

1 **AEGIS LAW FIRM, PC**
2 SAMUEL A. WONG, State Bar No. 217104
3 KASHIF HAQUE, State Bar No. 218672
4 JESSICA L. CAMPBELL, State Bar No. 280626
5 9811 Irvine Center Drive, Suite 100
6 Irvine, California 92618
7 Telephone: (949) 379-6250
8 Facsimile: (949) 379-6251
9
10 Attorneys for Plaintiff Maurice Keys, individually,
11 and on behalf of all others similarly situated.
12
13 [Counsel listed on following page]
14

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**
11

12 MAURICE KEYS and JOSE JUAN
13 NOYOLA, individually and on behalf of all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 USA WASTE OF CALIFORNIA, INC.;
18 STAFFING NETWORK HOLDINGS,
19 L.L.C.; and DOES 3 through 20, inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

Case No. 30-2022-01244825-CU-OE-CXC

Assigned for All Purposes to:
Judge Randall J. Sherman; Dept. CX-105

THIRD AMENDED COMPLAINT FOR:

1. Enforcement of Labor Code § 2698 *et seq.* (“PAGA”)

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 Nicholas J. De Blouw (State Bar #280922)

6 2255 Calle Clara La Jolla, CA 92037

7 Telephone: (858)551-1223

8 Facsimile: (858) 551-1232

9 Website: www.bamlawca.com

10 Attorneys for Plaintiff

11 Jose Juan Noyola

1 Plaintiffs Maurice Keys and Jose Juan Noyola, individually, and on behalf of the State
2 of California and other “aggrieved employees”, allege as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Maurice Keys and Jose Juan Noyola (“Plaintiffs”) bring this putative
5 class action and representative action pursuant to the Private Attorneys General Act of 2004,
6 Cal. Lab. Code. § 2698 *et seq.*, against defendants USA Waste of California, Inc.; Staffing
7 Network Holdings, L.L.C.; and DOES 3 through 20, inclusive (collectively, “Defendants”), on
8 behalf of themselves individually and on behalf of the State of California and other Aggrieved
9 Employees, defined as all non-exempt employees employed by Staffing Network Holdings,
10 LLC who were assigned by Staffing Network Holdings, LLC to work at USA Waste of
11 California, Inc.’s Orange MRF located in Orange, California at any time between March 10,
12 2021, through June 25, 2024.

13 2. Defendants are in the staffing industry and waste management industry.

14 3. Through this action, Plaintiffs allege that Defendants have engaged in a
15 systematic pattern of wage and hour violations under the California Labor Code and Industrial
16 Welfare Commission (“IWC”) Wage Orders.

17 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have
18 increased their profits by violating state wage and hour laws by, among other things:

- 19 (a) failing to pay all wages (including minimum wages and overtime
20 wages);
21 (b) failing to provide lawful meal periods or compensation in lieu thereof;
22 (c) failing to authorize or permit lawful rest breaks or provide compensation
23 in lieu thereof;
24 (d) failing to provide accurate itemized wage statements;
25 (e) failing to pay all wages due upon separation of employment.

26 5. Plaintiffs seek civil penalties against Defendants on behalf of himself, the State
27 of California and Aggrieved Employees for violation of Labor Code §§ 201, 202, 203, 204,
28 210, 221, 226, 226.3, 226.7, 227.3, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,

1 1197, 1197.1, 1198, 2698, *et seq.*, 2802, California Code of Regulations, Title 8, Section
2 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s)..

3
4 **JURISDICTION AND VENUE**

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

9 2. This Court has jurisdiction over all Defendants because, upon information and
10 belief, they are citizens of California, have sufficient minimum contacts in California, or
11 otherwise intentionally avail themselves of the California market so as to render the exercise of
12 jurisdiction over them by the California courts consistent with traditional notions of fair play
13 and substantial justice.

14 3. Venue is proper in this Court because, upon information and belief, Defendants
15 reside, transact business, or have offices in this county, and the acts and omissions alleged
16 herein took place in this county.

