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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

WILLIAM TRUCHINSKI, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

HOLOGIC, INC., a Delaware Corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 22CV397278

**SECOND AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

(1) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698, *et seq.*)**

1 Plaintiff William Truchinski ("Plaintiff") on behalf of himself, the state of California, and all
2 other similarly aggrieved employees, alleges and complains of defendant Hologic, Inc., and DOES 1
3 to 50 (collectively, "Defendants") and each of them, as follows:

4 **JURISDICTION**

5 1. Plaintiff, on behalf of himself and all others similarly aggrieved employees hereby
6 brings this Complaint for recovery of civil penalties under California Labor Code § 2698 *et. seq.*

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

12 **VENUE**

13 3. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
14 §§ 395(a) and 395.5, Defendants own, maintain offices, transact business, have an agent or agents in
15 Santa Clara within the County of Santa Clara, and/or otherwise are found within the County of Santa
16 Clara, and Defendants are within the jurisdiction of this Court for purposes of service of process.

17 **PARTIES**

18 4. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a
19 California resident residing in the State of California. Defendants employed Plaintiff as a non-exempt
20 employee in Santa Clara, California in the County of Santa Clara.

21 5. Plaintiff is informed and believes and thereon alleges that defendant Hologic, Inc. is a
22 Delaware corporation authorized to and doing business in Santa Clara, California, and is and/or was
23 the legal employer of Plaintiff and aggrieved employees during the applicable statutory periods.

24 6. Plaintiff is informed and believes, and based thereon alleges, that during the one-year
25 preceding Plaintiff giving PAGA Notice to the LWDA and continuing to the present, Defendants did
26 (and continue to do) business in the State of California, County of Santa Clara.

27 7. Plaintiff does not know the true names or capacities, whether individual, partner, or
28 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said

1 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
2 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
3 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
4 corporate, were responsible in some manner for the acts and omissions alleged herein, and
5 proximately caused Plaintiff and aggrieved employees to be subject to the unlawful employment
6 practices alleged herein.

7 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
8 herein, Defendants were and are the employers of Plaintiff and aggrieved employees. At all times
9 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to
10 have been done by the named Defendants; and furthermore, the Defendants, and each of them, were
11 the agents, servants, and employees of each and every one of the other Defendants, as well as the
12 agents of all Defendants, and at all times herein mentioned were acting within the course and scope
13 of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
14 otherwise ratified each and every one of the acts or omissions complained of herein.

15 9. At all times mentioned herein, Defendants, and each of them, were members of and
16 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
17 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
18 alleges that all Defendants were joint employers for all purposes of Plaintiff and aggrieved
19 employees.

20 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

21 10. Plaintiff wishes to bring a representative action on behalf of herself and the State of
22 California as well as on behalf of the following group of “aggrieved employees”: All current and
23 former non-exempt employees who work or worked for Defendant Hologic, Inc. in California from
24 April 22, 2021, through March 13, 2023. (“aggrieved employees”)

25 11. Defendants are manufacturers and providers of medical imaging machines, chiefly
26 mammography machines, as well as providers of maintenance and repair services related to their
27 machines throughout the U.S.A. and California.

28 12. Plaintiff was employed by Defendants as a non-exempt employee out of its Santa Clara,

1 California location. Plaintiff began working as a Field Service Engineer on approximately April 12,
2 2021, until his separation from employment on or about February 18, 2022.

3 13. Plaintiff and other aggrieved employees (including, but not limited to Field Service
4 Engineer, Technicians, Calibration Technicians, Sales Support Specialists, and other non-exempt
5 positions) were responsible for all aspects of Defendants' business across California.

6 14. First, at all relevant times, Defendants have had a consistent practice/policy of unevenly
7 rounding/shaving Plaintiff's and other aggrieved employees' time entries to their scheduled shifts,
8 rather than the actual hours worked, resulting in pre and post shift off-the-clock work. As a result of
9 this practice, Plaintiff and other aggrieved employees are not compensated for all the hours that they
10 work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 225, 510,
11 1194, 1197.1, 1198, 1199, and applicable Wage Orders.

