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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF CONTRA COSTA
11 UNLIMITED JURISDICTION
12

13 VICTOR GUERRA, on behalf of himself and
14 all others similarly situated, and the general
public,

15 *Plaintiff,*

16 v.

17 TRANQUILITY, INCORPORATED, a
18 California corporation; and DOES 1 through
50, inclusive,

19 *Defendants.*
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Case No. C22-02688

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 Pay Sick Time (Lab. Code §§ 246 *et seq.*);
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff VICTOR GUERRA ("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
5 TRANQUILITY, INCORPORATED, a California corporation; 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 for all sick pay;
16 (7) failed to reimburse them for all necessary business expenses;
17 (8) failed to provide them with accurate written wage statements; and
18 (9) failed to pay them all of their final wages following separation of employment.

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

22 **JURISDICTION AND VENUE**

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

26 3. Venue is proper in the County of Contra Costa pursuant to Code of Civil Procedure
27 §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that
28 are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains

1 offices, transacts business, and/or has an agent therein.

2 **PARTIES**

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

5 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
6 TRANQUILITY, INCORPORATED is, and at all relevant times mentioned herein, a California
7 corporation doing business in the State of California.

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

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

22 **CLASS ALLEGATIONS**

23 8. This action has been brought and may be maintained as a class action pursuant to
24 Code of Civil Procedure § 382, because there is a well-defined community of interest among the
25 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
26 unaware of any difficulties likely to be encountered in managing this case as a class action.

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

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

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

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

7 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
8 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.

9 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
10 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.

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

13 **Expense Reimbursement Class:** All persons employed by Defendants in California
14 who incurred business expenses during the **Relevant Time Period**.

15 **Sick Pay Class:** All persons employed by Defendants in California who were eligible
to receive compensation for "sick pay" during the **Relevant Time Period**.

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

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

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

- 26 i. Whether Defendants maintained a policy or practice of failing to provide employees
27 with their meal periods;
28 ii. Whether Defendants maintained a policy or practice of failing to provide employees

- 1 with their rest periods;
- 2 iii. Whether Defendants failed to pay premium wages to class members when they have
- 3 not been provided with required meal and/or rest periods;
- 4 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
- 5 as a result of policies that fail to provide meal periods in accordance with California
- 6 law;
- 7 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
- 8 for all time worked;
- 9 vi. Whether Defendants refused to pay sick time;
- 10 vii. Whether Defendants failed to reimburse class members for all necessary business
- 11 expenses incurred during the discharge of their duties;
- 12 viii. Whether Defendants failed to provide class members with accurate written wage
- 13 statements as a result of providing them with written wage statements with
- 14 inaccurate entries for, among other things, amounts of gross and net wages, and total
- 15 hours worked;
- 16 ix. Whether Defendants applied policies or practices that result in late and/or incomplete
- 17 final wage payments;
- 18 x. Whether Defendants are liable to class members for waiting time penalties under
- 19 Labor Code section 203;
- 20 xi. Whether class members are entitled to restitution of money or property that
- 21 Defendants may have acquired from them through unfair competition;

22 13. **Typicality**: Plaintiff's claims are typical of the other class members' claims. Plaintiff

23 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing

24 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

25 14. **Adequacy of Class Representative**: Plaintiff is an adequate class representative in

26 that he has no interests that are adverse to or otherwise conflict with the interests of absent class

27 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly

28 and adequately represent and protect the interests of the other class members.

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

5 16. **Superiority:** A class action is vastly superior to other available means for fair and
6 efficient adjudication of the class members' claims and would be beneficial to the parties and the
7 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
8 common claims simultaneously and efficiently in a single forum without the unnecessary
9 duplication of effort and expense that numerous individual actions would entail. In addition, the
10 monetary amounts due to many individual class members are likely to be relatively small and would
11 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
12 Moreover, a class action will serve an important public interest by permitting class members to
13 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
14 potential for inconsistent or contradictory judgments inherent in individual litigation.