17 **THE PARTIES**

18 4. Plaintiffs are residents of California and worked for Defendants in California
19 during the relevant time periods as alleged herein.

20 5. Plaintiffs are informed and believe, and thereon allege that at all times
21 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage
22 Orders as employers, whose employees were and are engaged throughout this county and the
23 State of California.

24 6. Plaintiffs are unaware of the true names or capacities of the defendants sued
25 herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to
26 amend this Complaint and serve such fictitiously named defendants once their names and
27 capacities become known.
28

7. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

8. Plaintiffs are informed and believe, and thereon allege, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiffs and the aggrieved employees.

9. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

10. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

11. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

12. At all relevant times mentioned herein, Defendants employed Plaintiffs and other California residents as non-exempt employees at USA Waste of California, Inc.'s Orange MRF.

13. Defendants employed Plaintiffs as non-exempt employees at USA Waste of California, Inc.'s Orange MRF.

14. Defendants continue to employ non-exempt employees of Staffing Newtork Holdings, LLC at USA Waste of California, Inc.'s Orange MRF.

1 15. Plaintiffs are informed and believe, and thereon allege, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
3 who were knowledgeable about California's wage and hour laws, employment and personnel
4 practices, and the requirements of California law.

5 16. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
6 should have known that Plaintiffs and Aggrieved Employees were entitled to receive wages for
7 all time worked (including minimum wages and overtime wages) and that they were not
8 receiving all wages earned for work that was required to be performed. In violation of the
9 Labor Code and IWC Wage Orders, Plaintiffs and Aggrieved Employees were not paid all
10 wages (including minimum wages and overtime wages) for all hours worked at the correct rate
11 due to rounding time punches in the employer's favor, paying for only scheduled time,
12 requiring employees to don and doff protective equipment off-the-clock, and/or otherwise
13 failing to pay for off-the-clock work, among other issues.

14 17. Defendants required Plaintiffs and other Aggrieved Employees to work from
15 time to time while they were clocked out for what was supposed to be their off duty meal
16 break. Defendants required Plaintiffs and other Aggrieved Employees to work off the clock
17 without paying them for all the time they performed duties while on their meal break,
18 specifically by failing to provide enough labor hours to accomplish all the job tasks that
19 Defendants expected Plaintiffs and other Aggrieved Employees to complete on a daily and/or
20 weekly basis. Further, prior to clocking in for a shift, Plaintiffs and other Aggrieved Employees
21 were required to put on their work uniforms and protective gear. Plaintiffs and other Aggrieved
22 Employees were not paid for their work time putting on their work gear because they were not
23 paid until their scheduled start times. Additionally, Defendants engaged in the practice of
24 requiring Plaintiffs and other Aggrieved Employees to perform work off the clocking that
25 Defendants, as a condition of employment, required these employees to complete mandatory
26 COVID-19 temperature checks prior to clocking into Defendants' timekeeping system for the
27 workday. Plaintiffs and other Aggrieved Employees also worked off the clock with respect to
28 time spent undergoing mandatory drug testing or any other testing and/or examination required

1 as a condition of employment. Further, Plaintiffs and other Aggrieved Employees from time to
2 time were not paid wages for all time worked, including overtime wages, such that in the
3 aggregate employees were underpaid wages as a result of Defendants' pattern and practice of
4 unevenly rounding time worked by its employees.

5 18. Defendants failed to pay reporting time pay to Plaintiffs and other Aggrieved
6 Employees on days Plaintiffs and other Aggrieved Employees reported to work but were
7 furnished with less than half of the usual or scheduled day's work. Defendants failed to pay
8 call back pay to Plaintiffs and other Aggrieved Employees on day Plaintiffs and other
9 Aggrieved Employees were required to report to work a second time in the same workday but
10 were furnished less than two hours of work on the second reporting.

11 19. State law provides that employees must be paid overtime, double time and meal
12 and rest break premium pay at one-and-one-half times or two times their "regular rate of pay."
13 Plaintiffs and other Aggrieved Employees were compensated at an hourly rate plus incentive
14 pay that was tied to specific elements of an employee's performance.

