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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

MAYWEATHER QUACH individually and
on behalf of others similarly situated, and on
behalf of other aggrieved employees pursuant
to the Private Attorneys General Act,

Plaintiff,

vs.

ENVIRONMENTAL ASSESSMENT
SERVICES & EDUCATION OF
CALIFORNIA, a California Corporation,
SOUTHERN CALIFORNIA EDISON
COMPANY, a California Corporation;
SOUTHERN CALIFORNIA GAS
COMPANY, a California Corporation,
JENNIFER ALLRED, an individual, AND
TODD ALLRED; an individual. and DOES
1 through 50, inclusive,

Defendants.

Case No.: CVRI2303393

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, et seq.
- (9) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff Mayweather Quach (“Plaintiff”), individually and on behalf of other members of
2 the general public similarly situated, and on behalf of other aggrieved employees pursuant to the
3 Private Attorneys General Act, based upon facts that either have evidentiary support or are likely
4 to have evidentiary support after a reasonable opportunity for further investigation and discovery,
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff brings this action against Defendants ENVIRONMENTAL
8 ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA, SOUTHERN CALIFORNIA
9 EDISON COMPANY, SOUTHERN CALIFORNIA GAS COMPANY, JENNIFER ALLRED,
10 an individual, AND TODD ALLRED; an individual and DOES 1 THROUGH 50 (hereinafter
11 also collectively referred to as “Defendants”) for California Labor Code violations, unfair
12 business practices, and civil penalties stemming from Defendants’ failure to pay overtime
13 compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure
14 to pay minimum wage, failure to timely pay wages, and failure to reimburse necessary business-
15 related expenses. In addition, this is a class action lawsuit seeking unpaid wages and interest
16 thereon for unpaid wages for all hours worked at minimum wage and overtime worked at the
17 overtime rate of pay due to defendant’s policy, practice, and/or procedure of misclassifying its
18 employees as outside salespeople when they should have been classified as non-exempt
19 employees. Defendants also had a policy and practice of failing to reimburse class members for
20 all necessary business expenses, including but not limited to their mileage for use of their personal
21 vehicles for work done for Defendants.

22 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on
23 behalf of himself and similarly situated current and former employees of Defendants (hereinafter
24 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
25 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
26 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
27 and will be established according to proof at trial.

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3. Plaintiff's Ninth Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

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

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Riverside.

PARTIES

7. Plaintiff Mayweather Quach is an individual residing in the County of Riverside, State of California.

8. Defendant Environmental Assessment Services & Education of California, is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Defendant Southern California Edison Company is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the State of California.

1 10. Defendant Southern California Gas Company is and at all times herein mentioned
2 was, a corporation organized and existing under the laws of the State of California, and registered
3 to do business in the State of California.

4 11. Defendant Todd Allred is an individual and one of the owners of Defendant
5 Environmental Assessment Services & Education of California.

6 12. Defendant Jennifer Allred is an individual acting as an owner and Chief Executive
7 Officer of Defendant Environmental Assessment Services & Education of California.

8 13. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
9 and therefore sues these defendants by such fictitious names. The Doe defendants may be
10 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
11 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
12 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
13 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
14 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
15 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
16 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
17 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
18 were proximately caused by its conduct. Environmental Assessment Services & Education of
19 California, Southern California Gas Company, Southern California Edison Company, Todd
20 Allred, Jennifer Allred and the Doe Defendants 1 through 50 are collectively referred to herein as
21 "Defendants."

22 14. Defendants were and at all times herein mentioned were, (a) conducting business
23 in the County of Riverside, State of California, and (b) the joint employers of Plaintiff consistent
24 with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage
25 Orders").

26 15. Plaintiff further alleges that Defendants, and each of them, directly or indirectly
27 controlled or affected the working conditions, wages, working hours, and conditions of
28 employment of Plaintiff and the Class, and the Aggrieved Employees so as to make each of said

Defendant employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings the First through Eighth Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

17. The proposed class is defined as follows: all current and former non-exempt employees who were in the position of either EASE Home Energy Specialist, Community Outreach, or similar positions, who were jointly employed by Environmental Assessment Services & Education of California and either Southern California Edison Company or Southern California Gas Company, at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

18. Plaintiff reserves the right to establish other subclasses as appropriate.

19. The Class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be approximately 40 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement.

