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Madison Laird*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MADISON LAIRD, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

AVANADE, INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CGC-23605976

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
2. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
3. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
4. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2698, *et seq.*]

DEMAND FOR JURY TRIAL

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1 Plaintiff Madison Laird (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Avana, Inc., and DOES 1 through
6 10 (collectively referred to as “Defendants”) for California Labor Code and Business and
7 Professions Code violations stemming from Defendants’ failure to indemnify necessary business
8 expenses and failure to timely pay all wages to terminated employees.

9 2. Plaintiff brings the First through Third Causes of Action as an individual and as a
10 class action, on behalf of herself and certain current and former employees of Defendants, under
11 the California Labor Code and Business and Professions Code. The Class consists of Plaintiff
12 and all other persons who have been employed by any Defendant in California as an hourly-paid,
13 non-exempt employee during the applicable statute of limitations period (collectively referred to
14 as the “Class” or “Class Members” and defined more fully below).

15 3. Plaintiff brings the Fourth Cause of Action as a representative action under the
16 California Private Attorneys General Act (“PAGA”). The representative action seeks to recover
17 civil penalties owed to Plaintiff, the State of California, and past and present non-exempt, hourly-
18 paid employees of Defendants who worked in California during the applicable statute of
19 limitations period (collectively referred to as the “Aggrieved Employees”).

20 4. Defendants own/owned and operate/operated an industry, business and
21 establishment within the State of California, including the County of San Francisco. For this
22 reason, and based upon all facts and circumstances incident to Defendants’ business in
23 California, Defendants are subject to the California Labor Code, Industrial Welfare Commission
24 (“IWC”) Wage Orders and the California Business and Professions Code.

25 5. Notwithstanding, throughout the statutory period Defendants maintained a
26 systematic, company-wide policy and practice of:

- 27 (a) Failing to indemnify employees for necessary business expenses incurred;
28 and

(b) Willfully failing to pay employees their final wages due within the time period specified by California law when employment terminates.

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. On information and belief, Defendants were and are, during all relevant times herein, 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, the Class, and the Aggrieved Employees. Further, Defendants 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 is a California resident that worked for Defendants in the County of San Francisco, State of California, as a Portfolio Manager from approximately December 2020 to April 2022.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Avande, Inc. is:

(a) A Delaware corporation with its principal place of business in San Francisco, California;

(b) A business entity conducting business in numerous counties throughout the State of California, including in the County of San Francisco;

(c) The former employer of Plaintiff; and

1 (d) The current and/or former employer of the putative Class and Aggrieved
2 Employees, which permitted Plaintiff, the Class, and the Aggrieved
3 Employees to work and/or controlled their wages, hours or working
4 conditions.

5 11. Plaintiff does not currently know the true names or capacities of the persons or
6 entities sued herein as DOES 1-10, inclusive, and therefore sues said Defendants by such
7 fictitious names. Each of the Doe Defendants was:

8 (a) In some manner legally responsible for the damages suffered by Plaintiff,
9 the Class, and the Aggrieved Employees, as alleged herein. (Plaintiff will
10 amend this complaint to set forth the true names and capacities of these
11 Defendants when they have been ascertained, together with appropriate
12 charging allegations, as may be necessary); and

13 (b) Residents of, doing business in, availed themselves of the jurisdiction of,
14 and/or injured a significant number of the Plaintiff, the Class, and the
15 Aggrieved Employees in the State of California.

16 12. Plaintiff is informed and believes, and based upon that information and belief
17 alleges, that at all relevant times, each Defendant, directly or indirectly, or through agents or
18 other persons, employed Plaintiff and the other employees described in the class definitions
19 below, and exercised control over their wages, hours, and working conditions.

20 13. Plaintiff is informed and believes, and based upon that information and belief
21 alleges, that at all relevant times, each Defendant was the principal, agent, partner, joint venturer,
22 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
23 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged
24 with some or all of the other Defendants in a joint enterprise for profit, and bore such other
25 relationships to some or all of the other Defendants so as to be liable for their conduct with
26 respect to the matters alleged below.

