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Case #22CV405866
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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SANTA CLARA
11 UNLIMITED JURISDICTION
12

13 DAVID SARINANA, on behalf of himself
and all others similarly situated, and the
14 general public,

15 *Plaintiff,*

16 v.

17 HPI FEDERAL LLC, a Delaware Limited
Liability Company; and DOES 1 through 50,
18 inclusive,

19 *Defendants.*
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Case No. 22CV405866

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

CLASS AND REPRESENTATIVE ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Vacation Wages (Lab. Code § 227.3);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff DAVID SARINANA (“Plaintiff”), on behalf of himself and all others similarly
2 situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against defendants HPI
5 FEDERAL LLC, a Delaware Limited Liability Company; and DOES 1 through 50, inclusive,
6 (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As set forth
7 below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them double time wages at the correct rate;
- 17 (8) failed to pay them overtime and/or double time wages by failing to include all
18 applicable remuneration in calculating the regular rate of pay;
- 19 (9) failed to pay them for all vested vacation pay;
- 20 (10) failed to provide them with accurate written wage statements; and
- 21 (11) failed to pay them all of their final wages following separation of employment.

22 Based on these alleged violations, Plaintiff now brings this class and representative action to
23 recover unpaid wages, restitution, civil and statutory penalties, and related relief on behalf of
24 himself and all others similarly situated, all other aggrieved employees, and the State of California.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
27 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
28 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in the County of Santa Clara pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant HPI FEDERAL LLC is, and at all relevant times mentioned herein, a Delaware Limited Liability Company doing business in the State of California.

6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

CLASS ALLEGATIONS

8. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure § 382, because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is

1 unaware of any difficulties likely to be encountered in managing this case as a class action.

2 9. **Relevant Time Period:** The relevant time period is defined as the time period
3 beginning four years prior to the filing of this action until judgment is entered.

4 **Hourly Employee Class:** All persons employed by Defendants and/or any staffing
5 agencies and/or any other third parties in hourly or non-exempt positions in California
during the **Relevant Time Period**.

6 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked
7 in a shift in excess of five hours during the **Relevant Time Period**.

8 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
9 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
Period.

10 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
11 members employed by Defendants in California during the period beginning
one year before the filing of this action and ending when final judgment is
entered.

12 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
13 who separated from their employment with Defendants during the period
beginning three years before the filing of this action and ending when final
judgment is entered.

14 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
15 California during the **Relevant Time Period**.

16 **Vacation Pay Class:** All persons employed by Defendants in California who earned
17 paid vacation days, including but not limited to, "Floating Holidays," without
receiving compensation for each vested paid vacation day during the **Relevant Time**
Period.

18 **Regular Rate Class:** All of Defendants' hourly, non-exempt employees who were not
19 paid overtime wages for all overtime hours worked and/or premiums for meal and/or
20 rest break violations as a result of not correctly calculating their regular rate of pay to
include all applicable remuneration, including, but not limited to, shift differentials,
shift premiums, and/or non-discretionary bonuses.

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22 10. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
23 right to amend or modify the class definitions with greater specificity by further division into sub-
24 classes and/or by limitation to particular issues.

25 11. **Numerosity:** The class members are so numerous that the individual joinder of each
26 individual class member is impractical. While Plaintiff does not currently know the exact number of
27 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
28 exceeds the minimum required for numerosity under California law.

12. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions that affect only individual class members. These common questions include, but are not limited to:

- i. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- ii. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- iii. Whether Defendants failed to pay premium wages to class members when they have not been provided with required meal and/or rest periods;
- iv. Whether Defendants failed to pay minimum and/or overtime wages to class members as a result of policies that fail to provide meal periods in accordance with California law;
- v. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- vi. Whether Defendants used payroll formulas that systematically fail to account for non-discretionary bonuses and/or other applicable remuneration when calculating regular rates of pay for class members;
- vii. Whether Defendants failed to pay overtime wages to class members as a result of incorrectly calculating their regular rates of pay;
- viii. Whether Defendants failed to pay premium wages to class members based on their respective “regular rates of compensation” by not including commissions and/or other applicable remuneration in calculating the rates at which those wages are paid;
- ix. Whether Defendants failed to provide proportionate accruals for vested vacation time for class members as required by California law;
- x. Whether Defendants subjected the vacation time and/or floating holidays they offer to class members to forfeiture;
- xi. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with

1 inaccurate entries for, among other things, amounts of gross and net wages, and total
2 hours worked;

3 xii. Whether Defendants applied policies or practices that result in late and/or incomplete
4 final wage payments;

5 xiii. Whether Defendants are liable to class members for waiting time penalties under
6 Labor Code section 203;

7 xiv. Whether class members are entitled to restitution of money or property that
8 Defendants may have acquired from them through unfair competition;

9 13. **Typicality**: Plaintiff's claims are typical of the other class members' claims. Plaintiff
10 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing
11 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

12 14. **Adequacy of Class Representative**: Plaintiff is an adequate class representative in
13 that he has no interests that are adverse to or otherwise conflict with the interests of absent class
14 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
15 and adequately represent and protect the interests of the other class members.

16 15. **Adequacy of Class Counsel**: Plaintiff's counsel are adequate class counsel in that
17 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
18 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
19 behalf of Plaintiff and absent class members.

20 16. **Superiority**: A class action is vastly superior to other available means for fair and
21 efficient adjudication of the class members' claims and would be beneficial to the parties and the
22 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
23 common claims simultaneously and efficiently in a single forum without the unnecessary
24 duplication of effort and expense that numerous individual actions would entail. In addition, the
25 monetary amounts due to many individual class members are likely to be relatively small and would
26 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
27 Moreover, a class action will serve an important public interest by permitting class members to
28 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the

1 potential for inconsistent or contradictory judgments inherent in individual litigation.

2 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 17. Plaintiff worked for Defendants as an hourly, non-exempt employee from
4 approximately September 2006 through February 2022.

5 **Off-the-clock Work**

6 18. Plaintiff and the putative class were not paid all wages earned as Defendants
7 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
8 clock work.

9 19. During the applicable limitations period, Plaintiff and the putative class had to work
10 off-the-clock because they were not paid for all hours worked including, but not limited to,
11 Defendants automatically deducting time taken out of their paychecks whether or not they took
12 meal periods, refusing to pay Plaintiff and the putative class for work performed before and after
13 their regular hours, and interrupting Plaintiff and the putative class meal breaks. Plaintiff and the
14 putative class were required to drive to pick up parts for the electronic equipment they were
15 servicing and/or working with. Plaintiff and the putative class regularly drove their company
16 vehicle to pick up parts at a parts depo and were instructed by their managers and supervisors that
17 this drive was not time worked for purposes of recording their “on-the-clock” hours. Plaintiff and
18 the putative class were instructed to submit written timesheets by the end of their workweek, and
19 were expected to be at the parts depo at the beginning of their start time. For instance, Plaintiff was
20 instructed to fill out timesheets that reflected hours worked from 8 a.m. to 12 p.m. and then from 1
21 p.m. to 5 p.m. Plaintiff and the putative class were expected to be at the parts depo at 8 a.m., their
22 start time. Plaintiff and the putative class kept work tools in their company vehicle and drove the
23 company vehicle from their home to their first work location, typically a parts depo, and also drove
24 the company vehicle back home at the end of their shifts. This drive time was not accounted for as
25 hours worked.