1 Plaintiff has incurred, and during the pendency of this action will continue to
2 incur, costs and attorneys' fees, that have been, are, and will be necessarily
3 expended for the prosecution of this action for the substantial benefit of each Class
4 Member.

5 d. Superiority: A class action is superior to other available methods for the fair and
6 efficient adjudication of this litigation because individual joinder of all Class
7 Members is impractical.

8 e. Public Policy Considerations: Certification of this lawsuit as a class action will
9 advance public policy objectives. Employers of this great state violate
10 employment and labor laws every day. Current employees are often afraid to
11 assert their rights out of fear of direct or indirect retaliation. However, class
12 actions provide the Class Members who are not named in the complaint
13 anonymity that allows for the vindication of their rights.

14 20. There are common questions of law and fact as to the Class that predominate over
15 questions affecting only individual members. The following common questions of law or fact,
16 among others, exist as to the members of the Class:

17 a. Whether Defendants misclassified Plaintiff and the other Class Members as
18 exempt employees under the outside sales exemption;

19 b. Whether Defendants failed to properly reimburse Plaintiff and the other Class
20 Members for reasonable and necessary business expenditures, including but not
21 limited to mileage for use of their personal vehicles;

22 c. Whether Defendants' failure to pay wages, without abatement, or reduction, in
23 accordance with the California Labor Code was willful;

24 d. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff
25 and the other Class Members for all hours worked, and missed, short, late or
26 interrupted meal periods and rest breaks in violation of California law;

27 e. Whether Defendants required Plaintiff and the other Class Members to work more
28 than eight (8) hours per day and/or more than forty (40) hours per week and failed

1 to pay the legally required overtime compensation to Plaintiff and the other Class
2 Members;

3 f. Whether Defendants deprived Plaintiff and the other Class Members of meal
4 and/or rest periods or required Plaintiff and the other Class Members to work
5 during meal and/or rest periods without compensation;

6 g. Whether Defendants failed to pay meal period premium wages to Class Members
7 when they were not provided with a legally compliant meal period;

8 h. Whether Defendants failed to pay rest period premium wages to Class Members
9 when they were not authorized and permitted to take legally compliant rest
10 periods;

11 i. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
12 Members for all hours worked;

13 j. Whether Defendants failed to pay Plaintiff and the other Class Members the
14 required minimum wage pursuant to California law;

15 k. Whether Defendants failed to pay Plaintiff and the other Class Members proper
16 overtime compensation pursuant to California law;

17 l. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
18 Members within the time required upon their discharge or resignation from
19 employment;

20 m. Whether Defendants failed to reimburse Plaintiff and the other Class Members
21 for all necessary business-related expenses and costs in violation of California
22 Labor Code section 2802;

23 n. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
24 Class Members during their employment;

25 o. Whether Defendants' conduct was with malice, fraud or oppression;

26 p. Whether Defendants' conduct was willful or reckless;

27 q. Whether Defendants engaged in unfair business practices in violation of
28 California Business & Professions Code section 17200, *et seq.* based on their

improper withholding of compensation and deduction of wages;

r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

s. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

21. Defendant Environmental Assessment Services & Education ("EASE") is a company that provides installation and repair services to make homes more energy-efficient. EASE offers the following services, all of which are provided through either Defendants Southern California Edison Company or Southern California Gas Company: heating, ventilation, and air conditioning ("HVAC") installation and repair, attic insulation, water heater installation and maintenance, and window retrofitting, sealing, weatherization, and replacement.

