

03/03/2025

By: A. Turner Deputy

SHANNON LISS-RIORDAN (SBN 310719)
(sliss@llrlaw.com)

LICHTEN & LISS-RIORDAN, P.C.

729 Boylston Street, Suite 2000

Boston, MA 02116

Telephone: (617) 994-5800

Facsimile: (617) 994-5801

*Attorney for Plaintiff Jon Waldrep
in his capacity as Private Attorney General
Representative*

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

JOHN WALDREP, *in his capacity as Private
Attorney General Representative,*

Plaintiff,

v.

CAMBLY INC.,

Defendant

Case No. 34-2022-003 14360-CU-OE-GDS

FIRST AMENDED COMPLAINT

Action Filed: January 24, 2022

Trial Date: Not Set

Dept.: 68

Judge: Hon. Mark V. Mooney

1 **I. INTRODUCTION**

2 1. This case is brought on behalf of the state of California and other similarly
3 situated aggrieved individuals who have worked as teachers for Cambly Inc. (“Cambly”) in the
4 state of California. Cambly is an online tutoring service, which engages teachers across the state
5 of California to perform online English as a Second Language (“ESL”) classes to students
6 around the world. Cambly is incorporated in Delaware with its headquarters located in San
7 Francisco, California.
8

9 2. As described further below, Cambly has misclassified its teachers including
10 Plaintiff Jon Waldrep. Because of teachers’ misclassification as independent contractors,
11 Cambly has violated numerous provisions of the California Labor Code. Cambly has willfully
12 misclassified teachers as independent contractors in violation of Cal. Lab. Code § 226.8; has
13 failed reimburse tutors for all reasonably necessary expenditures incurred in the discharge of
14 their duties, including but not limited to the cost of their computer, webcam, and internet
15 connection; has failed to ensure that its tutors receive the applicable state minimum wage for all
16 hours worked insofar as Cambly pays 17 cents per minute for its classes, which amounts to a
17 sub-minimum wage of \$10.20 per hour, and it does not compensate tutors for time spent
18 preparing lessons, in violation of Cal. Lab. Code §§ 1197 and 1194; has failed to pay teachers the
19 appropriate overtime premium for all overtime hours worked beyond forty per week or eight
20 hours per day in violation of Cal. Lab. Code §§ 1194, 1198, 510, and 554; has failed to afford
21 teachers meal and rest breaks when tutors teach back to back classes, in violation of §§ 226.7
22 and 512; has failed to provide accurate, itemized wage statements, including failing to provide
23 information about hours worked during each weekly pay period in violation of Cal. Lab. Code §
24 226; and has required teachers to sign illegal contracts in violation of Cal. Lab. Code § 432.5.
25 Plaintiff brings his claims on behalf of himself and all other similarly situated pursuant to
26 California Code of Civil Procedure § 382. Plaintiff also brings his claims pursuant to the Private
27 Attorney General Act (“PAGA”), Cal. Lab. Code § 2699, *et seq.*, on behalf of the state of
28

California and all other similarly situated aggrieved employees who have been misclassified by Cambly in California since November 9, 2020.

II. PARTIES

3. Plaintiff Jon Waldrep is an adult resident of Sacramento, California, where he has worked as an online ESL teacher for Cambly.

4. Defendant Cambly, Inc. (“Cambly”) is a corporation incorporated in Delaware with its headquarters in San Francisco, California.

III. JURISDICTION

5. This Court has jurisdiction over Plaintiff’s PAGA claim pursuant to California Code of Civil Procedure § 410.10.

6. The monetary relief which Plaintiff seeks is in excess of the jurisdictional minimum required by this Court and will be established according to proof at trial.

7. Venue is proper in this Court pursuant to Code of Civ. P. §§ 395 and 395.5 because Plaintiff Jon Waldrep is a resident of Sacramento County in California. Furthermore, Defendant Cambly engages in business activities in and throughout the State of California, including in Sacramento County.

IV. STATEMENT OF FACTS

8. Cambly is an online English as a Second Language (“ESL”) tutoring company incorporated in Delaware, with offices (and teachers) located in California.

9. Cambly employs teachers throughout California to perform online ESL sessions with students in numerous countries, which are taught subject to Cambly’s strict standards, as set forth below.

