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FILED
 Superior Court of California
 County of Los Angeles

02/28/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

8
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 UNLIMITED JURISDICTION

12
 13 KAREN BOBADILLA, on behalf of herself
 and all others similarly situated, and the
 14 general public,

15 *Plaintiff,*

16 v.

17 NORDSTROM CARD SERVICES, INC., a
 Delaware corporation; NORDSTROM, INC.,
 18 a Delaware corporation; and DOES 1 through
 50, inclusive,

19 *Defendants.*

Case No. 23STCV02398

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

CLASS AND REPRESENTATIVE ACTION

FIRST AMENDED COMPLAINT

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 Indemnify (Lab. Code § 2802);
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 KAREN BOBADILLA (“Plaintiff”), on behalf of herself 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
5 NORDSTROM CARD SERVICES, INC., a Delaware corporation; NORDSTROM, INC., a
6 Delaware corporation; and DOES 1 through 50, inclusive, (collectively referred to as
7 “Defendants”) for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
8 Defendants have

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

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

27 **JURISDICTION AND VENUE**

- 28 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,

actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure §§ 393(a), 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 NORDSTROM CARD SERVICES, INC., is a Delaware corporation doing business in the state of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant NORDSTROM, INC., is a Delaware corporation doing business in the state of California.

7. 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.

8. 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

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

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

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

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

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

Wage Statement Penalties Sub-Class: All **Hourly Employee Class** 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.

Waiting Time Penalties Sub-Class: All **Hourly Employee Class** members 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.

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

Expense Reimbursement Class: All persons employed by Defendants in California who worked remotely from their home during the **Relevant Time Period**.

Regular Rate Class: All of Defendants' hourly, non-exempt employees who were not paid overtime wages for all overtime hours worked and/or premiums for meal and/or 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, Weekend Premium, Nordy Bucks, Credit Incentive, Spanish Incentive, Holiday Worked Premium, Waiting Time CA and/or non-discretionary bonuses.

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

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

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

- 8 i. Whether Defendants maintained a policy or practice of failing to provide employees
9 with their meal periods;
- 10 ii. Whether Defendants maintained a policy or practice of failing to provide employees
11 with their rest periods;
- 12 iii. Whether Defendants failed to pay premium wages to class members when they have
13 not been provided with required meal and/or rest periods;
- 14 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
15 as a result of policies that fail to provide meal periods in accordance with California
16 law;
- 17 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
18 for all time worked;
- 19 vi. Whether Defendants used payroll formulas that systematically fail to account for
20 non-discretionary bonuses and/or other applicable remuneration when calculating
21 regular rates of pay for class members;
- 22 vii. Whether Defendants failed to pay overtime wages to class members as a result of
23 incorrectly calculating their regular rates of pay;
- 24 viii. Whether Defendants failed to pay premium wages to class members based on their
25 respective “regular rates of compensation” by not including commissions and/or
26 other applicable remuneration in calculating the rates at which those wages are paid;
- 27 ix. Whether Defendants failed to reimburse class members for all necessary business
28 expenses incurred during the discharge of their duties;

- x. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- xi. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- xii. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203;
- xiii. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

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

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

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

17. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to prosecute their common claims simultaneously and efficiently in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.

Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18. Plaintiff worked for Defendants as an hourly, non-exempt employee during the applicable statutory period.

Clock In Process

19. During the applicable limitations period, Plaintiff and the putative class members had to work off-the-clock because they were not paid for all hours worked. Plaintiff and the putative class members used two computers to perform their work duties. One computer was used for job duties, including but not limited to making and receiving calls using AVIA, a program which dials phone numbers. On this same computer, Plaintiff and the putative class members pulled up customer accounts, and Nordstrom accounts for work. Plaintiff and the putative class members used the second computer for looking at emails, Microsoft Teams, and also used the second computer to punch in and out through the Work Day application.

20. Before they started each work day, Plaintiff and the putative class members first needed to turn on WYSE, which both computers were plugged into. Then, Plaintiff and the putative class members were required to turn on both computers, wait for them to load (sometimes they lagged more than usual, and took up to five (5) minutes to load). Next, on the first computer Plaintiff and the putative class members entered the CYSKO application, put in a six (6) digit password, and then completed a security step which involved using an application through their personal cell phone to scan a QR code. This involved waiting for the code to populate. After this phone step, Plaintiff and the putative class members would enter their Nordstrom email and password, this allowed Plaintiff and the putative class members to access their work programs via computer. After entering their Nordstrom password, Plaintiff and the putative class members were required to pull up their work programs, including but not limited to EVOLVE collections which had another password. Only after a long and complicated boot up process were Plaintiff and the putative class members instructed to log into their “Work Day” application and officially “clock in.”