15 20. The second component of Plaintiffs' and other Aggrieved Employees'
16 compensation was Defendants' non-discretionary incentive program that paid Plaintiffs and
17 other Aggrieved Employees incentive wages based on their performance for Defendants. The
18 non-discretionary incentive program provided all employees paid on an hourly basis with
19 incentive compensation when the employees met the various performance goals set by
20 Defendants. However, when calculating the regular rate of pay in order to pay overtime and
21 premiums for meal and rest break violations to Plaintiffs and other Aggrieved Employees,
22 Defendants failed to include the incentive compensation as part of the employees' "regular rate
23 of pay" for purposes of calculating overtime pay and premium pay for meal and rest break
24 violations. Management and supervisors described the incentive program to potential and new
25 employees as part of the compensation package. As a matter of law, the incentive compensation
26 received by Plaintiffs and other Aggrieved Employees must be included in the "regular rate of
27 pay." The failure to do so has resulted in an underpayment of overtime compensation and meal
28

1 and rest break premium pay and sick pay to Plaintiffs and other Aggrieved Employees by
2 Defendants.

3 21. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and Aggrieved Employees were entitled to receive all
5 required meal periods or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved
6 Employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.
7 In violation of the Labor Code and IWC Wage Orders, Plaintiffs and Aggrieved Employees did
8 not receive all meal periods or payment of one (1) additional hour of pay at Plaintiffs' and
9 Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted
10 meal period.

11 22. As a result of their rigorous work schedules, Plaintiffs and other Aggrieved
12 Employees were also from time to time unable to take off duty meal breaks and were not fully
13 relieved of duty for meal periods. Plaintiffs and other Aggrieved Employees were from time to
14 time required to perform work as ordered by Defendants for more than five (5) hours during a
15 shift without receiving an off-duty meal break. Further, Defendants failed to provide Plaintiffs
16 and other Aggrieved Employees with a second off-duty meal period from time to time in which
17 these employees were required by Defendants to work ten (10) hours of work from time to
18 time. Plaintiffs and the other Aggrieved Employees therefore forfeited meal breaks without
19 additional compensation and in accordance with Defendants' corporate policy and practice.

20 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
21 should have known that Plaintiffs and Aggrieved Employees were entitled to receive all rest
22 breaks or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved Employees'
23 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC
24 Wage Orders, Plaintiffs and Aggrieved Employees did not receive all rest breaks or payment of
25 one (1) additional hour of pay at Plaintiffs' and Aggrieved Employees' regular rate of pay
26 when a rest break was missed.

27 24. Plaintiffs and other Aggrieved Employees were also required from time to time
28 to work in excess of four (4) hours without being provided ten (10) minute rest periods.

1 Further, these employees were denied their first rest periods of at least ten (10) minutes for
2 some shifts worked of at least two (2) to four (4) hours from time to time, a first and second
3 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8)
4 hours from time to time, and a first, second and third rest period of at least ten (10) minutes for
5 some shifts worked of ten (10) hours or more from time to time. Plaintiffs and other Aggrieved
6 Employees were also not provided with one hour wages in lieu thereof. As a result of their
7 rigorous work schedules, Plaintiffs and other Aggrieved Employees were from time to time
8 denied their proper rest periods by Defendants and Defendants' managers. Additionally, the
9 applicable California Wage Order requires employers to provide employees with off-duty rest
10 periods, which the California Supreme Court defined as time during which an employee is
11 relieved from all work related duties and free from employer control. In so doing, the Court
12 held that the requirement under California law that employers authorize and permit all
13 employees to take rest period means that employers must relieve employees of all duties and
14 relinquish control over how employees spend their time which includes control over the
15 locations where employees may take their rest period. Employers cannot impose controls that
16 prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here,
17 Defendants' policy restricted Plaintiffs and other Aggrieved Employees from unconstrained
18 walks and was unlawful based on Defendants' rule which stated Plaintiffs and other Aggrieved
19 Employees could not leave the work premises during their rest period.