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

16 17. Plaintiff worked for Defendants as an hourly, non-exempt employee from
17 approximately June 2019 through February 2022.

18 **Shortened Meal Periods**

19 18. Plaintiff alleges that, at all relevant times during the applicable limitations period,
20 Defendants maintained a policy or practice of requiring Plaintiff and the putative class to wait in a
21 line to clock in and out for their meal periods. Plaintiff and the putative class were required to first
22 wait in a line where employees were simultaneously seeking to use their fingerprint and enter their
23 employee ID to punch in and punch out.

24 19. Accordingly, Plaintiff and the putative class were provided with shortened meal
25 periods due to the time spent punching in and punching out, and returning to their workstations.

26 20. Upon information and belief, Plaintiff alleges that, at relevant times during the
27 applicable limitations period, Defendants maintained a policy or practice of disciplining Plaintiff
28 and members of the putative class, up to and including termination, if they did not clock back in

1 from their meal periods on time.

2 21. Plaintiff alleges that, at relevant times during the applicable limitations period, due
3 to Defendants' above-mentioned policy or practice, Plaintiff and the putative class did not receive
4 their full thirty (30) minute uninterrupted meal periods that they were entitled to under California
5 law.

6 **COVID Screening and Off-the-Clock Work**

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

10 23. Plaintiff and the putative class regularly started work before their scheduled work
11 hours and were not paid for this time. Plaintiff and the putative class were required to take their
12 temperature and complete a COVID related questionnaire intended to screen for exposure and/or
13 possible symptoms of COVID-19. Plaintiff and the putative class were instructed to complete the
14 temperature screening and COVID questionnaire prior to clocking-in for their work shifts.

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

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

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

25 27. As a result of Defendants' policies and practices, Plaintiff and the putative class were
26 not paid for all hours worked.

27 **Late, Interrupted, and Missed Meal Periods**

28 28. Plaintiff and the putative class were not provided with meal periods of at least thirty

1 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
2 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
3 enough workers; and (3) imposing so much work on each employee such that it made it unlikely
4 that an employee would be able to take their breaks if they wanted to finish their work on time.

5 29. On many occasions when Plaintiff and the putative class were nearing the 5th hour
6 of work, their managers and supervisors instructed Plaintiff and the putative class to clock out and
7 keep working. Plaintiff and the putative class were required to clock out for meal periods even
8 though they continued to perform work with the full knowledge of their supervisors.

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

10 30. During their employment with Defendants, Plaintiff and the putative class regularly
11 worked shifts of eight to twelve hours per day, without being afforded a meal break during the first
12 five hours, and/or a second meal break after ten hours, as required by California law. Defendants
13 had a policy of automatically deducting thirty minutes from Plaintiff's and the putative class'
14 paychecks, regardless of whether Plaintiff and the putative class received a meal period or not.

15 31. As a result of Defendants' policies and practices, Plaintiffs and the putative class
16 were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each
17 five (5) hours worked.

18 **Missed Rest Periods**

19 32. Plaintiff and the putative class were not provided with rest periods of at least ten
20 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
21 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
22 each work shift with not enough workers; and (3) imposing so much work on each employee such
23 that it made it unlikely that an employee would be able to take their breaks if they wanted to finish
24 their work on time.

25 33. Defendants have a policy and/or practice of requiring Plaintiff and the putative class
26 to remain on duty and on premises to respond to work exigencies as they arise. Therefore, on many
27 occasions Plaintiff and the putative class's rest breaks were shortened, interrupted, or missed
28 entirely.

34. 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.

Sick Pay

35. Upon information and belief, Plaintiff alleges that Plaintiff and the putative class members were not provided with sick time that they were legally entitled to.

36. Plaintiff was eligible to receive sick time, Plaintiff requested sick time, and Defendants refused.

37. Upon information and belief, Plaintiff alleges that Plaintiff and the putative class were not provided with sick time, although they were eligible for sick time pay, and were entitled to it.

