid a specified amount for
7 each patient that they visited. They did not receive an hourly wage for overtime or non-
8 overtime hours. While class members regularly worked more than eight hours in a day
9 and/or more than 40 hours in a week, Defendants never paid them the overtime premium
10 wages specified in Labor Code section 510.

11 20. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
12 Defendants unpaid overtime that they incurred within the applicable limitations period until
13 the date that the Class is certified, interest thereon, plus reasonable attorneys' fees and costs.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE SECTION 226.2**

16 (Against all Defendants)

17 21. Plaintiff re-alleges and incorporate herein by this reference each of the
18 allegations set forth in Paragraphs 1- 20, inclusive.

19 22. During the Class period, Labor Code Section 226.2 applied to Defendants'
20 employment of Plaintiff and the rest of the class. At all times relevant hereto, Labor Code
21 Section 226.2 required Defendants to compensate Plaintiff and the Class for all non-
22 productive time at no less than the applicable minimum wage and for all rest breaks at the
23 higher of: (a) an average hourly rate determined by dividing the total compensation for the
24 workweek, exclusive of compensation for rest and recovery periods and any premium
25 compensation for overtime, by the total hours worked during the workweek, exclusive of
26 rest and recovery periods, and (b) the applicable minimum wage.

27 23. Plaintiff and members of the Class were not paid for nonproductive time or
28 rest breaks at the wages required by section 226.2.

24. Accordingly, Plaintiff and the rest of the Class are entitled to recover from Defendants unpaid wages under section 226.2, at any time within the four years prior to the initiation of this action until the date that the Class is certified, plus liquidated damages under Labor Code Section 1194.2, interest thereon, and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES FOR WORK PERFORMED

(Against all Defendants)

25. Plaintiff re-alleges and incorporate herein by this reference each of the allegations set forth in Paragraphs 1-24, inclusive.

26. During the Class period, Labor Code sections 204 and 1197 and the applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code sections 204 and 1197, the applicable IWC Wage Order, and other provisions of California law required Defendants to compensate Plaintiffs and the Class for all hour worked, which included and includes the time that Plaintiff and the Class were and are under Defendants' control.

27. During the Class Period, pursuant to instructions from Defendants, Plaintiffs and Class members were expected to and did perform various tasks for which they were not compensated. Such tasks included, without limitation, participating in meetings, ordering, unpacking and stocking supplies, traveling to and from appointments and reviewing and responding to emails and messages from patients.

28. Accordingly, Plaintiffs and the rest of the Class are entitled to recover from Defendants unpaid wages under California law, including Labor Code sections 204 and 1194, for any time they worked and did not earn agreed upon wages at any time within the four years prior to the initiation of this action until the date that the Class is certified, plus liquidated damages under Labor Code Section 1194.2, interest thereon, together with their reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
FOR VIOLATION OF LABOR CODE SECTIONS 226.7(b) AND 512(a)
AND THE APPLICABLE IWC WAGE ORDER

(Against all Defendants)

29. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-28, inclusive.

30. During the Class period, Labor Code sections 226.7(b) and 512(a) and the applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class.

31. At all times relevant hereto, Labor Code Section 226.7(b) provided that employers such as Defendants could not require employees such as the Class members to work during any meal or rest period mandated by an applicable order of the IWC.

32. At all times relevant hereto, Labor Code Section 512(a) and the applicable IWC Order also required Defendants, every time Plaintiff and the Class worked a period of five (5) or more hours per day, to permit Plaintiff and the Class the opportunity to take a thirty (30) minute uninterrupted meal break during which Plaintiff and the Class were and are free to leave the premises and were and are relieved of all duty.

33. Furthermore, at all times relevant hereto, Labor Code Section 512(a) and the applicable IWC Wage Order provided that employers such as Defendants could not require or permit employees such as Plaintiff or a member of the Class to work a period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes.

34. At all relevant times, the applicable Industrial Welfare Commission Wage Order has provided that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest per four (4) hours or major fraction thereof" unless the total daily work time in less than three and one-half (3 ½) hours.

35. At times during the Class period, Plaintiff and the rest of the Class were required by Defendants to work more than five (5) hours per day before they were given the opportunity to take a thirty (30) minute uninterrupted meal break.

36. Furthermore, at times during the Class period, Plaintiff and the Class were required by Defendants to work more than ten (10) hours per day without receiving a second meal period of not less than thirty (30) minutes.

