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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

TIFFANY ANN STEWART and JOSHUA
CLAY TELEHALA-COURTNEY, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act ("PAGA"),

Plaintiffs,

vs.

LAWRENCE LIVERMORE NATIONAL
SECURITY, LLC, a Delaware limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Case No.: 25CV143452

**FIRST AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties Under PAGA [Cal. Lab.
Code §§ 2699, et seq.].

DEMAND FOR JURY TRIAL



1 Plaintiffs Tiffany Ann Stewart and Joshua Clay Telehala-Courtney (“Plaintiffs”),
2 individually, and on behalf of other aggrieved employees pursuant to the California Private
3 Attorney General Act (“PAGA”), based upon facts that either have evidentiary support or
4 are likely to have evidentiary support after a reasonable opportunity for further
5 investigation and discovery, alleges as follows:

6 **INTRODUCTION & PRELIMINARY STATEMENT**

7 1. Plaintiffs bring this action against Defendant Lawrence Livermore National
8 Security, LLC; and Does 1 through 10 (collectively referred to as “Defendants”) for civil
9 penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 et
10 seq. stemming from Defendants’ failure to pay minimum wages, failure to pay overtime wages,
11 failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain
12 accurate records of hours worked and meal periods, failure to timely pay all wages to terminated
13 employees, failure to indemnify necessary business expenses, failure to pay all earned wages
14 twice per month, and failure to furnish accurate wage statements.

15 2. All past and present non-exempt, hourly-paid employees of Defendants in
16 California, but whose employment was not covered by a collective bargaining agreement, during
17 the applicable statute of limitations period who are or were harmed by Defendants’ illegal
18 practices are “Aggrieved Employees.”

19 3. Plaintiffs bring this action against Defendants seeking to recover penalties for
20 themselves, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf
21 of the State of California. Plaintiffs do not seek to recover anything other than penalties as
22 permitted by California Labor Code Section 2698 at this time. To the extent that statutory
23 violations are mentioned for wage violations, Plaintiffs do not seek underlying general and/or
24 special damages for those violations, but simply penalties as permitted by California Labor
25 Code Section 2698, declaratory relief, and injunctive relief for himself and all aggrieved
26 employees as permitted by the PAGA.

27 4. Defendants own/owned and operate/operated an industry, business, and
28 establishment within the State of California, including Alameda County. As such, and based

1 upon all the facts and circumstances incident to Defendants' business in California,
2 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
3 Welfare Commission ("IWC"), and the California Business & Professions Code.

4 5. Despite these requirements, throughout the statutory period Defendants
5 maintained a systematic, company-wide policy and practice of:

- 6 (a) Failing to pay employees for all hours worked, including all minimum
7 wages, and overtime wages in compliance with the California Labor
8 Code and IWC Wage Orders;
- 9 (b) Failing to provide employees with timely and duty-free meal periods in
10 compliance with the California Labor Code and IWC Wage Orders,
11 failing to maintain accurate records of all meal periods taken or missed,
12 and failing to pay an additional hour's pay for each workday a meal
13 period violation occurred;
- 14 (c) Failing to authorize and permit employees to take timely and duty-free
15 rest periods in compliance with the California Labor Code and IWC
16 Wage Orders, and failing to pay an additional hour's pay for each
17 workday a rest period violation occurred;
- 18 (d) Failing to indemnify employees for necessary business expenses
19 incurred;
- 20 (e) Willfully failing to pay employees all minimum wages, overtime wages,
21 meal period premium wages, and rest period premium wages due within
22 the time period specified by California law when employment
23 terminates;
- 24 (f) Failing to maintain accurate records of the hours that employees worked;
- 25 (g) Failing to provide employees with accurate, itemized wage statements
26 containing all the information required by the California Labor Code and
27 IWC Wage Orders, and
- 28 (h) Failing to pay all earned wages twice per month.