12 15. California courts have consistently held that rounding time policies can be lawful, "if
13 the rounding policy is fair and neutral on its face and 'it is used in such a manner that it will not result,
14 over a period of time, in failure to compensate the employees properly for all the time they have
15 actually worked'" (*See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907; 29 C.F.R.
16 § 785.48; see DLSE Manual, *supra*, §§ 47.1, 47.2.)."

17 16. Here, Defendants' policy/practice is not neutral on its face or in its application as
18 Plaintiff and other aggrieved employees are subject to discipline, including termination for being
19 tardy in reporting to work, or returning from a meal or rest period. Moreover, because Defendants are
20 capable of tracking the time worked by aggrieved employees to the minute, the policy itself exists
21 not for the convenience or benefit of the employees who are trying to accurately report their time, but
22 for Defendants' benefit. As a result, the policy is not neutral on its face, and over a period of time,
23 Plaintiff and other aggrieved employees were not properly paid for all hours worked in violation of
24 Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

25 17. Next, at all relevant times, Plaintiff and other aggrieved employees were not properly
26 paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday and/or
27 forty (40) hours per workweek. While Plaintiff and other aggrieved employees regularly worked
28 overtime hours, they were not compensated at one and one-half times their "regular rate of pay"

1 because Defendants failed to include all forms of compensation, including, but not limited to,
2 incentive pay, non-discretionary bonuses, and other forms of remuneration when calculating the
3 “regular rate of pay” used in payment of overtime wages.

4 18. For example, Plaintiff consistently received “Incentive Pay” and overtime pay in the
5 same pay period, but his overtime rate was not properly calculated.

6 19. Under the California Labor Code (as well as the FLSA), courts have consistently held
7 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
8 determining an employee’s “regular rate of pay” for purposes of calculating overtime. (See *Haber v.*
9 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
10 bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435 F.
11 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under
12 California and federal law on the grounds, that Defendant improperly calculated overtime by
13 excluding annual bonuses paid to employees from the “regular rate of compensation”].)

14 20. Labor Code § 510 requires an employer to compensate an employee who works more
15 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
16 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
17 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
18 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
19 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
20 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
21 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
22 (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek.

23 21. By their policy of requiring Plaintiff and the other aggrieved employees to work in
24 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
25 them at the lawful rate of one-half (1 1/2) their regular rate of pay, Defendants willfully violated the
26 provisions of Labor Code § 510 and the applicable Wage Orders.

27 22. At all relevant times, Defendants failed to fail to timely pay all wages to Plaintiff and
28 the other aggrieved employees in violation of Labor Code § 204. Plaintiff and other aggrieved

1 employees were and are routinely paid on a “weekly, biweekly, or semimonthly” payroll, but
2 Defendants failed to fail to pay all wages within 7 calendar days of the close of the payroll period.

3 23. Labor Code § 204 “pertains to the timing of wage payments” and serves a very
4 important public policy objective. “It has long been recognized that wages are not ordinary debts, . .
5 . and that, because of the economic position of the average worker and, in particular, his dependence
6 on wages for the necessities of life for himself and his family, it is essential to the public welfare that
7 he receive his pay when it is due.” (See also *In re Trombley* (1948) 31 Cal. 2d 801, 810-11 (citing *In*
8 *re Moffett* (1937) 19 Cal.App.2d 7, 19). The penalties for violating Labor Code § 204 are set forth in
9 Labor Code section 210(a) as follows: [E]very person who fails to pay the wages of each employee
10 as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any initial
11 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
12 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
13 each employee, plus 25 percent of the amount unlawfully withheld.

14 24. Due to Defendants’ uniform pay policies/practices of failing to timely pay Plaintiff and
15 the other aggrieved employees, violated the provisions of Labor Code § 204 and the applicable Wage
16 Orders.