37. At times during the Class Period, as a result of Defendants' policies and procedures, Defendants failed to provide Plaintiff and the rest of the Class with required rest periods in violation of Labor Code Section 226.7(b) and the applicable IWC Wage Order.

38. During the Class Period, Defendants failed to compensate Plaintiff and the rest of the Class for non-compliant or missed meal and rest periods and thereby violated Labor Code Sections 226.7(c) and the applicable IWC Wage Order.

39. Accordingly, pursuant to Labor Code Section 226.7(c), Plaintiff and the rest of the Class are entitled to recover from Defendants one additional hour of pay at the Class members' regular rate of compensation for each workday during the applicable limitations period that a compliant meal or rest period was not provided, plus their reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTIONS 226(a) AND 226.2(a)(2)

(Against all Defendants)

40. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-39, inclusive.

41. During the Class period, Labor Code Section 226(a) applied to Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code Section 226(a) required that employers such as Defendants furnish to their employees, semi-monthly or at the time of each payment of wages, an accurate itemized statement in writing showing such matters as the name and address of the legal entity that is the employer, gross wages earned, the total hours worked, the net wages earned, all applicable hourly rates, the

1 number of hours worked at each pay rate during the pay period the number of piece-rate
2 units earned and any applicable piece rate.

3 42. During the Class period, Labor Code section 226.2(a)(2) provided that wage
4 statements must also include the total hours of compensable rest and recovery periods, the
5 rate of compensation and the gross wages paid for such periods during the pay period and
6 the total hours of other non-productive time, the rate of compensation and the gross wages
7 paid for that time during the pay period.

8 43. Plaintiff is informed and believes and based thereon, alleges that during the
9 Class Period Defendants knowingly and intentionally failed to provide such accurate
10 itemized wage statements to Plaintiff and the members of the Class. Therefore, Defendants
11 violated Labor Code Section 226(a) and 226.2(a)(2).

12 44. Plaintiff and the rest of the Class suffered injury as a result of Defendants'
13 failure to comply with Labor Code Section 226(a).

14 45. Accordingly, pursuant to Labor Code Section 226(e), Plaintiff and each
15 member of the Class are entitled to recover from Defendants the greater of their actual
16 damages or fifty dollars (\$50) for the initial violation of Labor Code Section 226(a) and one
17 hundred dollars (\$100) for each subsequent violation during the applicable limitations
18 period, up to a maximum of \$4,000 per Class member, plus their reasonable attorneys' fees
19 and costs.

20 46. Further, Plaintiff is entitled to injunctive relief pursuant to Labor Code
21 section 226(h).

22 **SIXTH CAUSE OF ACTION**

23 **FOR VIOLATION OF LABOR CODE SECTION 2802**

24 (Against all Defendants)

25 47. Plaintiff re-alleges and incorporates herein by this reference each of the
26 allegations set forth in Paragraphs 1-46, inclusive.

27 48. During the Class period, Labor Code Section 2802 applied to Defendants'
28 employment of Plaintiff and the rest of the Class and required employers such as Defendants

1 to reimburse their employees for all necessary expenditures or losses incurred by employees
2 in direct consequence of the discharge of their duties.

3 49. Defendants have failed and refused to compensate Plaintiff and the Class for
4 expenses incurred in the course of performing their jobs. Among other things, Defendants
5 have not fully reimbursed Plaintiff and the rest of the Class for the use of their personal
6 vehicles to travel to and from appointments and to perform other required tasks.

7 50. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
8 Defendants these expenses that were unpaid during the applicable limitations period, interest
9 thereon and reasonable attorneys' fees and costs.

10 **SEVENTH CAUSE OF ACTION**

11 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE**

12 **SECTIONS 17200 *ET SEQ.***

13 (Against all Defendants)

14 51. Plaintiff re-alleges and incorporates herein by this reference each of the
15 allegations in Paragraphs 1-50, inclusive.