21. Frequently, approximately twice a week, the WYSE that both computers were plugged into malfunctioned and would not turn on. When this happened Plaintiff and the putative class members were required to turn off WYSE and turn it back on, which took another few minutes to boot.

22. Upon information and belief, the entire process could take as long as twenty (20) to thirty (30) minutes per day – time which was unpaid by Defendants..

Missed Meal Periods

23. Plaintiff and the putative class were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' chronically understaffing each work shift with not enough workers; (2) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (3) Defendants' written policies which provide that "We will assume that you have been provided with your rest and meal periods."

24. As a result of Defendants' policy, Plaintiff and the putative class were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked.

Missed Rest Periods

25. Plaintiff and the putative class were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' chronically understaffing each work shift with not enough workers; (2) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (3) Defendants' written policies which provide that "We will assume that you have been provided with your rest and meal periods."

26. As a result of Defendants' policy, Plaintiff and the putative class were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked.

Regular Rate of Pay

27. The regular rate of pay under California law includes all remuneration for

1 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
2 not limited, to, commissions and non-discretionary bonuses.

3 28. During the applicable limitations period, Defendants violated the rights of Plaintiff
4 and the putative class under the above-referenced Labor Code sections by failing to pay them
5 overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198
6 as a result of not correctly calculating their regular rate of pay to include all applicable
7 remuneration, including, but not limited to, Shift Differentials, Weekend Premium, Nurdy Bucks,
8 Credit Incentive, Spanish Incentive, Holiday Worked Premium, Waiting Time CA and/or other
9 applicable remuneration that must be included when calculated their regular rates of pay.

10 **Expense Reimbursement**

11 29. At all relevant times during the applicable limitations period, Defendants required
12 Plaintiff and the putative class to incur expenses which Defendants failed and/or refused to
13 reimburse them for. Plaintiff and the putative class worked remotely in a home office and
14 telecommuted as part of their job for Defendants.

15 30. Plaintiff and the putative class were not adequately reimbursed for business expenses
16 incurred in telecommuting as a part of their job including but not limited to, broadband internet
17 expenses, electricity expenses, utility expenses, the expenses of required personal cell phone usage,
18 and/or rent expenses for the physical office space they were required to keep in their home.

19 31. Defendants failed to reimburse Plaintiff and the putative class for such necessary
20 business expenses incurred by them.

21 **Wage Statements**

22 32. Plaintiff and the putative class were not provided with accurate wage statements as
23 mandated by law pursuant to Labor Code § 226.

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

27 34. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
28 worked by the employee” were not accurately reflected in that all hours worked, including overtime

1 and “off-the-clock” work were not included.

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

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

9 37. Upon information and belief, Bobadilla and the aggrieved employees were not issued
10 with paper stubs as a detachable part of their check, and were denied access to their paystubs
11 through Defendants’ web platform after they were terminated and/or resigned.

12 38. Additionally, Defendants regularly issued Bobadilla and the aggrieved employees
13 with paystubs that were utterly incomprehensible, and included a litany of retroactive deductions
14 and inaccuracies.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PROVIDE MEAL PERIODS**

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

18 **(Plaintiff and Meal Period Sub-Class)**

19 39. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged
20 herein.

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

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

28 42. 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 43. Compensation for missed meal periods constitutes wages within the meaning of
5 Labor Code § 200.

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

8 45. 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 46. 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 47. 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 48. 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 49. Moreover, Defendants’ written policies do not provide that employees must take
26 their first meal period before the end of the fifth hour of work, that employees are entitled to a
27 second meal period if they work a shift of over ten hours, or that the second meal period must
28 commence before the end of the tenth hour of work, unless waived.

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

4 51. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
5 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
6 costs of suit.

7 52. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
8 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the **Meal**
9 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PROVIDE REST PERIODS**

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

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

14 53. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

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

18 55. Section 12 of the applicable Wage Order imposes an affirmative obligation on
19 employers to permit and authorize employees to take required rest periods at a rate of no less than
20 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
21 in the middle of each work period insofar as practicable.