17 25. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
18 aggrieved employees are entitled to recover civil penalties pursuant to Labor Code §§ 210(a), and/or
19 2698 *et seq.*

20 26. Moreover, at all relevant times, Defendants failed in its obligation to provide Plaintiff
21 and other aggrieved employees all legally required paid sick days at the legal “regular rate of pay”
22 pursuant to Labor Code §§ 246(a),(b).

23 27. Pursuant to Labor Code § § 246(a),(b), “[a]n employee who, on or after July 1, 2015,
24 works in California for the same employer for 30 or more days within a year from the commencement
25 of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
26 worked, beginning at the commencement of employment.”

27 28. Additionally, Labor Code § 246(l)(1) provides that paid sick time for non-exempt
28 employees must be “calculated in the same manner as the regular rate of pay for the workweek in

1 which the employee uses paid sick time, whether or not the employee actually works overtime in that
2 workweek.”

3 29. Furthermore, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
4 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
5 hours worked in the full pay periods of the prior 90 days of employment.”

6 30. Finally, Labor Code §246(i) requires employers to “provide an employee with written
7 notice that sets forth the amount of paid sick leave available, or paid time off leave an employer
8 provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in
9 Section 226 or in a separate writing provided on the designated pay date with the employee’s payment
10 of wages.”

11 31. Here, at all relevant times, Defendants failed in its obligation to provide Plaintiff and
12 other aggrieved employees the legally required paid sick days at the “regular rate of pay” pursuant to
13 Labor Code §§ 246(a),(b). Instead, Defendants paid sick time at the aggrieved employees’ base rate
14 of pay, rather than the “regular rate of pay” as required by Labor Code §§ 246(l)(1-2).

15 32. Based on the foregoing Labor Code violations, Plaintiff seeks all civil penalties
16 available under Labor Code § 2698 *et seq.* Accordingly, through PAGA and to the extent permitted
17 by law, Plaintiff and other aggrieved employees are entitled to recover penalties for violations of
18 Labor Code § 246 under Labor Code § 2698 *et seq.*

19 33. Moreover, Labor Code section 227.3 provides that whenever a contract of employment
20 or employer policy provides for paid vacations, and an employee is separated without having used
21 his or her vested vacation time, all vested vacation shall be paid as wages at their final rate in
22 accordance with such contract of employment or employer policy respecting eligibility or time.

23 34. At all relevant times, Defendants maintained such a paid vacation policy, yet it failed
24 to pay all vested and unused vacation time to Plaintiff and the aggrieved employees at their respective
25 final rates of pay at their time of separation. As such, Defendants has violated Labor Code § 227.3.

26 35. Accordingly, Plaintiff and the aggrieved employees are entitled to civil and statutory
27 penalties available and applicable under Labor Code § 2698 *et seq.*, and attorneys’ fees and costs
28 pursuant to Labor Code § 2699(g)(1).

1 36. Next, at all relevant times, Plaintiff and other aggrieved employees were denied
2 compliant and timely 30-minute off-duty meal periods as mandated by California law. As a result of
3 Defendants' uniform meal period policies/practices, Plaintiff and other aggrieved employees were
4 often unable to take timely and uninterrupted 30-minute first meal periods before the end of the fifth
5 hour of work. Further, when Plaintiff and other aggrieved employees worked in excess of 10.0 hours
6 in a shift, they were not always allowed and permitted to take a mandated second meal period before
7 the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders.

8 37. Additionally, Plaintiff and other aggrieved employees were not properly paid meal
9 period premiums for missed or non-compliant meal periods at the "regular rate of pay" pursuant to
10 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858.

11 38. Accordingly, due to Defendants' uniform meal period policies/practices, Plaintiff and
12 other aggrieved employees were also regularly denied legally compliant meal periods in violation of
13 Labor Code §§ 226.7, 510, 516, and applicable Wage Orders.

14 39. Next, at all relevant times, Plaintiff and other aggrieved employees were also not
15 provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due
16 to the uniform rest period policies/practices and work demands of Defendants. As a result, Plaintiff
17 and other aggrieved employees were and are routinely unable to take a net 10-minute duty free rest
18 periods for every major fraction of four hours worked. This includes a second rest period for shifts in
19 excess of six hours, and a third rest period for shifts in excess of 10 hours in a workday.