26 20. Additionally, all overtime hours worked above and beyond their 8-hour workday had
27 to be approved by Defendants’ management. However, Defendants’ management refused to
28 approve any overtime hours for regularly occurring administrative work and communications that

1 were required to be performed outside of their regular schedule. Plaintiff and the putative class were
2 regularly contacted in the mornings and at night before their work shift had started and after their
3 work shift had ended. Plaintiff and the putative class were required to process work orders “off-the-
4 clock,” prep for their next workday, and record their timesheets without being compensated.
5 Defendants’ managers and supervisors told Plaintiff and the putative class that this kind of
6 administrative work was merely ‘part of the job’ and was not compensable. Defendants’ managers
7 and supervisors would not approve overtime hours, despite requiring that their work get done and
8 the service orders be attended. Plaintiff and the putative class regularly worked from home and
9 outside of their scheduled hours without being compensated..

10 21. As a result of performing off-the-clock work that was directed, permitted, or
11 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this
12 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
13 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
14 working off-the-clock.

15 22. Defendants knew or should have known that Plaintiff and the putative class were
16 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
17 putative class for these hours.

18 23. Defendants were aware of this practice and directed, permitted, or otherwise
19 encouraged Plaintiff and the putative class to perform off-the-clock work.

20 24. As a result of Defendants’ policies and practices, Plaintiff and the putative class were
21 not paid for all hours worked.

22 **Missed Meal Periods and Auto-Deduct**

23 25. During their employment with Defendants, Plaintiff and the putative class regularly
24 worked shifts of eight to twelve hours per day, without being afforded a meal break during the first
25 five hours, and/or a second meal break after ten hours, as required by California law. Defendants
26 had a policy of automatically deducting one hour from Plaintiff’s and the putative class’
27 paychecks, regardless of whether Plaintiff and the putative class received a meal period or not.

28 26. Plaintiffs and the putative class members were not provided with meal periods of at

1 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
2 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
3 shift with not enough workers; (3) imposing so much work on each employee such that it made it
4 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
5 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
6 meal and rest periods. Specifically, Plaintiff and the putative class were regularly contacted by
7 dispatch during their allotted meal period, were required to process incoming work orders, were
8 interrupted by both management and customers, and were required to perform work during the
9 time that was allotted as their 'meal period' and which was unpaid. Defendants failed to accurately
10 record meal periods for Plaintiff and the putative class, and instead automatically deducted one
11 hour, regardless of the work they were performing.

12 27. As a result of Defendants' policy, Plaintiffs and the putative class were regularly not
13 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
14 worked due to complying with Defendants' productivity requirements that required Plaintiff and
15 the putative class to work through their meal periods in order to complete their assignments on
16 time.

16 **Missed Rest Periods**

17 28. Plaintiff and the putative class were not provided with rest periods of at least ten
18 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
19 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
20 each work shift with not enough workers; (3) imposing so much work on each employee such that
21 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
22 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
23 take their meal and rest periods.

24 29. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
25 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
26 due to complying with Defendants' productivity requirements that required Plaintiff and the
27 putative class to work through their rest periods in order to complete their assignments on time.

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31. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

33. Plaintiff and the putative class are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the putative class were not paid all accrued vacation pay.

34. The regular rate of pay under California law includes all remuneration for employment paid, on behalf of the employer, to the employee. This requirement includes, but is not limited, to, commissions and non-discretionary bonuses.

Wage Statements

37. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

38. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

39. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

40. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

41. Additionally, upon information and belief, Plaintiff alleges that Plaintiff and the putative class were only provided the option of receiving their pay electronically. After his employment ended, Plaintiff immediately lost access to his pay information as he was locked out of the online system.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 204, 223, 226.7, 512 and 1198)

(Plaintiff and Meal Period Sub-Class)

42. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

43. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

44. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

45. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers

1 from requiring employees to work during required meal periods and require employers to pay non-
2 exempt employees an hour of premium wages on each workday that the employee is not provided
3 with the required meal period.

4 46. Compensation for missed meal periods constitutes wages within the meaning of
5 Labor Code § 200.

6 47. Labor Code § 1198 makes it unlawful to employ a person under conditions that
7 violate the applicable Wage Order.