Expense Reimbursement

38. At all relevant times during the applicable limitations period, Defendants required Plaintiff and the putative class to incur expenses which Defendants failed and/or refused to reimburse them for including, but not limited to, gas and mileage for work related errands in their personal vehicles, required use of their personal cellphones and required use of personal maintenance tools.

39. At all relevant times during the applicable limitations period, Defendants required Plaintiff and the putative class to drive their personal vehicles on work related errands, for instance to Home Depot. Plaintiff and the putative class were also instructed by their managers and supervisors to use their personal cellphones to communicate regarding work. Additionally, Plaintiff and the putative class were required to use personal maintenance tools to complete their tasks. As such, Defendants failed to indemnify Plaintiff and the putative class for such expenses both during and after their employment ended.

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

Wage Statements

41. Plaintiff and the putative class were not provided with accurate wage statements as

1 mandated by law pursuant to Labor Code § 226.

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

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

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

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

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

21 47. 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 48. 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 49. 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 50. Compensation for missed meal periods constitutes wages within the meaning of
5 Labor Code § 200.

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

8 52. 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 53. 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 54. 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 55. 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 56. Plaintiff alleges that, at all relevant times during the applicable limitations period,
26 Defendants maintained a policy or practice of automatically deducting one-half hour for a meal
27 period from the paychecks of **Meal Period Sub-Class** members on each day they worked,
28 regardless of whether or not they were able to take an uninterrupted, duty-free meal period.

1 57. 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 58. 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 59. 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 60. 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 61. 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 62. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

24 63. 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 64. 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 65. 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 66. Compensation for missed rest periods constitutes wages within the meaning of Labor
8 Code § 200.

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

11 68. 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 69. 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 70. Specifically, upon information and belief, Plaintiff alleges that Defendants written
18 policies do not provide that employees may take a rest period for each four hours worked, or major
19 fraction thereof, nor that rest periods should be taken in the middle of each work period insofar as
20 practicable.

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

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

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1 82. 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 83. 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 84. 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 85. 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 86. 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 87. 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 88. At all relevant times during the applicable limitations period, Defendants maintained
23 a policy or practice of automatically deducting one-half hour from Plaintiff's time on every
24 workday for a meal period, regardless of whether or not Plaintiff was provided with a meal period.

25 89. 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-half
27 hour from **Hourly Employee Class** members' timecard on every workday for a meal period,
28 regardless of whether or not **Hourly Employee Class** members were provided with a meal period.

1 90. As a result of Defendants' policy or practice of automatically deducting one-half
2 hour from employees' time 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 91. 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 92. 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 93. 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 94. 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 95. 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 96. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
25 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly**
26 **Employee Class** members, seeks to recover reasonable attorneys' fees.

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE SICK PAY
(Lab. Code §§ 245, et seq.)
(Plaintiff and Sick Pay Sub-Class)

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

98. Labor Code section 246(a)(1) states in pertinent part:

An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

99. Labor Code section 246(b)(1) states in pertinent part:

An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operate date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.

100. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants have maintained a policy and practice of not paying **Sick Pay Sub-Class** members paid sick days as required by Labor Code § 245, *et sequitur* during their employment when **Sick Pay Sub-Class** members were out due to covered reasons.

101. By reason of the above, Plaintiff and the members of the **Sick Pay Sub-Class** are entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of the filing of the Complaint until the date of entry of judgment.

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

FIFTH CAUSE OF ACTION
FAILURE TO INDEMNIFY
(Lab. Code § 2802)

(Plaintiff and Expense Reimbursement Class)

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

104. Labor Code section 2802(a) states:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her

1 duties, or of his or her obedience to the directions of the employer, even though
2 unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

3 105. At all relevant times during the applicable limitations period, Plaintiff and the
4 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
5 including but not limited to, gas and mileage for work related errands in their personal vehicles,
6 required use of their personal cellphones and required use of personal maintenance tools.

7 106. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
8 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
9 discharge of their duties.