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

26 57. Compensation for missed rest periods constitutes wages within the meaning of Labor
27 Code § 200.

28 58. Labor Code § 1198 makes it unlawful to employ a person under conditions that

1 violate the Wage Order.

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

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

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

11 62. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
12 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
13 costs of suit.

14 63. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
15 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest Period**
16 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

19 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

20 **(Plaintiff and Hourly Employee Class)**

21 64. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

22 65. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
23 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
24 applicable Wage Order.

25 66. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
26 which an employee is subject to the control of the employer, and includes all the time the employee
27 is suffered or permitted to work, whether or not required to do so."

28 67. Section 4 of the applicable Wage Order requires an employer to pay non-exempt

1 employees at least the minimum wage set forth therein for all hours worked, which consists of all
2 hours that an employer has actual or constructive knowledge that employees are working.

3 68. Labor Code § 1194 invalidates any agreement between an employer and an
4 employee to work for less than the minimum or overtime wage required under the applicable Wage
5 Order.

6 69. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
7 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
8 underlying unpaid minimum wages and interest thereon.

9 70. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
10 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
11 period.

12 71. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
13 person acting either individually or as an officer, agent, or employee of another person to pay an
14 employee, or cause an employee to be paid, less than the applicable minimum wage.

15 72. Labor Code § 1198 makes it unlawful for employers to employ employees under
16 conditions that violate the applicable Wage Order.

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

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

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

28 76. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to

1 pay non-exempt employees overtime wages of no less than two times the employees' respective
2 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
3 worked in excess of eight hours on a seventh consecutive workday during the workweek.

4 77. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
5 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
6 to working conditions and compensation arrangements.

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

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

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

18 81. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
19 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
20 overtime wages, interest thereon, and costs of suit.

21 82. The regular rate of pay under California law includes all remuneration for
22 employment paid, on behalf of the employer, to the employee. This requirement includes but is not
23 limited to, Shift Differentials, Weekend Premium, Nordy Bucks, Credit Incentive, Spanish
24 Incentive, Holiday Worked Premium, Waiting Time CA and/or non-discretionary bonuses.

25 83. During the applicable limitations period, Defendants violated the rights of Plaintiff
26 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing
27 to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194
28 and 1198 by not correctly calculating their regular rate of pay to include all applicable

1 remuneration, including but not limited to, Shift Differentials, Weekend Premium, Nordy Bucks,
2 Credit Incentive, Spanish Incentive, Holiday Worked Premium, Waiting Time CA and/or non-
3 discretionary bonuses.

4 84. California law uses the terms “compensation” and “pay” interchangeably and
5 requires that all applicable remuneration, including but not limited to, Shift Differentials, Weekend
6 Premium, Nordy Bucks, Credit Incentive, Spanish Incentive, Holiday Worked Premium, Waiting
7 Time CA and/or non-discretionary bonuses, be included when calculating an employee’s regular
8 rate of pay.

9 85. At all relevant times, Defendants paid Plaintiff premium wages based on a rate of
10 compensation that did not reflect, among other things, Shift Differentials, Weekend Premium,
11 Nordy Bucks, Credit Incentive, Spanish Incentive, Holiday Worked Premium, Waiting Time CA
12 and/or non-discretionary bonuses as required by Labor Code § 226.7(b) and §§ 11 and 12 of the
13 applicable Wage Order on the occasions when Defendants paid her premium wages in lieu of meal
14 and/or rest periods.

15 86. Plaintiff is informed and believes, and thereupon alleges, that, at all relevant times
16 during the applicable limitations period, Defendants maintained a policy or practice of paying
17 **Hourly Employee Class** members premium wages based on rates of compensation that have not
18 reflected Shift Differentials, Weekend Premium, Nordy Bucks, Credit Incentive, Spanish Incentive,
19 Holiday Worked Premium, Waiting Time CA and/or non-discretionary bonuses as required by
20 Labor Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the occasions when
21 Defendants paid them premium wages in lieu of meal and/or rest periods.

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

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code § 2802)**

4 **(Plaintiff and Expense Reimbursement Class)**

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

6 89. Labor Code section 2802(a) states:

7 An employer shall indemnify his or her employee for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her
9 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

10 90. At all relevant times during the applicable limitations period, Plaintiff and the
11 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
12 including but not limited to, broadband internet expenses, electricity expenses, utility expenses, the
13 expenses of required personal cell phone usage, and/or rent expenses for the physical office space
14 they were required to keep in their home and use during Bobadilla's and the aggrieved employees'
15 work hours.