10. Plaintiff Jon Waldrep has taught for Cambly since approximately March 2020.

11. Cambly classifies its teachers like Mr. Waldrep as “independent contractors,” but under California law they should be classified as employees.

12. Teachers provide a service in the usual course of Cambly's business because Cambly is an online education service that provides ESL classes and practice sessions to its customers, and teachers such as Mr. Waldrep perform that education service. Cambly holds itself out to be an education service, and it generates its revenue primarily from customers paying for the very classes and practice sessions that its teachers perform. Without teachers to carry out these education services, Cambly would not exist.

13. Cambly teachers do not engage in business distinct and independent from Cambly’s business and instead form an integrated part of Cambly’s business model. Moreover, teachers are prohibited from contacting students outside Cambly’s messaging function or arranging to provide teaching services to students outside of Cambly’s system. When teaching through the Cambly platform, they wear the “hat” of Cambly.

14. Cambly also requires its teachers to abide by a litany of policies and rules designed to control the teachers' work performance. Cambly regularly exercises control over teachers' work.

15. Cambly determines the length of teachers' student sessions (which are provided in 15-, 30-, or 60-minute intervals).

16. Cambly determines teachers' pay. For example, Cambly pays teachers on a per minute rate that it determines in its sole discretion. Teachers cannot negotiate the amount that they will be paid and are instead paid according to Cambly's formula.

17. Cambly records every online class taught and manages complaints from their customers by reviewing the recording, deciding whether the class was completed satisfactorily, and notifying the teacher accordingly.

18. Cambly requires that teachers abide by its standards, including avoiding certain topics of conversation, maintaining a neat background which is free of noise and “maintain[ing] a well-groomed and professional appearance while working with students”, with no “sleeveless attire, exposed shoulders, exposed cleavage, [and] sunglasses” permitted.

19. Cambly provides online course materials for tutors to use in their teaching.

20. Cambly tracks tutors' ratings (out of 5) and penalizes tutors with low ratings and tutors who cancel classes during priority hours by freezing their ability to schedule further priority hours.

21. Cambly does not compensate teachers for time preparing for classes (including creating lesson plans and materials) or for time spent scheduling classes, which is time consuming because Cambly's system requires each class to be individually scheduled using its online booking system.

22. Cambly tests every teacher's computer equipment before they are able to begin teaching online sessions, but it does not compensate teachers for necessary business expenses such as the cost of the required internet connection and computer with a webcam (as teachers are prohibited from utilizing tablets or smartphones to conduct online sessions).

23. Cambly does not compensate teachers if a student cancels a class on short notice, and if a student fails to show up for a class, teachers are required to wait for ten minutes and are compensated only for those ten minutes (at a rate of 17 cents/minute), not the balance of the missed teaching session.

24. Cambly sometimes requires that teachers work straight through multiple lessons, without breaks, even if lessons are scheduled back to back. Teachers may be disciplined, for example, for taking water breaks or bathroom breaks during a lesson.

25. Cambly has violated Cal. Lab. Code § 2802, § 226.7, § 226.8, § 1197, § 1194, § 1198, § 510, § 554, § 512, § 432.5 by misclassifying its teachers as independent contractors; failing to reimburse teachers for all reasonably necessary expenditures incurred in the discharge of their duties, including but not limited to the cost of their computer, webcam and internet connection; failing to ensure that its teachers receive the applicable state minimum wage for all hours insofar as Cambly pays 17 cents per minute for its classes, which amounts to a sub-minimum wage of \$10.20 per hour, and failing to compensate tutors for time spent preparing

1 lessons; failing to pay the appropriate overtime premium for all hours worked beyond forty per
2 week or eight per day; failing to afford its tutors meal and rest breaks when tutors teach back to
3 back classes; failing to provide accurate, itemized wage statements, including failing to provide
4 information about hours worked during each weekly pay period; and requiring teachers to sign
5 illegal contracts that purport to require them to acquiesce to their misclassification and to
6 arbitrate all of their claims with the Defendant.
7