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

13 108. At all relevant times during the applicable limitations period, Defendants required
14 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
15 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
16 **Reimbursement Class** members for all such expenditures.

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

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

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

26 ///

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28 ///

1 SIXTH CAUSE OF ACTION

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

3 **(Lab. Code § 226)**

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

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

6 113. Labor Code § 226(a) states:

7 An employer, semimonthly or at the time of each payment of wages, shall furnish to
8 his or her employee, either as a detachable part of the check, draft, or voucher paying
9 the employee's wages, or separately if wages are paid by personal check or cash, an
10 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
11 worked by the employee, except as provided in subdivision (j), (3) the number of
12 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
13 rate basis, (4) all deductions, provided that all deductions made on written orders of
14 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
15 inclusive dates of the period for which the employee is paid, (7) the name of the
16 employee and only the last four digits of his or her social security number or an
17 employee identification number other than a social security number, (8) the name and
18 address of the legal entity that is the employer and, if the employer is a farm labor
19 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
20 legal entity that secured the services of the employer, and (9) all applicable hourly
21 rates in effect during the pay period and the corresponding number of hours worked
22 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
23 temporary services employer as defined in Section 201.3, the rate of pay and the total
24 hours worked for each temporary services assignment. The deductions made from
25 payment of wages shall be recorded in ink or other indelible form, properly dated,
26 showing the month, day, and year, and a copy of the statement and the record of the
27 deductions shall be kept on file by the employer for at least three years at the place of
28 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.

114. 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
employee retains the right to elect to receive a written paper stub or record and that those who are
provided with electronic wage statements retain the ability to easily access the information and
convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
Letter July 6, 2006.)

115. Plaintiff is informed and believes that, at all relevant times during the applicable
limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**

1 members with written wage statements as described above.

2 116. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage**
3 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
4 that Defendants had the ability to provide them with accurate wage statements but had intentionally
5 provided them with written wage statements that Defendants knew do not comply with Labor Code
6 § 226(a).

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

15 118. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage**
16 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars
17 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and
18 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §
19 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class
20 member.

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

24 SEVENTH CAUSE OF ACTION

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

26 **(Lab. Code §§ 201–203)**

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

28 120. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

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

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

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

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

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

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

17 127. Plaintiff is informed and believes that, at all relevant times during the applicable
18 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
19 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
20 §§ 201 or 202 by failing to timely pay them all final wages.

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

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

1 interest thereon.

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

5 **EIGHTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

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

8 **(Plaintiff and UCL Class)**

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

10 132. Business and Professions Code § 17200 defines "unfair competition" to include any
11 unlawful business practice.

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

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

19 135. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and
20 incorporates the FIRST, SECOND, THIRD, FOURTH, and FIFTH causes of action herein.

21 136. Plaintiff lost money and/or property as a result of the aforementioned unfair
22 competition.

23 137. Defendants have or may have acquired money by means of unfair competition.

24 138. Plaintiff is informed and believes and thereupon alleges that, by committing the
25 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
26 226.6, 1199 and 2802. Defendants thus committed misdemeanors by violating the Labor Code as
27 alleged herein.

28 139. Defendants have committed criminal conduct through their policies and practices of,

1 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
2 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
3 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
4 and by failing to reimburse them for all expenses.

5 140. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
6 employees and entitled to the full protections of both the Labor Code and the applicable Wage
7 Order.

8 141. Defendants' unlawful conduct as alleged in this Complaint amounts to and
9 constitutes unfair competition within the meaning of Business and Professions Code section 17200
10 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
11 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
12 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of himself and on
13 behalf of similarly situated persons in a class-action proceeding.

14 142. As a result of Defendants' violations of the Labor Code during the applicable
15 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
16 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
17 conduct.

18 143. Plaintiff is informed and believes that other similarly situated persons have been
19 subject to the same unlawful policies or practices of Defendants.

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

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

26 146. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
27 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
28 Defendants, and each of them, and their agents and employees, from further violations of the Labor

1 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
2 order permanently enjoining Defendants, and each of them, and their respective agents and
3 employees, from further violations of the Labor Code and applicable Industrial Welfare
4 Commission Wage Orders.