16 91. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
17 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
18 discharge of their duties.

19 92. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
20 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
21 necessary business expenses incurred in the discharge of their duties.

22 93. At all relevant times during the applicable limitations period, Defendants required
23 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
24 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
25 **Reimbursement Class** members for all such expenditures.

26 94. Plaintiff is informed and believes that, during the applicable limitations period,
27 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
28 **Reimbursement Class** members for all necessary business expenses.

95. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to restitution for all unpaid amounts due and owing within four years of the date of the filing of the original Complaint and until the date of entry of judgment.

96. Plaintiff, on behalf of herself , and **Expense Reimbursement Class** members, seeks interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

97. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

98. Labor Code § 226(a) states:

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

99. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the “detachable part of the check” provision and the “accurate itemized statement in writing” provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each

1 employee retains the right to elect to receive a written paper stub or record and that those who are
2 provided with electronic wage statements retain the ability to easily access the information and
3 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
4 Letter July 6, 2006.)

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

8 101. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
9 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
10 that Defendants had the ability to provide them with accurate wage statements but had intentionally
11 provided them with written wage statements that Defendants knew do not comply with Labor Code
12 § 226(a).

13 102. Plaintiff is informed and believes and thereupon alleges that Plaintiff and **Wage**
14 **Statement Penalties Sub-Class** members were not issued with paper stubs as a detachable part of
15 their check, and were denied access to their paystubs through Defendants' web platform after they
16 were terminated and/or resigned.

17 103. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
18 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
19 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
20 and wages earned. In addition, inaccurate information on their wage statements have prevented
21 immediate challenges to Defendants' unlawful pay practices, has required discovery and
22 mathematical computations to determine the amount of wages owed, has caused difficulty and
23 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
24 inaccurate information about wages and deductions to federal and state government agencies.

25 104. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and **Wage Statement**
26 **Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the
27 initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred
28 dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a)

1 occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

2 105. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
3 the common fund doctrine, Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-**
4 **Class** members, seek awards of reasonable attorneys' fees and costs.

5 **SIXTH CAUSE OF ACTION**

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

7 **(Lab. Code §§ 201–203)**

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

9 106. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

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

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

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

18 110. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
19 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
20 all final wages within seventy-two (72) hours' of giving notice of resignation.

21 111. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
22 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

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

26 113. Plaintiff is informed and believes that, at all relevant times during the applicable
27 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
28 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code

1 §§ 201 or 202 by failing to timely pay them all final wages.

2 114. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
3 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
4 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
5 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
6 requirements.

7 115. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of herself and **Waiting**
8 **Time Penalties Sub-Class** members, seeks waiting time penalties from the respective dates that
9 their final wages had first become due until paid, up to a maximum of thirty days, and interest
10 thereon.

11 116. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
12 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time**
13 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

14 **SEVENTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION**

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

17 **(Plaintiff and UCL Class)**

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

19 118. Business and Professions Code § 17200 defines "unfair competition" to include any
20 unlawful business practice.

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

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

28 121. Plaintiff, on behalf of herself and the **UCL Class** members, re-alleges and

1 incorporates the FIRST, SECOND, THIRD, and FOURTH causes of action herein.

2 122. Plaintiff lost money and/or property as a result of the aforementioned unfair
3 competition.

4 123. Defendants have or may have acquired money by means of unfair competition.

5 124. Plaintiff is informed and believes and thereupon alleges that, by committing the
6 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
7 225, 226.6, 1175, 1199 and 2802. Defendants thus committed misdemeanors by violating the Labor
8 Code as alleged herein.

9 125. Defendants have committed criminal conduct through their policies and practices of,
10 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
11 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
12 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
13 and by failing to reimburse them for all expenses.

14 126. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
15 employees and entitled to the full protections of both the Labor Code and the applicable Wage
16 Order.

17 127. Defendants' unlawful conduct as alleged in this Complaint amounts to and
18 constitutes unfair competition within the meaning of Business and Professions Code section 17200
19 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
20 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
21 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of herself and on
22 behalf of similarly situated persons in a class-action proceeding.

23 128. As a result of Defendants' violations of the Labor Code during the applicable
24 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
25 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
26 conduct.