16 52. During the Class period, Defendants' practices, as alleged herein, have been
17 and continue to be unfair, fraudulent and illegal, and harmful to Plaintiff, the rest of the
18 Class and the general public. Defendants' practices constitute violations of Business and
19 Professions Code Sections 17200 *et seq.* Specifically, a practice that violates any state law
20 or regulation may constitute the basis of an unlawful business practice prohibited by
21 Business and Professions Code Sections 17200 *et seq.*

22 53. Among other things, the following practices of Defendants constitute unfair
23 business practices:

24 a. Defendants' failure to compensate Plaintiff and the Class for their
25 overtime work at the rates required by Labor Code Section 510;

26 b. Defendants' failure to pay Plaintiff and Class members for
27 nonproductive time and for rest breaks taken, as required by Labor Code section 226.2;
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1 c. Defendants' failure to pay Plaintiff and Class members for all hours
2 worked;

3 d. Defendants' failure to pay wage premiums to Plaintiff and Class
4 members for missed or non-compliant meal and rest breaks;

5 e. Defendant's failure to pay sick leave, as required by California Labor
6 Code section 246; and

7 f. Defendants' failure to reimburse Plaintiff and other Class members
8 for expenses incurred in performing their jobs, as required by Labor Code section 2802.

9 54. Plaintiff meets the standing requirements for seeking relief pursuant to
10 Business and Professions Code Section 17203, in that she has suffered an injury in fact and
11 has lost money as a result of Defendants' policies, practices and procedures, as more fully
12 set forth elsewhere in this pleading.

13 55. Accordingly, pursuant to Business and Professions Code Section 17200
14 *et seq.*, Plaintiff and the rest of the Class are entitled to restitution of wages and other
15 property held by Defendants.

16 56. Further, Plaintiff seeks an injunction prohibiting Defendants from continuing
17 to engage in the unlawful behavior alleged herein.

18 **EIGHTH CAUSE OF ACTION**

19 **FOR VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

20 (Against all Defendants)

21 57. Plaintiff re-alleges and incorporates herein by the reference each of the
22 allegations in Paragraphs 1-56, inclusive.

23 58. During the Class period, Labor Code Sections 201 and 202 applied to
24 Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto,
25 Labor Code Section 201 provided that, if an employer such as Defendants discharged an
26 employee such as a member of the Class, the wages earned and unpaid at the time of
27 discharge were due and payable immediately.

59. Furthermore, at all relevant times Labor Code Section 202 provided and provides that, if an employee such as a member of the Class voluntarily leaves his or her employment, the wages earned and unpaid must be paid by the employer within seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to leave, in which case the employee is entitled to receive his or her wages immediately at the time of quitting.

60. Plaintiff and other members of the Class left their positions of employment at Defendants' business during the Class period. However, Defendants willfully did not pay Plaintiff and the Class all of the wages that were due to them within the time required by sections 201 and 202. Defendants therefore violated Labor Code Section 201 and 202.

61. During the Class period, Labor Code Section 203 provided that, if an employer such as Defendants fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days. Accordingly, Plaintiff and the members of the Class who were discharged or who quit during the Class period are entitled to receive their wages for each day they were not paid, at their regular rate of pay, up to a maximum of thirty (30) days, plus interest, costs and reasonable attorneys' fees.

NINTH CAUSE OF ACTION

**RECOVERY OF CIVIL PENALTIES, CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT, CAL. LAB. CODE §§ 2698-2699.6**

(Against all Defendants)

62. Plaintiff re-alleges and incorporates herein by this reference each of the allegations in Paragraphs 1-61, inclusive.

63. Plaintiff brings this cause of action on behalf of the LWDA under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code §§ 2698-2699.5. In pursuing his PAGA claim, Plaintiff represents the same legal right and interest as state labor law enforcement agencies. PAGA permits him to recover civil penalties that otherwise

1 would have been assessed and collected by the LWDA. Plaintiff does not bring his
2 PAGA claim as an individual but as an agent of the LWDA, and as such brings this
3 representative action on behalf of all other current and former employees who were
4 aggrieved within the statutory time periods for the specific violations of the California Labor
5 Code alleged herein.

6 64. Plaintiff has complied with the notice requirements of Labor Code section
7 2699.3. On August 19, 2021, Plaintiff's representative notified the LWDA and Defendants
8 in writing of the Labor Code violations set forth herein. Sixty-five days later, the LWDA
9 had not responded to Plaintiff's notice. Pursuant to section 2699.3(a)(2)(A), Plaintiff was
10 entitled to commence this action, and pursuant to section 2699.3(a)(2)(C) is entitled to
11 amend her pleading to include this claim.

12 65. As alleged herein, Defendants have violated the following sections of the
13 California Labor Code as to those employees classified as field clinicians or similar
14 positions: 201, 202, 204, 226, 226.2, 226.7, 246, 510, 512, 2802.