6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendant are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff Stewart is a California resident that worked for Defendants in the County of Alameda, State of California, as an hourly, non-exempt Administrator and Tour Guide since approximately June 2000.

9. Plaintiff Telehala-Courtney is a California resident that worked for Defendants in the County of Alameda, State of California, as an hourly, non-exempt Chemical Laboratory Technician from approximately August 2023 to November 2025.

B. Defendants

1. Plaintiffs are informed and believes, and based upon that information and belief alleges, that Defendant Lawrence Livermore National Security, LLC is:

- (a) A Delaware corporation with its principal place of business in Livermore, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Alameda; and
- (c) The current employer of Plaintiff, and the current and/or former employer of the Aggrieved Employees. Defendant suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.



1 2. Plaintiffs do not currently know the true names or capacities of the persons or
2 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
3 names. Each of the Doe Defendants was in some manner legally responsible for the damages
4 suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
5 complaint to set forth the true names and capacities of these Defendants when they have been
6 ascertained, together with appropriate charging allegations, as may be necessary.

7 3. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
9 and/or injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of
10 California.

11 4. Plaintiffs are informed and believe and thereon allege that at all relevant times
12 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
13 and the other employees described in the Aggrieved Employees definitions below, and exercised
14 control over their wages, hours, and working conditions. Plaintiffs are informed and believe and
15 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
16 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
17 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
18 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
19 such other relationships to some or all of the other Defendants so as to be liable for their conduct
20 with respect to the matters alleged below. Plaintiffs are informed and believes and thereon
21 alleges that each Defendant acted pursuant to and within the scope of the relationships alleged
22 above, that each Defendant knew or should have known about, and authorized, ratified, adopted,
23 approved, controlled, aided and abetted the conduct of all other Defendants.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 14. Plaintiff Stewart is a California resident who worked for Defendants in the County
26 of Alameda, State of California, as a Administrator and Tour Guide since approximately June
27 2000. During the statutory period, Defendants classified Plaintiff as non-exempt from
28 California's overtime requirements, and paid Plaintiff an hourly wage.



1 15. Plaintiff Telehala-Courtney is a California resident who worked for Defendants in
2 the County of Alameda, State of California, as a Chemical Laboratory Technician from
3 approximately August 2023 to November 2025. During the statutory period, Defendants
4 classified Plaintiff Telehala-Courtney as non-exempt from California's overtime requirements,
5 and paid Plaintiff an hourly wage.

6 16. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
7 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
8 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
9 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
10 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
11 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
12 working for Defendants was typical and illustrative.

13 17. Throughout the statutory period, Defendants maintained a policy and practice of
14 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including all overtime
15 wages. Defendants also regularly used a system of time rounding in a manner that resulted, over
16 a period of time, in failing to compensate Plaintiffs and the Aggrieved Employees properly for all
17 the time they have actually worked, even though the realities of Defendants' operations are such
18 that it is possible, practical, and feasible to count and pay for work time to the minute. Also
19 throughout the statutory period, Plaintiffs and the Aggrieved Employees regularly worked off-
20 the-clock, without compensation. For example, Plaintiffs and the Aggrieved Employees were
21 required to discuss work-related issues with their supervisors after their scheduled hours, but
22 were not compensated for this additional time worked. Additionally, Defendants would often
23 record Plaintiffs and the Aggrieved Employees' scheduled hours rather than actual time worked,
24 despite Plaintiffs and the Aggrieved Employees working before and after scheduled hours and
25 during meal periods. Further, Plaintiffs and the Aggrieved Employees were required to wear their
26 company radios at all times, including during meal periods, and were required to respond to work
27 requests from supervisors while clocked out during purported meal periods. As a result, Plaintiffs
28 and the Aggrieved Employees performed these work tasks off-the-clock and were not

1 compensated for this time worked. In maintaining a practice of not paying all wages owed,
2 Defendants failed to maintain accurate records of the hours Plaintiffs and the Aggrieved
3 Employees worked.