8 48. Section 11 of the applicable Wage Order states:

9 “No employer shall employ any person for a work period of more than five (5)
10 hours without a meal period of not less than 30 minutes, except that when a
11 work period of not more than six (6) hours will complete the day’s work the
12 meal period may be waived by mutual consent of the employer and employee.
13 Unless the employee is relieved of all duty during a 30 minute meal period, the
14 meal period shall be considered an ‘on duty’ meal period and counted as time
worked. An ‘on duty’ meal period shall be permitted only when the nature of
the work prevents an employee from being relieved of all duty and when by
written agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing, revoke
the agreement at any time.”

15 49. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
16 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
17 members were not subject to valid on-duty meal period agreements with Defendants.

18 50. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
20 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
21 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

22 51. Plaintiff alleges that, at all relevant times during the applicable limitations period,
23 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
24 **Class** members when they worked five (5) hours without clocking out for any meal period.

25 52. Plaintiff alleges that, at all relevant times during the applicable limitations period,
26 Defendants maintained a policy or practice of automatically deducting one hour for a meal period
27 from the paychecks of **Meal Period Sub-Class** members on each day they worked, regardless of
28 whether or not they were able to take an uninterrupted, duty-free meal period.

1 53. Plaintiff alleges that, at all relevant times during the applicable limitations period,
2 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
3 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
4 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
5 Order.

6 54. Moreover, Defendants' written policies do not provide that employees must take
7 their first meal period before the end of the fifth hour of work, that employees are entitled to a
8 second meal period if they work a shift of over ten hours, or that the second meal period must
9 commence before the end of the tenth hour of work, unless waived.

10 55. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
11 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
12 regular rates of pay when required meal periods were not provided.

13 56. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
14 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
15 costs of suit.

16 57. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
17 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal**
18 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST PERIODS**

21 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

22 **(Plaintiff and Rest Period Sub-Class)**

23 58. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

24 59. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
25 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
26 Code and the applicable Wage Order.

27 60. Section 12 of the applicable Wage Order imposes an affirmative obligation on
28 employers to permit and authorize employees to take required rest periods at a rate of no less than

1 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
2 in the middle of each work period insofar as practicable.

3 61. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
4 from requiring employees to work during required rest periods and require employers to pay non-
5 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
6 workday that the employee is not provided with the required rest period(s).

7 62. Compensation for missed rest periods constitutes wages within the meaning of Labor
8 Code § 200.

9 63. Labor Code § 1198 makes it unlawful to employ a person under conditions that
10 violate the Wage Order.

11 64. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
13 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
14 as required by the applicable Wage Order.

15 65. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
16 **Class** members additional premium wages when required rest periods were not provided.

17 66. Specifically, Defendants written policies do not provide that employees may take a
18 rest period for each four hours worked, or major fraction thereof, nor that rest periods should be
19 taken in the middle of each work period insofar as practicable.

20 67. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
21 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
22 costs of suit.

23 68. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
24 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period**
25 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 78. Labor Code § 204 requires employers to pay non-exempt employees their earned
2 wages for the normal work period at least twice during each calendar month on days the employer
3 designates in advance and to pay non-exempt employees their earned wages for labor performed in
4 excess of the normal work period by no later than the next regular payday.

5 79. Labor Code § 223 makes it unlawful for employers to pay their employees lower
6 wages than required by contract or statute while purporting to pay them legal wages.

7 80. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
8 non-exempt employees overtime wages of no less than one and one-half times the employees'
9 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
10 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
11 seventh consecutive day of one workweek.

12 81. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
13 pay non-exempt employees overtime wages of no less than two times the employees' respective
14 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
15 worked in excess of eight hours on a seventh consecutive workday during the workweek.

16 82. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
17 centrally devised policies and practices to him and **Hourly Employee Class** members with respect
18 to working conditions and compensation arrangements.