20 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
21 should have known that Plaintiffs and Aggrieved Employees were entitled to receive itemized
22 wage statements that accurately showed the following information pursuant to the Labor Code:
23 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
24 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
25 deductions, provided that all deductions made on written orders of the employee may be
26 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period
27 for which the employee is paid; (7) the name of the employee and only the last four digits of his
28 or her social security number or an employee identification number other than a social security

1 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
2 hourly rates in effect during the pay period and the corresponding number of hours worked at
3 each hourly rate by the employee. In violation of the Labor Code, Plaintiffs and Aggrieved
4 Employees were not provided with accurate itemized wage statements.

5 26. Cal. Lab. Code § 204 provides that "wages . . . earned by any person in any
6 employment are due and payable twice during each calendar month, on days designated in
7 advance by the employer as the regular paydays." Further, Cal. Lab. Code § 204(d) expressly
8 requires employers to pay employees all wages owed within seven (7) days of the close of the
9 payroll period. Defendants from time to time failed to pay Plaintiffs and other Aggrieved
10 Employees all wages owed to them within seven (7) days of the Close of the payroll period.

11 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
12 should have known that the Waiting Time Subclass was entitled to timely payment of wages
13 due upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass
14 did not receive payment of all wages within permissible time periods.

15 28. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
16 to collect or receive from an employee any part of wages theretofore paid by said employer to
17 said employee." Defendants failed to pay all compensation due to Plaintiffs and other
18 Aggrieved Employees, made unlawful deductions from compensation payable to Plaintiffs and
19 other Aggrieved Employees, failed to disclose all aspects of the deductions from compensation
20 payable to Plaintiffs and other Aggrieved Employees, and thereby failed to pay these
21 employees all wages due at each applicable pay period and upon termination.

22 29. Defendants underpaid sick pay wages to Plaintiffs and other Aggrieved
23 Employees by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code
24 Section 246. Specifically, Plaintiffs and other non-exempt employees earn nondiscretionary
25 remuneration. Rather than pay sick pay at the regular rate of pay, Defendants underpaid sick
26 pay to Plaintiffs and other Aggrieved Employees at their base rates of pay.

27 30. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for non-exempt
28 employees be calculated by dividing the employee's total wages, not including overtime

1 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
2 of employment.

3 31. Defendants violated Cal. Lab. Code Section 246 by failing to pay sick pay at the
4 regular rate of pay. Plaintiffs and other Aggrieved Employees routinely earned non-
5 discretionary incentive wages which increased their regular rate of pay. However, when sick
6 pay was paid, it was paid at the base rate of pay for Plaintiffs and other Aggrieved Employees,
7 as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section
8 246.

9 32. Defendants intentionally and knowingly failed to reimburse and indemnify
10 Plaintiffs and other Aggrieved Employees for required business expenses incurred by Plaintiffs
11 and other Aggrieved Employees in direct consequence of discharging their duties on behalf of
12 Defendants. Under California Labor Code Section 2802, employers are required to indemnify
13 employees for all expenses incurred in the course and scope of their employment. Cal. Lab.
14 Code § 2802 expressly states that "an employer shall indemnify his or her employee for all
15 necessary expenditures or losses incurred by the employee in direct consequence of the
16 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
17 though unlawful, unless the employee, at the time of obeying the directions, believed them to
18 be unlawful."

19 33. In the course of their employment Plaintiffs and other Aggrieved Employees as
20 a business expense, were required by Defendants to use their own personal cellular phones as a
21 result of and. in furtherance of their job duties as employees for Defendants but were not
22 reimbursed or indemnified by Defendants for the cost associated with the use of their personal
23 cellular phones for Defendants' benefit: Specifically, Plaintiffs and other Aggrieved Employees
24 were required by Defendants to use their personal cellular phones to respond to managers while
25 off the clock (which also results in minimum wage and overtime violations) and also download
26 an application so that these employees could complete Defendants' mandatory COVID-19
27 screening questions prior to coming into work each day. As a result, in the course of their
28 employment with Defendants, Plaintiffs and other Aggrieved Employees incurred

1 unreimbursed business expenses which included, but were not limited to, costs related to the
2 use of their personal cellular phones all on behalf of and for the benefit of Defendants.