4 18. Throughout the statutory period, Defendants have wrongfully failed to provide
5 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
6 regularly required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive
7 hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period
8 for every five hours of work, or without compensating Plaintiffs and the Aggrieved Employees
9 for meal periods that were not provided by the end of the fifth hour of work or tenth hour of
10 work. Defendants did not adequately inform Plaintiffs and the Aggrieved Employees of their
11 right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10
12 hours, by the end of the tenth hour of work. Plaintiffs and the Aggrieved Employees were often
13 required to work during their meal periods, leading to the failure to provide uninterrupted meal
14 periods. For example, Plaintiffs and the Aggrieved Employees were required to prioritize urgent
15 work tasks before starting their meal periods or during their meal periods, resulting in late,
16 shortened, interrupted, or missed meal periods. These requirements also meant Plaintiffs and the
17 Aggrieved Employees were not relieved of all duty during their meal periods. Additionally,
18 Plaintiffs and the Class were required to respond to work calls and communications while on
19 their purported meal periods resulting in short or interrupted meal periods. Further, Plaintiffs and
20 the Aggrieved Employees were required to wear their company radios at all times, including
21 during meal periods, and were required to respond to work requests from supervisors while
22 clocked out during purported meal periods. Moreover, despite failing to provide compliant meal
23 periods, Defendants maintained a practice of recording Plaintiffs and the Aggrieved Employees'
24 scheduled meal period times rather than actual meal period start and end times, in order to reflect
25 the recordation of a compliant meal period. As a result, Plaintiffs and the Aggrieved Employees
26 were not provided with uninterrupted and complete meal periods. Despite this, Plaintiffs and the
27 Aggrieved Employees were not paid the appropriate meal period premiums. . Accordingly,
28

1 Defendants' policy and practice was to not provide meal periods to Plaintiffs and the Aggrieved
2 Employees in compliance with California law.

3 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
4 and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
5 Defendants sometimes required Plaintiffs and the Aggrieved Employees to work in excess of
6 four consecutive hours a day without Defendants authorizing and permitting them to take a 10-
7 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction
8 of four hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods
9 that were not authorized or permitted. Defendants also did not adequately inform Plaintiffs and
10 the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
11 adequate policies or practices permitting or authorizing rest periods for Plaintiffs and the
12 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
13 timing of rest periods. Defendants also did not have adequate policies or practices to verify
14 whether Plaintiffs and the Aggrieved Employees were taking their required rest periods. Further,
15 Defendants did not maintain accurate records of employee work periods, and therefore
16 Defendants cannot demonstrate that Plaintiffs and the Aggrieved Employees took rest periods
17 during the middle of each work period. For example, Plaintiffs and the Aggrieved Employees
18 were required to prioritize work tasks over taking rest periods and were often required to forgo
19 their rest periods. Additionally, Plaintiffs and the Aggrieved Employees were required to wear
20 their company radios at all times, including during rest periods, and were required to respond to
21 work requests from supervisors while on their purported rest periods. As a result, Plaintiffs and
22 the Aggrieved Employees were rarely provided with compliant rest periods and were regularly
23 required to work through their rest periods. Despite this, Plaintiff and the Aggrieved Employees
24 were not paid the appropriate rest period premiums. Accordingly, Defendants' policy and
25 practice was to not authorize and permit Plaintiffs and the Aggrieved Employees to take rest
26 periods in compliance with California law.

27 20. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
28 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for

1 Defendant without reimbursement. For example, Plaintiffs and the Aggrieved Employees were
2 required to use their personal cell phones to communicate with managers and coworkers
3 regarding work-related issues and were not reimbursed for this expense. Plaintiffs and the
4 Aggrieved Employees were also required to purchase tools but were not reimbursed for these
5 expenses. Plaintiffs and the Aggrieved Employees were also required to use their personal
6 vehicles for work purposes, but were not reimbursed for these costs. Plaintiff and the Aggrieved
7 Employees were not adequately compensated for these work-related expenses.