19 83. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
20 **Employee Class** members for all time worked, including but not limited to, overtime hours at
21 statutory and/or agreed rates.

22 84. At all relevant times during the applicable limitations period, Defendants maintained
23 a policy or practice of automatically deducting one hour from Plaintiff's timesheet on every
24 workday for a meal period, regardless of whether or not Plaintiff was provided with a meal period.

25 85. Plaintiff is informed and believes that, at all relevant times during the applicable
26 limitations period, Defendants maintained a policy or practice of automatically deducting one hour
27 from **Hourly Employee Class** members' timecard on every workday for a meal period, regardless
28 of whether or not **Hourly Employee Class** members were provided with a meal period.

1 86. As a result of Defendants' policy or practice of automatically deducting one hour
2 from employees' timecards for every workday for a meal period, Plaintiff and **Hourly Employee**
3 **Class** members were required to perform off-the-clock work that Defendants either knew or should
4 have known they were working.

5 87. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time
6 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
7 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all
8 overtime hours worked.

9 88. Plaintiff is informed and believes that, at all relevant times during the applicable
10 limitations period, Defendants maintained a policy or practice of not paying hourly wages to
11 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours
12 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

13 89. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
14 **Employee Class** members all earned wages every pay period at the correct rates, including
15 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
16 **Hourly Employee Class** members to perform off-the-clock work.

17 90. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
18 members have suffered damages in an amount subject to proof, to the extent they were not paid the
19 full amount of wages earned during each pay period during the applicable limitations period,
20 including overtime wages.

21 91. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
22 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
23 overtime wages, interest thereon, and costs of suit.

24 92. The regular rate of pay under California law includes all remuneration for
25 employment paid, on behalf of the employer, to the employee. This requirement includes but is not
26 limited to, commissions, non-discretionary bonuses, shift differential pay, etc.

27 93. During the applicable limitations period, Defendants violated the rights of Plaintiff
28 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing

1 to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194
2 and 1198 by not correctly calculating their regular rate of pay to include all applicable
3 remuneration, including but not limited to, commissions, non-discretionary bonuses, shift
4 differential pay, etc.

5 94. California law uses the terms “compensation” and “pay” interchangeably and
6 requires that all applicable remuneration, including but not limited to, commissions, non-
7 discretionary bonuses, shift differential pay, etc., be included when calculating an employee’s
8 regular rate of pay.

9 95. At all relevant times, Defendants paid Plaintiff premium wages based on a rate of
10 compensation that did not reflect, among other things, commissions, non-discretionary bonuses,
11 shift differential pay, etc. as required by Labor Code § 226.7(b) and §§ 11 and 12 of the applicable
12 Wage Order on the occasions when Defendants paid him premium wages in lieu of meal and/or rest
13 periods.

14 96. Plaintiff is informed and believes, and thereupon alleges, that, at all relevant times
15 during the applicable limitations period, Defendants maintained a policy or practice of paying
16 **Hourly Employee Class** members premium wages based on rates of compensation that have not
17 reflected commissions, non-discretionary bonuses, shift differential pay, etc. as required by Labor
18 Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the occasions when Defendants
19 paid them premium wages in lieu of meal and/or rest periods.

20 97. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
21 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly**
22 **Employee Class** members, seeks to recover reasonable attorneys’ fees.

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PAY VACATION WAGES**

25 **(Lab. Code § 227.3)**

26 **(Plaintiff and Vacation Pay Class)**

27 98. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

28 99. California Labor Code section 227.3 provides:

1 Unless otherwise provided by a collective-bargaining agreement, whenever a contract
2 of employment or employer policy provides for paid vacations, and an employee is
3 terminated without having taken off his vested vacation time, all vested vacation shall
4 be paid to him as wages at his final rate in accordance with such contract of
5 employment or employer policy respecting eligibility or time served; provided,
however, that an employment contract or employer policy shall not provide for
forfeiture of vested vacation time upon termination. The Labor Commissioner or a
designated representative, in the resolution of any dispute with regard to vested
vacation time, shall apply the principles of equity and fairness.