8 26. As the California Supreme Court's decision in Dynamex Operations W. v.
9 Superior Court, (2018) 4 Cal. 5th 903, reh'g denied (June 20, 2018) and Assembly Bill 5
10 (codified as Cal. Lab. Code § 2750.3) (subsequently repealed and replaced by A.B. 2257,
11 codified as Cal. Lab. Code § 2775), both make clear, Cambly teachers should be classified as
12 employees, rather than independent contractors, for the purposes of the Labor Code. Under the
13 "ABC" test adopted in Dynamex and codified in AB5, in order to justify classifying its teachers
14 as non-employees, Cambly would have to prove its teachers perform services outside their usual
15 course of business, which it cannot do here. Likewise, Cambly cannot satisfy its burden to prove
16 that teachers have been customarily engaged in an independently established trade, occupation,
17 or business of the same nature as the work they performed for Defendant. Additionally, Cambly
18 cannot satisfy their burden to demonstrate that teachers have been free from Cambly's control
19 and direction, both under that contract and in fact.
20

21 **V. CLASS ALLEGATIONS**

22 27. Plaintiff Jon Waldrep brings this case as a class action pursuant to California
23 Code of Civil Procedure § 382 on behalf of all tutors for Cambly in the state of California who
24 gave at least one ride in California since November 9, 2020.

25 28. Plaintiff and other class members have uniformly been misclassified as
26 independent contractors and have been deprived reimbursement of their necessary business
27 expenditures.
28

29. The members of the class are so numerous that joinder of all class members is impracticable.

30. Common questions of law and fact regarding Cambly’s conduct in classifying tutors as independent contractors, failing to reimburse them for business expenditures, and failing to ensure they are paid at least minimum wage and overtime for all weeks, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether the work performed by class members—providing ESL classes to Cambly’s students—is within Cambly’s usual course of business;
- b. Whether class members are typically engaged in their own businesses or whether they wear the “hat” of Cambly when performing tutoring services;
- c. Whether class members have been required to follow uniform procedures and policies regarding their work for Cambly;
- d. Whether these class members have been required to bear the expenses of their employment, such as expenses for buying and maintaining their equipment, high-speed internet, phone and data plan.

31. Plaintiff Jon Waldrep is a class member who suffered damages as a result of Defendant's conduct and actions alleged herein.

32. Plaintiff's claims are typical of the claims of the class, and the named plaintiff has the same interests as the other members of the class.

33. Plaintiff will fairly and adequately represent and protect the interests of the class. Plaintiff has retained able counsel experienced in class action litigation. The interests of Plaintiff are coincident with, and not antagonistic to, the interests of the other class members.

34. The questions of law and fact common to the members of the class predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

1 35. A class action is superior to other available methods for the fair and efficient
2 adjudication of this controversy because joinder of all class members is impractical. Moreover,
3 since the damages suffered by individual members of the class may be relatively small, the
4 expense and burden of individual litigation makes it practically impossible for the members of
5 the class individually to redress the wrongs done to them. Further, prosecution of this action as a
6 class action will eliminate the possibility of repetitive litigation. There will be no difficulty in the
7 management of this action as a class action.
8

9
10 **VI. PAGA REPRESENTATIVE ACTION ALLEGATIONS**

11 36. Plaintiff alleges that Cambly violated PAGA by willfully misclassifying its
12 teachers as independent contractors in violation of Cal. Lab. Code § 226.8; by failing to
13 reimburse teachers for all reasonably necessary expenditures incurred in the discharge of their
14 duties, including but not limited to the cost of their computer, webcam, and internet connection
15 in violation of Code § 2802; failing to ensure that its teachers receive the applicable state
16 minimum wage for all hours worked insofar as Cambly pays 17 cents per minute for its classes
17 which is the sub-minimum wage rate of \$10.20 per hour, and it does not compensate tutors for
18 time preparing lessons in violation of Cal. Lab. Code §§ 1197 and 1194; failing to pay teachers
19 the appropriate overtime premium for all overtime hours worked beyond forty per week or eight
20 hours per day in violation of Cal. Lab. Code §§ 1194, 1198, 510, and 554; failing to afford
21 teachers meal and rest breaks when teaching back to back classes in violation of §§ 226.7 and
22 512; failing to provide accurate, itemized wage statements, including failing to provide
23 information about hours worked during each weekly pay period in violation of Cal. Lab. Code §
24 226; and requiring teachers to sign illegal contracts in violation of Cal. Lab. Code § 432.5.

25 37. On November 9, 2021, Plaintiff gave written notice of Cambly's violations of the
26 California Labor Code as alleged in this complaint to the Labor and Workforce Development
27

Agency (“LWDA”) via online filing and to Defendant Cambly’s general counsel via certified mail.