8 21. Throughout the statutory period, Defendants willfully failed and refused to timely
9 pay Plaintiff Telehala-Courtney and Aggrieved Employees at the conclusion of their employment
10 all wages for all minimum wages, overtime wages, meal period premium wages, and rest period
11 premium wages. Further, Defendants did not pay Plaintiffs and the Aggrieved Employees their
12 final paychecks immediately upon termination.

13 22. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
14 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
15 rates, and all gross and net wages earned (including correct hours worked, correct wages
16 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
17 were not provided in accordance with California law, correct wages for rest periods that were
18 not authorized and permitted to take in accordance with California law, and Defendant's
19 address). As a result of these violations of California Labor Code § 226(a), the Plaintiff and
20 the Aggrieved Employees suffered injury because, among other things:

- 21 (a) the violations led them to believe that they were not entitled to be paid
22 minimum wages, overtime wages, meal period premium wages, and rest
23 period premium wages to which they were entitled, even though they
24 were entitled;
- 25 (b) the violations led them to believe that they had been paid the minimum,
26 overtime, meal period premium, and rest period premium wages, even
27 though they had not been;
- 28

- 1 (c) the violations led them to believe they were not entitled to be paid
2 minimum, overtime, meal period premium, and rest period premium
3 wages at the correct California rate even though they were;
- 4 (d) the violations led them to believe they had been paid minimum,
5 overtime, meal period premium, and rest period premium wages at the
6 correct California rate even though they had not been;
- 7 (e) the violations hindered them from determining the amounts of minimum,
8 overtime, meal period premium, and rest period premium owed to them;
- 9 (f) in connection with their employment before and during this action, and
10 in connection with prosecuting this action, the violations caused them to
11 have to perform mathematical computations to determine the amounts of
12 wages owed to them, computations they would not have to make if the
13 wage statements contained the required accurate information;
- 14 (g) by understating the wages truly due them, the violations caused them to
15 lose entitlement and/or accrual of the full amount of Social Security,
16 disability, unemployment, and other governmental benefits;
- 17 (h) the wage statements inaccurately understated the wages, hours, and
18 wages rates to which Plaintiffs and the Aggrieved Employees were
19 entitled, and Plaintiffs and the Aggrieved Employees were paid less than
20 the wages and wage rates to which they were entitled.

21 Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in
22 California Labor Code § 226(e), including actual damages.

23 **FIRST CAUSE OF ACTION**

24 **(Against all Defendants for Civil Penalties Under the Private Attorneys General**
25 **Act of 2004, Cal. Lab. Code § 2698 et seq.)**

26 23. Plaintiffs incorporate by reference and re-alleges all preceding paragraphs as
27 though fully set forth herein.
28

1 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 25. California Labor Code § 2699(a) specifically provides for a private right of action
4 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
5 law, any provision of this code that provides for a civil penalty to be assessed and collected by
6 the Labor and Workforce Development Agency or any of its departments, divisions,
7 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
8 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
9 herself and other current or former employees pursuant to the procedures specified in Section
10 2699.3.”

11 26. Plaintiffs have exhausted their administrative remedies pursuant to California
12 Labor Code § 2699.3. On February 28, 2025, Plaintiff Stewart gave written notice by online
13 filing to the Labor and Workforce Development Agency and by certified mail to Defendants of
14 the specific provisions of the Labor Code that Defendants have violated against Plaintiff Stewart
15 and current and former aggrieved employees, including the facts and theories to support the
16 violations. Plaintiff Stewart also paid the filing fee. On June 2, 2026, Plaintiffs submitted and
17 amended written notice to the Labor and Workforce Development Agency and by certified mail
18 to Defendants identifying Plaintiff Telehala-Courtney as an additional representative. Plaintiffs’
19 PAGA case number is LWDA-CM-1083292-25.

20 27. The statute of limitations is tolled while a plaintiffs exhausts his/her administrative
21 remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit,
22 which is required by the statute. (See Cal. Lab. Code § 2699.3(d).)