6 100. At all relevant times during the applicable limitations period, Plaintiff and members
7 of the **Vacation Pay Class** accrued vacation time during their employment with Defendants.

8 101. As a result of Defendants' reimbursement policies and practices, Plaintiff is
9 informed and believes and thereon alleges that Defendants failed to reimburse him and **Vacation**
10 **Pay Class** members for all accrued vacation wages.

11 102. By reason of the above, Plaintiff and the members of the **Vacation Pay Class** are
12 entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of
13 the filing of the original Complaint until the date of entry of judgment.

14 103. Plaintiff, on behalf of himself and the members of the **Vacation Pay Class**, seeks
15 interest thereon pursuant to California Labor Code section 218.6, costs pursuant to California
16 Labor Code section 218.6, and reasonable attorneys' fees pursuant to California Code of Civil
17 Procedure section 1021.5.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

20 **(Lab. Code § 226)**

21 **(Plaintiff and Wage Statement Penalties Sub-Class)**

22 104. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

23 105. Labor Code § 226(a) states:

24 An employer, semimonthly or at the time of each payment of wages, shall furnish to
25 his or her employee, either as a detachable part of the check, draft, or voucher paying
the employee's wages, or separately if wages are paid by personal check or cash, an
26 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
worked by the employee, except as provided in subdivision (j), (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
rate basis, (4) all deductions, provided that all deductions made on written orders of
the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the

1 employee and only the last four digits of his or her social security number or an
2 employee identification number other than a social security number, (8) the name and
3 address of the legal entity that is the employer and, if the employer is a farm labor
4 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
5 legal entity that secured the services of the employer, and (9) all applicable hourly
6 rates in effect during the pay period and the corresponding number of hours worked
7 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
8 temporary services employer as defined in Section 201.3, the rate of pay and the total
9 hours worked for each temporary services assignment. The deductions made from
10 payment of wages shall be recorded in ink or other indelible form, properly dated,
11 showing the month, day, and year, and a copy of the statement and the record of the
12 deductions shall be kept on file by the employer for at least three years at the place of
13 employment or at a central location within the State of California. For purposes of
14 this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
15 employee or a computer-generated record that accurately shows all of the information
16 required by this subdivision.

17 106. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
18 the "detachable part of the check" provision and the "accurate itemized statement in writing"
19 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
20 employee retains the right to elect to receive a written paper stub or record and that those who are
21 provided with electronic wage statements retain the ability to easily access the information and
22 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
23 Letter July 6, 2006.)

24 107. Plaintiff is informed and believes that, at all relevant times during the applicable
25 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
26 members with written wage statements as described above.

27 108. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage**
28 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
that Defendants had the ability to provide them with accurate wage statements but had intentionally
provided them with written wage statements that Defendants knew do not comply with Labor Code
§ 226(a).

109. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
legal rights to receive accurate wage statements and have misled them about their actual rates of pay
and wages earned. In addition, inaccurate information on their wage statements have prevented

1 immediate challenges to Defendants' unlawful pay practices, has required discovery and
2 mathematical computations to determine the amount of wages owed, has caused difficulty and
3 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
4 inaccurate information about wages and deductions to federal and state government agencies.

5 110. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage**
6 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars
7 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and
8 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §
9 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class
10 member.

11 111. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
12 the common fund doctrine, Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-**
13 **Class** members, seek awards of reasonable attorneys' fees and costs.

14 SIXTH CAUSE OF ACTION

15 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

16 **(Lab. Code §§ 201–203)**

17 **(Plaintiff and Waiting Time Penalties Sub-Class)**

18 112. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

19 113. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
20 have been entitled, upon the end of their employment with Defendants, to timely payment of all
21 wages earned and unpaid before termination or resignation.