22. During Plaintiff's employment, EASE acted as subcontractor for Defendants Southern California Edison Company and Southern California Gas Company (collectively referred to as "Utility Companies"). In an effort to make California more energy efficient, the Utility Companies implemented a program for low-income households who would qualify for energy-saving home improvements, installations, or upgrades at no cost to the homeowner. These "no-cost" energy efficient programs could include HVAC system upgrades or replacements, refrigerator or glass replacements, water heater repair or replacements, or upgrades to faucets or showerheads. EASE would get paid by the Utility Companies for every eligible homeowner who EASE visited, with additional amounts being paid for each Utility Company item that EASE either installed or reported about the Utility Companies. The Utility Companies forbade EASE from selling anything to eligible homeowners because the "no-cost" programs that were intended to improve energy efficiency were supposed to be free to the eligible homeowners.

23. The Utility Companies provided EASE with the names and contact information for potential customers who might qualify for the "no-cost" programs. Plaintiff's job responsibilities, as well as those who were similarly situated, was not to "sell" the "no-cost programs" but was to verify the income of the potential customers to ensure that the potential

1 customer met the income guidelines provided by the Utility Companies to make them eligible for
2 the “no-cost” programs. If the potential customer met the income guidelines, i.e. they did not
3 make over a certain threshold of income, Plaintiff, and others similarly situated, would begin a
4 home assessment by checking their refrigerator, air conditioning units, and other appliances. At
5 no point did Plaintiff, or others similarly situated, sell any services or goods provided by
6 Defendant as it related to the “no-cost” programs; instead, Plaintiff, and others similarly situated,
7 merely checked to see if homeowners were eligible for “no-cost” programs offered by the Utility
8 Companies.

9 24. Plaintiff, and others similarly situated, received training on both of the Utility
10 Company Programs. For Defendant Southern California Gas, Plaintiff and others similarly
11 situated were required to attend a three-day training at Defendant Southern California Gas’
12 facility to learn the proper protocols for administering the energy program. Defendant Southern
13 California Edison provided Plaintiff and others similarly situated with a 359-page instruction
14 manual which Plaintiff and others similarly situated were required to be familiar with in order to
15 perform their job. Plaintiff, and others similarly situated, were required to take a pass a
16 certification test through both Utility Companies prior to them being able to serve in their roles
17 with EASE. The Utility Companies had the right to pull Plaintiff’s, or other similarly situated,
18 badges at any time, which meant they were fired from EASE since they could no longer perform
19 the job required without the badge.

20 25. Plaintiff began working for Defendants on or around May 1, 2012. In his offer
21 letter, Plaintiff was offered the position of “Home Energy Specialist,” not as a salesperson.
22 Plaintiff was required to outreach to perspective ‘program’ participants as directed by the Utility
23 Companies—and EASE—to provide services, including, but not limited to, income
24 documentation, enrollment, and inspection. Outreach activities include, but are not limited to;
25 door knocking, cold calling, event/channel management, multi-family outreach, any other
26 Outreach Activities as outlined by Management.” The offer letter did not at any point mention
27 the word “sales” or “sale.” Notably, the offer letter set forth that he would be paid on commission
28 for “Assessment Activities,” not sales.

1 26. As a necessary part of his employment, Plaintiff, and others similarly situated, had
2 to drive thousands of miles to go from one house to another. However, Plaintiff's offer letter
3 stated "***No customary reimbursement will be made for expenses incurred within normal day-***
4 ***to-day operations of the position.*** Reimbursement for non-ordinary expenses will be considered
5 on a case-by-case basis. As such, it will be your responsibility to provide reliable transportation
6 in the execution of your job responsibilities."

7 27. Throughout the time period involved in this case, Defendants had the authority to
8 hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly
9 control work rules, working conditions, work assignments, wages, working hours, and conditions
10 of employment of Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate
11 the employment of Plaintiff, the Class, and the Aggrieved Employees.

12 28. At all times herein mentioned, Defendants were subject to the Labor Code of the
13 State of California and the applicable Industrial Welfare Commission Orders.

14 29. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
15 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
16 employees. As set forth in more detail below, this scheme involved, *inter alia*, failing to pay
17 Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including minimum and
18 overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class, and
19 the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure
20 to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants
21 routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and
22 duty-free meal periods and rest periods in violation of California law. Defendant also failed to
23 reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related
24 expenses.