15 66. In addition, Plaintiff alleges that Defendants have violated Labor Code
16 section 1174(d). Section 1174(d) requires an employer to maintain payroll records "showing
17 the hours worked daily by and the wages paid to, and the number of piece-rate units earned
18 by and any applicable piece-rate paid to" its employees. Defendants have violated this
19 section because it has failed to maintain records of the hours worked by Plaintiff and the
20 other aggrieved employees.

21 67. Accordingly, Defendants are liable for civil penalties as specified in the
22 Labor Code, reasonable attorneys' fees and costs of suit.

23 **PRAYER**

24 WHEREFORE, Plaintiff prays for judgment on behalf of herself and the rest of the
25 Class against all Defendants, as follows:

26 **ON THE FIRST CAUSE OF ACTION**

- 27 1. For underpaid overtime wages, as required by law;
- 28 2. For prejudgment interest; and

3. For reasonable attorneys' fees and costs under Labor Code Section 218.5.

ON THE SECOND CAUSE OF ACTION

1. For unpaid wages, as required by Labor Code section 226.2;

2. For prejudgment interest; and

3. For reasonable attorneys' fees and costs under Labor Code Section 218.5.

ON THE THIRD OF ACTION

1. For wages, as required by law;

2. For prejudgment interest; and

3. For reasonable attorneys' fees and costs under Labor Code Section 218.5.

ON THE FOURTH CAUSE OF ACTION

1. For unpaid wage premiums pursuant to Labor Code section 226.7(c);

2. For prejudgment interest; and

3. For reasonable attorneys' fees under Code of Civil Procedure section 1021.5

and costs.

ON THE FIFTH CAUSE OF ACTION

1. For damages under Labor Code Section 226(e) for the failure to provide accurate wage statements in accordance with Labor Code §226(a);

2. For prejudgment interest;

3. For reasonable attorneys' fees and costs under Labor Code §226(e)(1);

4. For injunctive relief.

ON THE SIXTH CAUSE OF ACTION

1. For recovery of expenses incurred, as required by Labor Code section 2802;

2. For prejudgment interest; and

3. For reasonable attorneys' fees and costs under Labor Code section 2802.

ON THE SEVENTH CAUSE OF ACTION

1. For restitution of all unpaid wages, overtime and other monies withheld from Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful or fraudulent business practices;

- 1 2. For injunctive relief; and
2 3. For reasonable attorneys' fees and costs under Code of Civil Procedure
3 Section 1021.5.

4 **ON THE EIGHTH CAUSE OF ACTION**

- 5 1. For recovery of the daily wages of each class member for up to thirty days;
6 2. For prejudgment interest; and
7 3. For reasonable attorneys' fees and costs under Labor Code section 218.5.

8 **ON THE NINTH CAUSE OF ACTION**

- 9 1. For an award of civil penalties; and
10 2. For reasonable attorneys' fees and costs under Labor Code section
11 2699(g)(1).

12 **ON ALL CAUSES OF ACTION**

- 13 1. For certification of the First through Seventh Causes of Action as a class
14 action;
15 2. For attorneys' fees pursuant to Civil Procedure Section 1021.5, the "common
16 fund" theory, the "substantial benefit" theory and/or any other applicable theory or doctrine;
17 and
18 3. For such further relief as the Court may deem appropriate.

19 DATED: November 1, 2021

GUNDZIK GUNDZIK HEEGER LLP

20
21 By: 

Aaron C. Gundzik
Attorneys for Plaintiff Mary Beth Hughes,
individually and on behalf of all others
similarly situated

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: November 1, 2021

GUNDZIK GUNDZIK HEEGER LLP



By: _____
Aaron C. Gundzik
Attorneys for Plaintiff Mary Beth Hughes,
individually and on behalf of all others
similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On November 1, 2021, I served the following document described as

- **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

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

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on November 1, 2021, at Sherman Oaks, California.



Nicole Salazar

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SERVICE LIST

Lonnie Giamela, Esq. Areen Babajanian, Esq. FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, CA 90071 Telephone: (213) 330-4500 Facsimile: (213) 330-4501 Email: lgiamela@fisherphillips.com ababajanian@fisherphillips.com <i>Attorneys for Jeffrey Lee Galitz, MD, A Professional Medical Corporation</i>	Marshall A. Caskey, Esq. Daniel M. Holzman, Esq. N. Cory Barari, Esq. CASKEY & HOLZMAN 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775 Email: mcaskey@caskeyholzman.com dholzman@caskeyholzman.com nbarari@caskeyholzman.com <i>Attorneys for Mary Beth Hughes, on behalf of himself and other similarly situated</i>
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