38. It has been more than 65 days since the LWDA was notified of the Labor Code violations asserted in this Complaint, and the LWDA has not provided any notice that it will investigate the alleged violations. See Cal. Lab. Code § 2699.3(a)(2)(A).

COUNT I
Expense Reimbursement
Violation of Cal. Lab. Code § 2802

39. Defendant’s conduct, as set forth above, in misclassifying Cambly tutors as independent contractors, and failing to reimburse them for expenses they paid that should have been borne by their employer, constitutes a violation of California Labor Code Section 2802.

40. This claim is brought on behalf of a class of similarly situated individuals who have worked as tutors for Cambly Inc. (“Cambly”) in the state of California and who gave at least one ESL class in California since November 9, 2020.

COUNT II
Minimum Wage
Violation of Cal. Lab. Code §§ 1197, 1194, 1182.12, 1194.2, 1197.1, 1199;
Wage Order 9-2001; San Francisco Minimum Wage Ordinance;
Los Angeles Citywide Minimum Wage Ordinance;
Los Angeles County Minimum Wage Ordinance

41. Defendant’s conduct, as set forth above, in failing to pay its tutors minimum wage for all hours worked as required by California law, violates Cal. Lab. Code §§ 1197 and 1194 (as well as the higher minimum wage rates established by the San Francisco Minimum Wage Ordinance, the Los Angeles Citywide Minimum Wage Ordinance, and the Los Angeles County Minimum Wage Ordinance, for those tutors who worked in those jurisdictions).

1 teachers like Plaintiff meal and rest breaks when they teach back to back classes for more than
2 four hours (without a ten minute break) or for more than five hours (without a thirty minute
3 break), as required by California state law, violates Cal. Lab. Code §§ 226.7 and 512. In
4 addition, Cal. Lab. Code §§ 551 and 552 precludes an employer from causing an employee to
5 work more than six days in seven.

6
7 48. Defendant has failed to provide the requisite duty-free meal and rest periods to
8 Plaintiff and class members as required by California state law. Accordingly, Plaintiff and
9 members of the class are entitled to one hour of pay at their regular rate of pay for each day on
10 which they were not provided with a 10-minute duty-free rest period and one hour of pay at their
11 regular rate of pay for each day on which they were not provided with a 30-minute duty-free
12 meal period, plus interest. Plaintiff and the class are also entitled to civil penalties for days in
13 which they worked more than six days in seven pursuant to Cal. Lab. Code § 558, as well as
14 interest upon unpaid wages or compensation, reasonable attorney's fees, and costs of suit
15 pursuant to Cal. Labor Code §§ 218.5 and 218.6.

16 49. This claim is brought on behalf of a class of similarly situated individuals who
17 have worked as tutors for Cambly Inc. ("Cambly") in the state of California and who gave at
18 least one ESL class in California since November 9, 2020.

19
20 **COUNT VI**
21 **Unlawful Deductions**
22 **Cal. Labor Code §§ 221-224, 225.5, 227**

23 50. Cal. Labor Code §§ 221 and 224 provide that an employer may only lawfully
24 withhold amounts from an employee's wages when (1) required or empowered to do so by state
25 or federal law; (2) when a deduction is expressly authorized in writing by the employee to cover
26 insurance premiums, benefit plan contributions, or other deductions not amounting to a rebate on
27 the employee's wages; or (3) when a deduction to cover health, welfare or pension contributions
28 is expressly authorized by a wage or collective bargaining agreement. Cal. Labor Code § 222.5

1 prohibits an employer from deducting from an employee's pay the cost of employer- or state-
2 required physical or medical examinations, and Cal. Labor Code § 227 makes it illegal for an
3 employer to fail to remit certain withholdings to the proper payee willfully or with an intent to
4 defraud.

5 51. Furthermore, Cal. Labor Code § 223 provides that it is unlawful for an employer
6 to pay a lower wage while purporting to pay the wage designated by statute or contract.

7 52. Defendant's conduct as alleged herein has violated Cal. Labor Code §§ 221-224
8 insofar as Defendant has deducted the costs of equipment and tools necessary for rendering
9 services, as well as costs associated with property damage. In addition to all other remedies
10 afforded by law, Defendants are subject to civil penalties pursuant to Cal. Labor Code § 225.5.