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

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

12 **NINTH CAUSE OF ACTION**

13 **CIVIL PENALTIES**

14 **(Lab. Code §§ 2698 *et seq.*)**

15 149. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

16 150. During the applicable limitations period, Defendants have violated Labor Code §§
17 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

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

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

25 153. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
26 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
27 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
28 intent to investigate.

1 154. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
2 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
3 512, 1194, 1197, 1198 and 2802:

4 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
5 2802, one hundred dollars (\$100) for each employee per pay period for each
6 initial violation and two hundred dollars (\$200) for each employee per pay
7 period for each subsequent violation (penalties set by Labor Code §
8 2699(f)(2));

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

11 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
12 employee for each initial violation that was neither willful nor intentional,
13 two hundred dollars (\$200) for each employee, plus 25% of the amount
14 unlawfully withheld from each employee, for each initial violation that was
15 either willful or intentional, and two hundred dollars (\$200) for each
16 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
17 from each employee, for each subsequent violation, regardless of whether the
18 subsequent violation was either willful or intentional (penalties set by Labor
19 Code § 210);

20 iv. For violations of Labor Code § 223, 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 twenty-five percent
23 (25%) of the amount unlawfully withheld from each employee, for each
24 initial violation that was either willful or intentional, and two hundred dollars
25 (\$200) for each employee, plus twenty-five percent (25%) of the amount
26 unlawfully withheld from each employee, for each subsequent violation,
27 regardless of whether the subsequent violation was either willful or
28 intentional (penalties set by Labor Code § 225.5);

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

20 **PRAYER FOR RELIEF**

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

- 23 (1) An order that the action be certified as a class action;
24 (2) An order that Plaintiff be appointed class representative;
25 (3) An order that counsel for Plaintiff be appointed class counsel;
26 (4) Unpaid wages;
27 (5) Actual damages;
28 (6) Liquidated damages;

- 1 (7) Restitution;
2 (8) Declaratory relief;
3 (9) Pre-judgment interest;
4 (10) Statutory penalties;
5 (11) Civil penalties;
6 (12) Costs of suit;
7 (13) Reasonable attorneys' fees; and
8 (14) Such other relief as the Court deems just and proper.

9 **DEMAND FOR JURY TRIAL**

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

12
13 Dated: February 21, 2023

SETAREH LAW GROUP

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15 
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17 SHAUN SETAREH
18 WILLIAM M. PAO
19 NOLAN DILTS
20 Attorneys for Plaintiff
21 VICTOR GUERRA
22
23
24
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28

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 22, 2023, I served the following document described as

6 **FIRST AMENDED COMPLAINT**

7 on all interested parties in this action:

8 Tranquility, Incorporated
9 c/o Camille Marx
10 1050 San Miguel Rd
Concord, CA 94518

11 **Agent for Service of Process for Defendant**
12 **TRANQUILITY, INCORPORATED**

13 ☐ **(BY E-MAIL OR ELECTRONIC TRANSMISSION)** Based on a court order or
14 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.

15 ☒ **(BY MAIL, 1013a, 2015.5 C.C.P.)**

16 ☒ The documents described above by placing ☒ a true copy of which ☐ the original
17 thereof were enclosed in sealed envelopes addressed to all those identified above. I deposited such
18 envelope in the mail at Beverly Hills, California. The envelope was mailed with postage thereon
fully prepaid.

19 ☒ I am readily familiar with the firm's practice for collection and processing
20 correspondence for mailing. Under that practice, this document will be deposited with the U.S.
21 Postal Service on this date with postage thereon fully prepaid at Los Angeles, California in the
22 ordinary course of business. I am aware that on motion of the party served, service is presumed
invalid if postal cancellation date or postage meter date is more than one day after date of deposit
for mailing in affidavit.

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

25 Executed on February 22, 2023, at Beverly Hills, California.

26 

27 Eric Sams
28