27 129. Plaintiff is informed and believes that other similarly situated persons have been
28 subject to the same unlawful policies or practices of Defendants.

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

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

7 132. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
8 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
9 Defendants, and each of them, and their agents and employees, from further violations of the Labor
10 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
11 order permanently enjoining Defendants, and each of them, and their respective agents and
12 employees, from further violations of the Labor Code and applicable Industrial Welfare
13 Commission Wage Orders.

14 133. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of herself
15 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
16 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
17 business practices.

18 134. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
19 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
20 attorneys' fees in connection with their unfair competition claims.

21 **EIGHTH CAUSE OF ACTION**

22 **CIVIL PENALTIES**

23 **(Lab. Code §§ 2698 *et seq.*)**

24 135. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

25 136. During the applicable limitations period, Defendants have violated Labor Code §§
26 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

27 137. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
28 herself and other current and former employees, to bring a representative civil action to recover

1 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
2 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

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

6 139. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
7 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
8 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
9 intent to investigate.

10 140. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
11 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
12 512, 1194, 1197, 1198 and 2802:

- 13 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
14 2802, one hundred dollars (\$100) for each employee per pay period for each
15 initial violation and two hundred dollars (\$200) for each employee per pay
16 period for each subsequent violation (penalties set by Labor Code §
17 2699(f)(2));
- 18 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
19 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 20 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
21 employee for each initial violation that was neither willful nor intentional,
22 two hundred dollars (\$200) for each employee, plus 25% of the amount
23 unlawfully withheld from each employee, for each initial violation that was
24 either willful or intentional, and two hundred dollars (\$200) for each
25 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
26 from each employee, for each subsequent violation, regardless of whether the
27 subsequent violation was either willful or intentional (penalties set by Labor
28 Code § 210);

- 1 iv. For violations of Labor Code § 223, 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 twenty-five percent
4 (25%) of the amount unlawfully withheld from each employee, for each
5 initial violation that was either willful or intentional, and two hundred dollars
6 (\$200) for each employee, plus twenty-five percent (25%) of the amount
7 unlawfully withheld from each employee, for each subsequent violation,
8 regardless of whether the subsequent violation was either willful or
9 intentional (penalties set by Labor Code § 225.5);
- 10 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
11 citation, two hundred and fifty dollars (\$250) for each employee for each
12 violation. Alternatively, if an initial citation or its equivalent occurred before
13 the filing of this action, one thousand dollars (\$1,000) for each employee for
14 each violation (penalties set by Labor Code § 226.3);
- 15 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
16 employee for each initial pay period for which the employee was underpaid,
17 and one hundred dollars (\$100) for each employee for each subsequent pay
18 period for which the employee was underpaid (penalties set by Labor Code §
19 558);
- 20 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
21 aggrieved employee for each initial violation of Labor Code § 1197 that was
22 intentional and two hundred and fifty dollars (\$250) for each aggrieved
23 employee per pay period for each subsequent violation of Labor Code §
24 1197, regardless of whether the initial violation was intentional (penalties set
25 by Labor Code § 1197.1);
- 26 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
27 attorneys' fees and costs in connection with Plaintiff's claims for civil
28 penalties.

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WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general 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) Statutory penalties;
- (11) Civil penalties;
- (12) Costs of suit;
- (13) Reasonable attorneys' fees; and
- (14) Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: February 24, 2023

SETAREH LAW GROUP



SHAUN SETAREH
DAVID KELEDJIAN
DAVID ARAKELYAN
Attorneys for Plaintiff
KAREN BOBADILLA

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

5 On February 28, 2023, I served the following document described as

6 **FIRST AMENDED COMPLAINT**

7 on all interested parties in this action:

8 Julie Dunne
9 Julie.Dunne@us.dlapiper.com
10 Matthew Riley
11 Matthew.Riley@us.dlapiper.com
12 DLA PIPER LLP (US)
401 B St, Ste 1700
San Diego, CA 92101-4297
13 **Attorneys for Defendant NORDSTROM**
14 **CARD SERVICES, INC. and NORDSTROM,**
INC.

15 ☒ **(BY E-MAIL OR ELECTRONIC TRANSMISSION)** Based on a court order or
16 an agreement of the parties to accept service by electronic transmission, I electronically served the
document(s) to the persons at the electronic service addresses listed above.

17 ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California
18 that the above is true and correct.

19 Executed on February 28, 2023, at Beverly Hills, California.

20
21 

22 Eric Sams