20 40. By not relieving all aggrieved employees of all duties during rest periods, Defendants
21 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
22 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
23 duties and relinquish control over how employees spend their time."]. In *Augustus*, the California
24 Supreme Court expressly rejected the employers' assertion that it could provide an on-duty rest period
25 to employees who worked as security guards and further explained "that employers [must] relinquish
26 any control over how employees spend their break time and relieve their employees of all duties." *Id.*
27 at 273.

1 41. Each time Plaintiff and other aggrieved employees were unable to take a compliant rest
2 period, Defendants failed and continue to fail to adequately pay rest period premium payments at the
3 “regular rate of pay” as required by Labor Code § 226.7. Accordingly, due to Defendants’ uniform
4 rest period policies/practices, Plaintiff and other aggrieved employees were also regularly denied
5 legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders.

6 42. As a result of Defendants’ failure to provide Plaintiff and other aggrieved employees
7 with all minimum and overtime wages, meal and rest periods or compensation at the “regular rate of
8 pay” in lieu thereof, Defendants intentionally failed and continue to fail to furnish aggrieved
9 employees with itemized wage statements that accurately reflect the correct amount of gross wages
10 earned, net wages earned, or the applicable hourly rates in effect during the pay period and premium
11 wages due for missed meal and rest periods as required by Labor Code § 226(a)(1)(2)(5)(9).
12 Moreover, Defendants also independently failed to include the legal name and address of the
13 employer as required by § 226(a)(8) and failed to all applicable hourly rates in violation of §
14 226(a)(9). Consequently, because Defendants failed to comply with Labor Code § 226(a) and
15 applicable Wage Orders, Plaintiff and other aggrieved employees would be entitled to recover
16 penalties under Labor Code §§ 226(e).

17 43. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
18 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
19 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
20 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
21 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

22 44. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
23 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
24 Labor Code § 226(a). As such, the wage statements Defendants issued to Plaintiff and other aggrieved
25 employees are in violation of Labor Code § 226(a).

26 45. Additionally, at all relevant times, Plaintiff and other aggrieved employees, at the
27 direction of Defendants and/or with Defendants’ knowledge and acquiescence, have used their
28 personal cell phones to communicate with their supervisors, managers, and co-workers in the

1 discharge of their duties, and for other work-related purposes. Defendants required Plaintiff and other
2 aggrieved employees respond to phone calls and text messages and expect these employees to initiate
3 calls and texts to meet business needs.

4 46. Defendants required Plaintiff and other aggrieved employees to incur the costs
5 associated with business use of their personal cell phones and did not provide any reimbursement of
6 these costs. (See *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (“We hold
7 that when employees must use their personal cell phones for work - related calls, Labor Code section
8 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with
9 unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their
10 cell phone bills.”))

11 47. Here, although Plaintiff and other aggrieved employees used their personal cell phones
12 in the discharge of their job duties with the knowledge or acquiescence of Defendants, they were not
13 reimbursed in any amount for expenses incurred. Defendants’ failure to reimburse Plaintiff and other
14 aggrieved employees for their ongoing cell phone business expenses incurred in their discharge of
15 their duties continues through the present day. As such, Defendants are also liable for civil penalties
16 pursuant to Labor Code § 2698 *et seq.*

17 48. Further, on information and belief, other aggrieved employees, at the direction of
18 Defendants and/or with Defendants’ knowledge and acquiescence, were required to utilize their
19 personal vehicles for work-related purposes and were not reimbursed for vehicle mileage as required
20 by Labor Code § 2802. *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 569 (2007)
21 (explaining that the IRS reimbursement rate is considered a generally permissible measure of vehicle
22 operation expenses for purposes of California Labor Code section 2802.)

23 49. Finally, because of, Defendants’ failure to pay all minimum and overtime wages, and
24 meal and rest period premiums at the “regular rate of pay”, Defendants also failed and continue to
25 fail to pay aggrieved employees all wages owed at their time of separation from employment in
26 violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover
27 penalties under Labor Code §§ 201-203.