22 114. At all relevant times, pursuant to Labor Code § 201, employees who have been
23 discharged have been entitled to payment of all final wages immediately upon termination.

24 115. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
25 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
26 all final wages at the time of resignation.

27 116. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
28 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of

1 all final wages within seventy-two (72) hours' of giving notice of resignation.

2 117. During the applicable limitations period, Defendants failed to pay Plaintiff all of his
3 final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

4 118. Plaintiff is informed and believes that, at all relevant times during the applicable
5 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
6 members all of their final wages in accordance with the Labor Code.

7 119. Plaintiff is informed and believes that, at all relevant times during the applicable
8 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
9 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
10 §§ 201 or 202 by failing to timely pay them all final wages.

11 120. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
12 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members have been
13 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
14 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
15 requirements.

16 121. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of himself and
17 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the respective
18 dates that their final wages had first become due until paid, up to a maximum of thirty days, and
19 interest thereon.

20 122. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
21 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time**
22 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

23 SEVENTH CAUSE OF ACTION

24 **UNFAIR COMPETITION**

25 **(Bus. & Prof. Code §§ 17200 et seq.)**

26 **(Plaintiff and UCL Class)**

27 123. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

28 124. Business and Professions Code § 17200 defines "unfair competition" to include any

1 unlawful business practice.

2 125. Business and Professions Code §§ 17203–17204 allow a person who has lost money
3 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
4 Procedure § 382 to recover money or property that may have been acquired from similarly situated
5 persons by means of unfair competition.

6 126. California law requires employers to pay hourly, non-exempt employees for all hours
7 they are permitted or suffered to work, including hours that the employer knows or reasonably
8 should know that employees have worked.

9 127. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and
10 incorporates the FIRST, SECOND, THIRD, and FOURTH causes of action herein.

11 128. Plaintiff lost money and/or property as a result of the aforementioned unfair
12 competition.

13 129. Defendants have or may have acquired money by means of unfair competition.

14 130. Plaintiff is informed and believes and thereupon alleges that, by committing the
15 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
16 225, 226.6, 553, 1175, 1199. Defendants thus committed misdemeanors by violating the Labor
17 Code as alleged herein.

18 131. Defendants have committed criminal conduct through their policies and practices of,
19 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
20 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
21 work period of five or more hours, and by failing to pay non-exempt employees for all hours
22 worked.

23 132. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
24 employees and entitled to the full protections of both the Labor Code and the applicable Wage
25 Order.

26 133. Defendants' unlawful conduct as alleged in this Complaint amounts to and
27 constitutes unfair competition within the meaning of Business and Professions Code section 17200
28 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition

1 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
2 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of himself and on
3 behalf of similarly situated persons in a class-action proceeding.

4 134. As a result of Defendants' violations of the Labor Code during the applicable
5 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
6 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
7 conduct.

8 135. Plaintiff is informed and believes that other similarly situated persons have been
9 subject to the same unlawful policies or practices of Defendants.

10 136. Due to the unfair and unlawful business practices in violation of the Labor Code,
11 Defendants have gained a competitive advantage over other comparable companies doing business
12 in the State of California that comply with their legal obligations.

13 137. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
14 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
15 that violates, or is considered unlawful under, any other state or federal law.

16 138. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
17 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
18 Defendants, and each of them, and their agents and employees, from further violations of the Labor
19 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
20 order permanently enjoining Defendants, and each of them, and their respective agents and
21 employees, from further violations of the Labor Code and applicable Industrial Welfare
22 Commission Wage Orders.

23 139. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of himself
24 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
25 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
26 business practices.

27 140. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
28 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable

1 attorneys' fees in connection with their unfair competition claims.

2 **EIGHTH CAUSE OF ACTION**

3 **CIVIL PENALTIES**

4 **(Lab. Code §§ 2698 *et seq.*)**

5 141. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 142. During the applicable limitations period, Defendants have violated Labor Code §§
7 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, and 1198.