11 53. This claim is brought on behalf of a class of similarly situated individuals who
12 have worked as tutors for Cambly Inc. ("Cambly") in the state of California and who gave at
13 least one ESL class in California since November 9, 2020.
14

15
16 **COUNT VII**
17 **Failure to Pay Wages Due at Termination**
18 **Cal. Labor Code §§ 201-203, 204, 210, 227.3**

19 54. Defendant's actions as set forth herein violate Labor Code § 204, which requires
20 that Defendant pay all wages due upon the termination of any class member who has since
21 stopped working for Cambly, and § 227.3, which requires that Defendant pay the cash value of
22 all vested but unused vacation time upon termination. Certain members of the class have been
23 terminated by Cambly, but Cambly has willfully failed to make immediate payment of the full
24 wages due to these individuals as required under California state law.

25 55. This claim is brought on behalf of a class of similarly situated individuals who
26 have worked as tutors for Cambly Inc. ("Cambly") in the state of California and who gave at
27 least one ESL class in California since November 9, 2020.
28

COUNT VIII
Penalties Pursuant to Labor Code Private Attorneys General Act of 2004
Violation of Cal. Lab. Code § 2698, et seq.

56. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein. Plaintiff is an aggrieved employee as defined by Cal. Lab. Code § 2699(c) as he was employed by Cambly during the applicable statutory period and suffered injury as a result of Cambly's Labor Code violations. Accordingly, Plaintiff seeks to recover on behalf of the State of California, as well as himself and all other current and former aggrieved employees of Cambly who have worked in California, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

57. Cambly teachers are entitled to penalties for Cambly's violations of Cal. Lab. §§ 2802, 1194, 1197, 1198, 432.5, 510, 512, 554, 226(a), 226.7, and 226.8, as set forth by Cal. Lab. Code § 2699(f) and described further below. Plaintiff seeks civil penalties pursuant to PAGA for (1) failure to reimburse teachers for all necessary expenditures incurred in performing their duties, including but not limited to the cost of their computers, webcams and internet connection in violation of Cal. Lab. Code § 2802; and (2) failure to assure that all teachers received the appropriate overtime premium for all overtime hours worked beyond forty per week or eight hours per day in violation of Cal. Lab. Code §§ 1194, 1198, 510, and 554; (3) willfully misclassifying teachers as independent contractors in violation of Cal. Lab. Code § 226.8; (4) failure to ensure that its tutors receive the applicable state minimum wage for all hours worked insofar as Cambly pays 17 cents per minute for its classes, which amounts to a sub-minimum wage of \$10.20 per hour, and failure to compensate tutors for time spent preparing lessons, in violation of Cal. Lab. Code §§ 1197 and 1194; (5) failure to afford teachers meal and rest breaks when tutors teach back to back classes, in violation of §§ 226.7 and 512; (6) failure to provide accurate, itemized wage statements, including failing to provide information about hours worked during each weekly pay period in violation of Cal. Lab. Code § 226; and (7) requiring teachers to sign illegal contracts in violation of Cal. Lab. Code § 432.5. Plaintiff brings his claims pursuant

1 to the Private Attorney General Act (“PAGA”), Cal. Lab. Code § 2699, *et seq.*, on behalf of the
2 state of California and all other similarly situated

3 58. Cal. Lab. Code § 2699(f) provides for civil penalties for violation of all Labor
4 Code provisions for which no civil penalty is specifically provided. There is no specified civil
5 penalty for violations of Cal. Lab. Code §§ 2802 and 432.5. With respect to overtime violations
6 under Labor Code §§ 510, the statute imposes a civil penalty in addition to any other penalty
7 provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each
8 pay period for which the employee was underpaid in addition to an amount sufficient to recover
9 unpaid wages, and one hundred dollars (\$100) for subsequent violations for each underpaid
10 employee for each pay period for which the employee was underpaid in addition to an amount
11 sufficient to recover underpaid wages. With respect to violations of Labor Code § 226(a), Labor
12 Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two
13 hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand
14 dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code § 226(a).
15 With respect to violations of Labor Code § 1174, the statute imposes a civil penalty of five
16 hundred dollars (\$500). With respect to violations of Labor Code § 226.8, Labor Code §
17 226.8(b) imposes a civil penalty of now less than five thousand dollars (\$5,000) and not more
18 than fifteen thousand dollars (\$15,000) for each violation. With respect to the minimum wage
19 violations under Cal. Lab. Code §§ 1197 and 1194, § 1197.1 imposes a civil penalty in addition
20 to any other penalty provided by law of one hundred (\$100) for each underpaid employee for
21 each pay period for which the employee is underpaid in addition to an amount sufficient to
22 recover underpaid wages and liquidated damages, and, for each subsequent violation of Labor
23 Code §§ 1197 and 1194, two hundred and fifty dollars (\$250) for each underpaid employee for
24 each pay period for which the employee is underpaid in addition to an amount sufficient to
25 recover unpaid wages and liquidated damages. With respect to violations of §§ 512, 226.7 (meal
26 and rest breaks), Cal. Labor Code § 558 imposes a penalty of fifty dollars (\$50) per aggrieved
27
28