25 30. Throughout the time period involved in this case, Defendants implemented
26 policies and/or practices which failed to provide Plaintiff, the Class, and the Aggrieved
27 Employees with timely and duty-free meal periods. Defendants routinely failed to relieve
28 Plaintiff, the Class, and the Aggrieved Employees of all duties during their meal periods, regularly

1 failed to relinquish control over Plaintiff, the Class, and the Aggrieved Employees during their
2 meal periods, regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a
3 reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff,
4 the Class, and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks
5 no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute
6 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
7 (10) hours. Defendant also failed to maintain accurate records of meal periods taken by Plaintiff,
8 the Class, and the Aggrieved Employees.

9 31. Throughout the time period involved in this case, Defendants did not adequately
10 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
11 California law. Moreover, Defendants systematically disregarded their own written policies
12 regarding the provision and timing of meal periods for Plaintiff and the Class. Instead,
13 Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved
14 Employees in a way that prohibited them from taking timely and duty-free meal periods, and to
15 require Plaintiff, the Class, and the Aggrieved Employees to work through their meal periods, for
16 which they were not compensated.

17 32. Throughout the time period involved in this case, Defendants failed to pay
18 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
19 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
20 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
21 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
22 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
23 routinely failed to provide legally compliant meal periods to Plaintiff and the Class, and routinely
24 failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at
25 their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

26 33. Throughout the time period involved in this case, Defendants have implemented
27 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
28 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and

1 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
2 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
3 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
4 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
5 work period.

6 34. Throughout the time period involved in this case, Defendants did not adequately
7 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under
8 California law. Moreover, Defendants systematically disregarded their own written policies
9 regarding the provision and timing of rest periods for Plaintiff and the Class. Instead, Defendants'
10 actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a
11 way that regularly prohibited them from taking timely and duty-free rest periods, and to regularly
12 require Plaintiff, the Class, and the Aggrieved Employees to work through their rest periods.

13 35. Throughout the time period involved in this case, Defendants failed to pay
14 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were
15 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
16 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
17 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
18 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
19 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free
20 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
21 Employees at their regular rate of pay when a rest period was missed, short, late and/or
22 interrupted.

23 36. Throughout the time period involved in this case, Defendants regularly required
24 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock or failed to pay
25 them for all hours worked, including overtime.

26 37. Throughout the time period involved in this case, Defendants implemented
27 policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately
28 recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the

1 Aggrieved Employees all wages owed.

2 38. Throughout the time period involved in this case, Plaintiff, the Class, and the
3 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
4 week.

5 39. Throughout the time period involved in this case, Defendants regularly failed to
6 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when
7 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
8 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
9 single work week. Defendants knew or should have known that Plaintiff, the Class, and the
10 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
11 they were not receiving wages for overtime compensation.

12 40. Throughout the time period involved in this case, Defendants failed to pay
13 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked
14 based on regular rates of pay correctly calculated to include all applicable remuneration.

15 41. Throughout the time period involved in this case, Defendants regularly failed to
16 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
17 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
18 Employees were entitled to receive at least minimum wages for all hours worked and that they
19 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
20 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved
21 Employees at the required minimum wage pursuant to California law.

22 42. Throughout the time period involved in this case, Defendants regularly failed to
23 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
24 resignation. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved
25 Employees were entitled to receive all wages owed to them upon termination within the time
26 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
27 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
28 including overtime compensation and minimum wages within any time permissible under

1 California Labor Code section 202.

2 43. Throughout the time period involved in this case, Defendants regularly failed to
3 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible
4 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
5 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
6 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
7 Employees did not receive payment of all wages, including overtime compensation, minimum
8 wages, and meal and rest period premiums.

9 44. Throughout the time period involved in this case, Defendants failed to reimburse
10 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
11 including but not limited to mileage or transportation. Defendants knew or should have known
12 that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for
13 all necessary business-related expenses and costs, but, in fact, failed to do so in violation of
14 California law.

15 45. Throughout the time period involved in this case, Defendant knew or should have
16 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees
17 pursuant to California law. Defendants had the financial ability to pay such compensation, but
18 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the
19 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
20 Defendants' profits.

21 46. California Labor Code section 218 states that nothing in Article 1 of the Labor
22 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
23 to him [or her] under this article."