3 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known they had a duty to compensate Plaintiffs and Aggrieved Employees, and
5 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
6 intentionally failed to do so in order to increase Defendants' profits.

7 35. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief
8 against Defendants on behalf of themselves and all Aggrieved Employees to recover, among
9 other things, attorneys' fees, penalties, costs, and expenses.

10 **FIRST CAUSE OF ACTION**

11 **ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* ("PAGA")**

12 36. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs as
13 though fully set forth herein.

14 37. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
16 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
17 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
18 an aggrieved employee on behalf of himself or herself and other current or former employees
19 pursuant to the procedures specified in Labor Code § 2699.3.

20 38. For all provisions of the Labor Code except those for which a civil penalty is
21 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
22 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
23 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
24 period in which Defendants violated these provisions of the Labor Code.

25 39. Defendants' conduct violates numerous Wage Order and Labor Code sections,
26 including, but not limited to, the following:

- 27 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,
28 1197, and 1198 for failure to timely pay all earned wages (including

1 minimum wage and overtime wages) owed to Plaintiffs and other
2 Aggrieved Employees during employment and upon separation of
3 employment as herein alleged;

4 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
5 periods to Plaintiffs and other Aggrieved Employees and failure to pay
6 premium wages for missed meal periods as herein alleged;

7 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
8 Plaintiffs and other Aggrieved Employees and failure to pay premium
9 wages for missed rest periods as herein alleged;

10 d. violation of Labor Code § 246, et seq., for failure to pay sick pay at the
11 correct rate;

12 e. violation of Labor Code § 226 for failure to provide accurate itemized
13 wage statements to Plaintiffs and other Aggrieved Employees as herein
14 alleged; and

15 f. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
16 accurate and complete records showing, among other things, the hours
17 worked daily by and the wages paid to aggrieved employees.

18 g. violation of Labor Code § 2802 for failure to reimburse and indemnify
19 Plaintiffs and other Aggrieved Employees for required business expenses.

20 h. Violation of California Code of Regulations, Title 8, Section 11070(14)
21 for failure to provide seating.

22 40. Plaintiffs are “aggrieved employees” because they were employed by the alleged
23 violator and had one or more of the violations committed against him, and therefore is properly
24 suited to represent the interests of all other aggrieved employees.

25 41. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3
26 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all
27 other aggrieved employees under PAGA.
28

42. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

43. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiffs, on behalf of themselves, the State of California and Aggrieved Employees,
pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties;

2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et seq.*; and

3. For such other relief as the Court deems just and proper.

Dated: January 14, 2025

AEGIS LAW FIRM, PC

Jessica L. Campbell
Jessica L. Campbell

Jessica L. Campbell

Kristy R. Connolly

Attorneys for Plaintiff Maurice Keys

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On January 14, 2025, I served the foregoing document entitled:

• **THIRD AMENDED COMPLAINT FOR:**

on all the appearing and/or interested parties in this action by delivering ☐ *the original* ☒ *a true copy* thereof on the party(ies) addressed below as follows:

David J. Dow LITTLER MENDELSON, P.C. 501 W. Broadway, Suite 900 San Diego, California 92101-3577 Telephone: 619.232.0441 Fax No.: 619.232.4302 ddow@littler.com <i>Attorney for Defendant:</i> WASTE MANAGEMENT NATIONAL SERVICES INC.	Ronald Z. Gomez (SBN 229708) rgomez@koreyrichardsonlaw.com Jenna M. Macek (SBN 317709) jmacek@koreyrichardsonlaw.com Nicole Oats noates@koreyrichardsonlaw.com KOREY RICHARDSON LLP 811 Wilshire Blvd. 17th Floor Los Angeles, CA 90017 <i>Attorney for Defendant:</i> STAFFING NETWORK HOLDINGS, L.L.C
--	--

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

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

3 Executed on January 14, 2025, at Irvine, California.

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