8 143. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
9 himself and other current and former employees, to bring a representative civil action to recover
10 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
11 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

12 144. Plaintiff, a former employee against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code § 2699(c).

15 145. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
16 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
17 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
18 intent to investigate.

19 146. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
20 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
21 227.3, 510, 512, 1194, 1197, and 1198:

22 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, and
23 1198, one hundred dollars (\$100) for each employee per pay period for each
24 initial violation and two hundred dollars (\$200) for each employee per pay
25 period for each subsequent violation (penalties set by Labor Code §
26 2699(f)(2));

27 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
28 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

- 1 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
2 employee for each initial violation that was neither willful nor intentional,
3 two hundred dollars (\$200) for each employee, plus 25% of the amount
4 unlawfully withheld from each employee, for each initial violation that was
5 either willful or intentional, and two hundred dollars (\$200) for each
6 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
7 from each employee, for each subsequent violation, regardless of whether the
8 subsequent violation was either willful or intentional (penalties set by Labor
9 Code § 210);
- 10 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus twenty-five percent
13 (25%) of the amount unlawfully withheld from each employee, for each
14 initial violation that was either willful or intentional, and two hundred dollars
15 (\$200) for each employee, plus twenty-five percent (25%) of the amount
16 unlawfully withheld from each employee, for each subsequent violation,
17 regardless of whether the subsequent violation was either willful or
18 intentional (penalties set by Labor Code § 225.5);
- 19 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
20 citation, two hundred and fifty dollars (\$250) for each employee for each
21 violation. Alternatively, if an initial citation or its equivalent occurred before
22 the filing of this action, one thousand dollars (\$1,000) for each employee for
23 each violation (penalties set by Labor Code § 226.3);
- 24 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
25 employee for each initial pay period for which the employee was underpaid,
26 and one hundred dollars (\$100) for each employee for each subsequent pay
27 period for which the employee was underpaid (penalties set by Labor Code §
28 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, prays for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;
- (4) Unpaid wages;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Restitution;
- (8) Declaratory relief;
- (9) Pre-judgment interest;
- (10) Civil penalties;
- (11) Statutory penalties;
- (12) Costs of suit;
- (13) Reasonable attorneys' fees; and
- (14) Such other relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, hereby demands a jury trial on all issues so triable.

Dated: January 6, 2023

SETAREH LAW GROUP



SHAUN SETAREH
JOSE MARIA D. PATINO, JR.
MAXIM GORBUNOV
Attorneys for Plaintiff
DAVID SARINANA

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State
3 of California. I am over the age of 18 and not a party to the within action. My business address
4 is 9665 Wilshire Blvd., Suite 430 Beverly Hills, CA 90212.

5 On January 6, 2023, I served the foregoing documents described as:

6 **FIRST AMENDED COMPLAINT**

7 in this action by transmitting a true copy thereof addressed as follows:

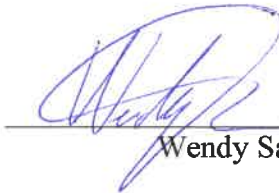
8 HPI Federal LLC
9 c/o CT Corporation System
10 28 Liberty St. New York
11 New York, NY 10005
12 **Agent for Service of Process for**
13 **Defendant HPI Federal LLC**

13 **[X] BY MAIL**

14 I am readily familiar with the practice of Setareh Law Group for the collection and
15 processing of correspondence for mailing with the United States Postal Service. It is the
16 practice that correspondence is deposited with United States Postal Service the same day it is
17 submitted for mailing with postage thereon fully prepaid at Beverly Hills, California. I am
18 aware that on motion of the party served, service is presumed invalid if postal cancellation date
19 or postage meter date is more than one day after date of deposit for mailing in affidavit.

18 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that
19 the above is true and correct.

20 Executed on January 6, 2023, at Beverly Hills, California.

21
22
23 
24 Wendy Sarabia
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