1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 *(Plaintiff and Aggrieved Employees Against All Defendants)*

4 50. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in
5 the preceding paragraphs.

6 51. Defendants have committed Labor Code violations against Plaintiff and other
7 aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698
8 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings this representative
9 action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees,
10 and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including,
11 but not limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per
12 employee per pay period for those violations of the Labor Code for which no civil penalty is
13 specifically provided based on the following Labor Code violations:

14 a. Failing to pay Plaintiff and other aggrieved employees all earned minimum wage
15 and overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;

16 b. Failing to provide Plaintiff and other aggrieved employees all overtime, sick time
17 and vacation wages at the proper legal rate;

18 c. Failing to provide Plaintiff and other aggrieved employees with all of their
19 statutorily mandated meal periods in violation of Labor Code §§ 204, 210, 510, 1194 and 1198;

20 d. Failing to authorize and permit Plaintiff and other aggrieved employees with all of
21 their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516.

22 e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate,
23 itemized wage statements in violations of Labor Code § 226 *et seq.*;

24 f. Failing to reimburse Plaintiff and other aggrieved employees with all incurred
25 business expenses in violation of Labor Code § 2802; and

26 g. Failing to compensate Plaintiff and other aggrieved employees with all earnings at
27 their separation of employment in violation of Labor Code §§ 201-203.

28 52. On or about April 22, 2022, and March 28, 2023, Plaintiff notified Defendant Hologic,

1 Inc. and the California Labor and Workforce Development Agency (“LWDA”) via its website of
2 Defendant’s violations of the California Labor Code § 2698 et. seq. with respect to violations of the
3 California Labor Code identified in Paragraph 51 (a)-(g).

4 53. Plaintiff has fully satisfied his administrative prerequisites for bringing suit under the
5 Private Attorneys General Act.

6 54. Plaintiff was compelled to retain the services of counsel to file this court action to
7 protect his interests and the interests of other aggrieved employees, and to assess and collect the civil
8 penalties owed by Defendants. Plaintiff has therefore incurred attorneys’ fees and costs, which he is
9 entitled to receive under California Labor Code § 2699.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
12 this suit is brought against Defendants, as follows:

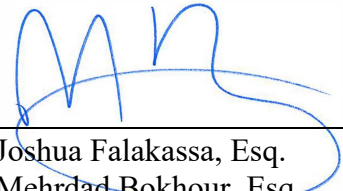
13 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
14 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
15 including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each subsequent
16 violation per employee per pay period for those violations of the Labor Code for which no civil
17 penalty is specifically provided under the Labor Code;

18 2. On all causes of action, for attorneys’ fees and costs as provided by Labor Code §
19 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

20 3. For such other and further relief, the Court may deem just and proper.
21

22 Dated: April 24, 2023

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

23
24
25 By: 

26 Joshua Falakassa, Esq.
27 Mehrdad Bokhour, Esq.
28 Attorneys for Plaintiff and the Aggrieved Employees

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 450, Los Angeles, California 90067.

5 On April 28, 2023, I served the following document(s) described as **SECOND**
6 **AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT** on the interested
7 parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as
follows:

8 Stacey E. James, Esq.
sjames@littler.com
9 LITTLER MENDELSON, P.C.
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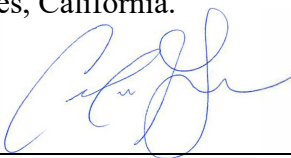
11 Nick Lansdown, Esq.
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13 50 W. San Fernando, 7th Floor
14 San Jose, California 95113

15 **Counsel for defendant Hologic, Inc.**

16 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
17 electronic service provider First Legal to the person(s) identified above at the email address(es)
18 indicated and did not, within a reasonable time after transmission, receive any message or
communication indicating that delivery failed or that any other error had occurred which would delay
or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

21 Executed on April 28, 2023, at Los Angeles, California.

22 

23 _____
Carlos Garcia