23 28. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
24 Workforce Development Agency has not indicated that it intends to investigate Defendants’
25 Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
26 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
27 the Labor Code described in this Complaint. These penalties include, but are not limited to,
28 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

1 29. In addition, Plaintiffs seek penalties for Defendants' violation of California
2 Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including
3 any entity, employing labor who willfully fails to maintain accurate and complete records
4 required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to
5 the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when
6 the employee begins and ends each work period. Meal periods, and total hours worked daily
7 shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
8 employer shall keep total hours worked in the payroll period and applicable rates of pay.

9 30. During the time period of employment for Plaintiffs and the Aggrieved
10 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC
11 Orders by failing to maintain accurate records showing meal periods, and accurate records
12 showing when employees begin and end each work period. Defendants' failure to provide and
13 maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the
14 Aggrieved Employees the ability to know, understand and question the accuracy and
15 frequency of meal periods, and the accuracy of their hours worked stated in Defendants'
16 records. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the
17 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
18 Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and
19 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost
20 interest on such wages and expenses and attorney's fees in seeking to compel Defendants to
21 fully perform their obligation under state law, all to their respective damage in amounts
22 according to proof at trial. Because of Defendants' knowing failure to comply with the Labor
23 Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also
24 suffered an injury in that they were prevented from knowing, understanding, and disputing the
25 wage payments paid to them.

26 31. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
27 award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
28 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount

1 to be shown according to proof at trial. These penalties are in addition to all other remedies
2 permitted by law.

3 32. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
4 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
5 any action shall be entitled to an award of reasonable attorney's fees and costs."

6 **PRAYER FOR RELIEF**

7 Plaintiffs, on behalf of all similarly Aggrieved Employees, prays for relief and
8 judgment against Defendants, jointly and severally, as follows:

9 1. That the Court declare, adjudge and decree that Defendants violated the
10 California Labor Code by failing to pay wages for all hours worked (including minimum,
11 straight time, and overtime wages), failing to provide meal periods, failing to authorize and
12 permit rest periods, failure to indemnify necessary business expenses, failing to furnish
13 accurate wage statements, and failing to maintain accurate records of all hours worked and
14 meal periods;

15 2. An award of civil penalties on behalf of all similarly aggrieved employees
16 pursuant to PAGA;

17 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

18 4. Attorneys' fees and costs reasonably incurred;

19 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

20 6. Such other and further relief that the Court deems proper.

21
22 Dated: August 3, 2026

Respectfully submitted,

23 **THE SENTINEL FIRM, APC**

24
25 By: 

26 Seung L. Yang
27 Tiffany Hyun
28 Andrew Weaver
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: August 3, 2026

THE SENTINEL FIRM, APC

By: 

Seung L. Yang
Tiffany Hyun
Andrew Weaver
Attorneys for Plaintiffs



1 **PROOF OF SERVICE**

2 Case No.: 25CV143452

3 *Stewart v. Lawrence Livermore National Laboratory*

4 **STATE OF CALIFORNIA COUNTY OF LOS ANGELES**

5 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a
6 party to the within suit. The name and address of my residence or business is The Sentinel Firm,
APC, 707 Wilshire Blvd., Suite 4700, Los Angeles, California 90017. On the date indicated below,
I served the document described as:

7 **FIRST AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT**

8 on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to
9 interested parties as follows [or] [] as stated on the attached service list:

10 **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**

11 *Attorneys for Defendant Lawrence Livermore National Security, LLC*

12 Brooke S. Purcell (bpurcell@sheppardmullin.com)

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15 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California,
16 by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-
mail janeth.aguirre@thesentinelfirm.com pursuant to California Rules of Court. I did not receive,
17 within a reasonable time after the transmission, any electronic message or other indication that
the transmission was unsuccessful.

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

20 Executed on August 3, 2026, at Los Angeles, California.

21 Janeth Aguirre

22 Name

23 
Signature