24 **FIRST CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 510, 1194, and 1198)**

26 **(Against All Defendants)**

27 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
28 every allegation set forth above.

1 48. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

5 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
6 were required to pay Plaintiff and the other Class Members employed by Defendants, and working
7 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of
8 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
9 (40) hours in a workweek.

10 50. The applicable IWC Wage Order further provides that Defendants are and were
11 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
12 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
13 in excess of eight (8) hours on the seventh day of work in a workweek.

14 51. California Labor Code section 510 codifies the right to overtime compensation at
15 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
16 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
17 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
18 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

19 52. During the relevant time period, Plaintiff and the other Class Members regularly
20 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

21 53. During the relevant time period, Defendants intentionally and willfully failed to
22 pay overtime wages owed to Plaintiff and the other Class Members.

23 54. Defendants’ failure to pay Plaintiff and the other Class Members the unpaid
24 balance of overtime compensation, as required by California laws, violates the provisions of
25 California Labor Code sections 510 and 1198, and is therefore unlawful.

26 55. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
27 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
28 attorneys’ fees.

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62. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

63. During the relevant time period, Defendants “rounded” down or “shaved” Plaintiff and similarly situated employees’ total number of hours (or fraction thereof) in which they took lunch. This policy of rounding meal periods made it such that Plaintiff and other similarly situated employees were not provided with legally compliant meal breaks and were not paid meal period premiums for any meal breaks that were less than thirty (30) minutes in duration.

64. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

65. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

66. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

67. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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69. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

70. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

71. At all relevant times, the applicable IWC Wage Order provides 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 time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

72. During the relevant time period, Defendants required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

73. During the relevant time period, Defendants willfully required Plaintiff and the other Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take uninterrupted, duty-free rest breaks.

74. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class Members from taking uninterrupted rest periods.

75. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

76. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day

1 that the rest period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

4 **(Against All Defendants)**

5 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 78. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
8 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
9 the minimum so fixed is unlawful.

10 79. During the relevant time period, Defendants regularly failed to pay minimum wage
11 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
12 1194, 1197, and 1197.1.

13 80. Defendants' failure to pay Plaintiff and the other Class Members the minimum
14 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
15 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
16 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
17 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

18 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
19 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
20 unpaid and interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201, 202, 203)**

23 **(Against All Defendants)**

24 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
25 every allegation set forth above.

26 83. At all relevant times herein set forth, California Labor Code sections 201 and 202
27 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and if an employee quits his or her employment, his

1 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
2 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
3 the employee is entitled to his or her wages at the time of quitting.

4 84. During the relevant time period, the employment of Plaintiff and many other Class
5 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
6 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
7 employed by Defendants all of their wages, earned and unpaid, including but not limited to
8 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
9 leaving Defendants' employ.

10 85. Defendants' failure to pay Plaintiff and other Class Members who are no longer
11 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
12 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

13 86. California Labor Code section 203 provides that if an employer willfully fails to
14 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
15 continue as a penalty from the due date thereof at the same rate until paid or until an action is
16 commenced; but the wages shall not continue for more than thirty (30) days.

17 87. Plaintiff and other Class Members who are no longer employed by Defendants are
18 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
19 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 204 and 210)**

22 **(Against All Defendants)**

23 88. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
24 every allegation set forth above

25 89. At all times herein set forth, California Labor Code section 204 provides that all
26 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
27 calendar month, other than those wages due upon termination of an employee, are due and payable
28 between the 16th and 26th day of the month during which the labor was performed.

90. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

91. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

92. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

93. Plaintiff and other Class Members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against All Defendants)

94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

95. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

96. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

97. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to

1 recover from Defendants their business-related expenses and costs incurred during the course and
2 scope of their employment, plus interest accrued from the date on which the employee incurred
3 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

4 **EIGHTH CAUSE OF ACTION**

5 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

6 **(Against All Defendants)**

7 98. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
8 every allegation set forth above.

9 99. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
10 unlawful and harmful to Plaintiff and the Class, to the general public, and to Defendants'
11 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
12 within the meaning of Code of Civil Procedure section 1021.5.