1 employee per pay period.

2 59. Plaintiff complied with the notice requirement of Cal. Lab. Code §2699.3 and
3 served a written notice to the California Labor & Workforce Development Agency (“LWDA”)
4 through its website’s online filing portal, and on Defendant Cambly via Certified Mail, return
5 receipt requested, on November 9, 2021. It has been more than 65 days since the LWDA was
6 notified of the Labor Code violations asserted in this Complaint, and the LWDA has not
7 provided any notice that it will or will not investigate the alleged violations.
8

9
10 WHEREFORE, Plaintiff requests that this Court enter the following relief:

- 11 a. Declare and find that the Defendant violated Wage Order 9-2001 and Cal. Lab. Code
12 §§ 201, 202, 203, 204, 210, 221-224, 226(a), 226.3, 226.7, 226.8, 353, 432.5, 510,
13 512, 551, 552, 554, 558, 1184.12, 1194, 1194.2, 1197, 1197.1, 1199, 1198, 2802, as
14 well as the San Francisco Minimum Wage Ordinance, the Los Angeles Citywide
15 Minimum Wage Ordinance, and the Los Angeles County Minimum Wage Ordinance;
- 16 b. Certify a class action under Count I through VII and appoint Plaintiff Jon Waldrep
17 and their counsel to represent a class of Cambly tutors in the state of California who
18 provided services in California since November 9, 2020;
- 19 c. Award compensatory damages, including all expenses and wages owed, in an amount
20 according to proof;
- 21 d. Enter Judgment in Plaintiff’s favor on his PAGA claim pursuant to Cal. Lab. Code
22 §2699(c);
- 23 e. Award penalties in an amount according to proof;
- 24 f. Award pre- and post-judgment interest;
- 25 g. Award reasonable attorneys' fees, costs, and expenses;
- 26 h. Public injunctive relief in the form of an order requiring Defendant to comply with
27 the California Labor Code; and
28

1 i. Any other relief to which the Plaintiff may be entitled.
2

3 Respectfully submitted,

4 JON WALDREP, in his capacity as Private
5 Attorney General Representative,

6 By his attorneys,

7
8 

9 Shannon Liss-Riordan, SBN 310719
10 LICHTEN & LISS-RIORDAN, P.C.
11 729 Boylston Street, Suite 2000
12 Boston, MA 02116
13 (617) 994-5800
14 Email: sliss@llrlaw.com

15 Dated: March 3, 2025
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am a citizen of the United States and resident of the State of South Carolina. I am employed in Suffolk County, Commonwealth of Massachusetts. I am over the age of eighteen years and not a party to the within action.

On **March 3, 2025**, I served the foregoing document(s):

FIRST AMENDED COMPLAINT

in the manner checked below, on the following individuals:

For Defendant

JAIME B. LAURENT, SBN 261926
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Flr
Los Angeles, CA 90067
Telephone: 310.553.0308
Facsimile: 310.553.5583
jlaurent@omm.com

SUSAN T. YE, SBN 281497
LITTLER MENDELSON, P.C.
50 West San Fernando Street, 7th Flr
San Jose, CA 95113
Telephone: 408.998.4150
Facsimile: 408.288.5686
sye@littler.com

1 X **(BY ELECTRONIC SERVICE)** By electronically serving a true and correct copy
2 through One Legal or other means to the email address(es) set forth above. I did
3 not receive, within a reasonable time after the transmission, any electronic message
or other indication that the transmission was unsuccessful.

4 Executed on MARCH 3, 2025, at Aiken, South Carolina.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Anna Fortier