13 100. Defendants' activities as alleged herein are violations of California law, and
14 constitute unlawful business acts and practices in violation of California Business & Professions
15 Code section 17200, *et seq.*

16 101. A violation of California Business & Professions Code section 17200, *et seq.* may
17 be predicated on the violation of any state or federal law. In this instant case, Defendant's policies
18 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
19 paying them proper compensation violate California Labor Code sections 510 and 1198.
20 Additionally, Defendant's policies and practices of requiring employees, including Plaintiff and
21 the Class, to work through their meal and rest periods without paying them proper compensation
22 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendant's policies and
23 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
24 sections 201, 202, 203 and 204.

25 102. Defendant also violated California Labor Code sections 221, 226(a), 1194, 1197,
26 1197.1, 510, 1174(d), 2800, and 2802.

27 103. As a result of the herein described violations of California law, Defendant
28 unlawfully gained an unfair advantage over other businesses.

104. Plaintiff and the Class have been personally injured by Defendant's unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

105. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

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

109. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

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

2 117. Defendants' failure to keep complete and accurate payroll records relating to
3 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
4 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
5 1174(d).

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

7 118. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
8 necessary business-related expenses and costs in accordance with California Labor Code sections
9 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
10 sections 2800 and 2802.

11 119. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
12 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each
13 of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest,
14 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory
15 penalties against Defendants, and each of them, including but not limited to:

- 16 a. Penalties under California Labor Code section 2699 in the amount of a hundred
17 dollars (\$100) for each aggrieved employee per pay period for the initial violation,
18 and two hundred dollars (\$200) for each aggrieved employee per pay period for
19 each subsequent violation;
- 20 b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in
21 the amount of fifty dollars (\$50) for each aggrieved employee per pay period for
22 the initial violation, and one hundred dollars (\$100) for each subsequent violation;
23 and
- 24 c. Penalties under California Labor Code section 210 in addition to, and entirely
25 independent and apart from, any other penalty provided in the California Labor
26 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per
27 pay period for the initial violation, and two hundred dollars (\$200) for each
28 aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

121. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendant, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendant provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing

1 from the date such amounts were due;

2 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194; and

4 9. For such other and further relief as the Court may deem just and proper.

5 **As to the Second Cause of Action**

6 10. That the Court declare, adjudge and decree that Defendant violated California
7 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
8 provide all meal periods (including second meal periods) to Plaintiff and the Class;

9 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
10 each employee's regular rate of compensation for each workday that a meal period was not
11 provided;

12 12. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 13. For premium wages pursuant to California Labor Code section 226.7;

15 14. For pre-judgment interest on any unpaid wages from the date such amounts were
16 due;

17 15. For reasonable attorneys' fees and costs of suit incurred herein; and

18 16. For such other and further relief as the Court may deem just and proper.

19 **As to the Third Cause of Action**

20 17. That the Court declare, adjudge and decree that Defendant violated California
21 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
22 periods to Plaintiff and the Class;

23 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
24 each employee's regular rate of compensation for each workday that a rest period was not
25 provided;

26 19. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendant;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendant's employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendant violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

36. For statutory penalties pursuant to California Labor Code section 210;

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

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

39. For actual, consequential and incidental losses and damages, according to proof;

40. For the imposition of civil penalties and/or statutory penalties;

41. For reasonable attorneys' fees and costs of suit incurred herein; and

42. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

43. That the Court declare, adjudge and decree that Defendant violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

44. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

45. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant

as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

47. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

48. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

49. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

50. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 30, 2023

DOMB & RAUCHWERGER, LLP

By:



ZACK I. DOMB
DEVIN RAUCHWERGER
Attorneys for Plaintiff
Mayweather Quach

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Dated: October 30, 2023

By:

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PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 E. Colorado Blvd., Fifth Floor, Pasadena, California 91106. My email address is jessica@dombrauchwerger.com.

On October 30, 2023, I served the foregoing document entitled **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

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

Executed October 30, 2023, at Rio Linda, California.

Jessica Delgado

Print Name

By:

Jessica Delgado
Signature

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