1 14. Plaintiff is informed and believes, and based upon that information and belief
2 alleges, that each Defendant acted pursuant to and within the scope of the relationships alleged
3 above, that each Defendant knew or should have known about, and authorized, ratified, adopted,
4 approved, controlled, aided, and abetted the conduct of all other Defendants.

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

6 15. Plaintiff is a California resident who worked for Defendants in the County of San
7 Francisco, State of California, as a Portfolio Manager during the statutory period.

8 16. Throughout the statutory period, Defendants failed to indemnify Plaintiff for
9 necessary business expenses, and failed to timely pay all final wages to Plaintiff when
10 Defendants terminated Plaintiff's employment. As discussed below, Plaintiff's experience
11 working for Defendants was typical and illustrative.

12 17. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
13 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
14 their duties for Defendants without reimbursement, which included home office expenses, such
15 as personal computers, home internet, printers, and office supplies. Further, Plaintiff, the Class,
16 and the Aggrieved Employees, without reimbursement, were required to use their own personal
17 cellular telephones for work purposes.

18 18. Throughout the statutory period, Defendants failed to pay the final paychecks
19 within the statutory period permitted by Labor Code section 203. Specifically, when Plaintiff, the
20 Class, and the Aggrieved Employees were terminated, they were not provided their final
21 paycheck promptly upon termination and not within the statutorily required time period.

22 **CLASS ACTION ALLEGATIONS**

23 19. Plaintiff brings certain claims individually, as well as on behalf of each and all
24 other persons similarly situated, and thus, seek class certification under California Code of Civil
25 Procedure section 382.

26 20. All claims alleged herein arise under California law for which Plaintiff seeks relief
27 authorized by California law.

28 21. The proposed Class consists of and is defined as:

1 All persons who worked for any Defendant in California as an employee at any
2 time during the period beginning four years before the filing of the initial
3 complaint in this action and ending when notice to the Class is sent.

4 22. At all material times, Plaintiff was a member of the Class.

5 23. Plaintiff undertakes this concerted activity to improve the wages and working
6 conditions of all Class Members.

7 24. There is a well-defined community of interest in the litigation and the Class is
8 readily ascertainable:

9 (a) Numerosity: The members of the Class (and each subclass, if any) are so
10 numerous that joinder of all members would be unfeasible and impractical.
11 The membership of the entire Class is unknown to Plaintiff at this time,
12 however, the Class is estimated to be greater than 100 individuals and the
13 identity of such membership is readily ascertainable by inspection of
14 Defendants' records.

15 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
16 the interests of each Class Member with whom there is a shared, well-
17 defined community of interest, and Plaintiff's claims (or defenses, if any)
18 are typical of all Class Members' claims as demonstrated herein.

19 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
20 the interests of each Class Member with whom there is a shared, well-
21 defined community of interest and typicality of claims, as demonstrated
22 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
23 Member. Plaintiff's attorneys, the proposed Class Counsel, are versed in
24 the rules governing class action discovery, certification, and settlement.
25 Plaintiff has incurred, and throughout the duration of this action, will
26 continue to incur costs and attorneys' fees that have been, are, and will be
27 necessarily expended for the prosecution of this action for the substantial
28 benefit of each Class Member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

25. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

(b) Failed to reimburse Class Members for all necessary business expenses; and

- 1 (c) Violated California Business and Professions Code sections 17200 *et. seq.*
2 as a result of their illegal conduct as described above.

3 26. This Court should permit this action to be maintained as a class action pursuant to
4 California Code of Civil Procedure section 382 because:

- 5 (a) The questions of law and fact common to the Class predominate over any
6 question affecting only individual members;
- 7 (b) A class action is superior to any other available method for the fair and
8 efficient adjudication of the claims of the members of the Class;
- 9 (c) The members of the Class are so numerous that it is impractical to bring all
10 members of the class before the Court;
- 11 (d) Plaintiff, and the other members of the Class, will not be able to obtain
12 effective and economic legal redress unless the action is maintained as a
13 class action;
- 14 (e) There is a community of interest in obtaining appropriate legal and
15 equitable relief for the statutory violations, and in obtaining adequate
16 compensation for the damages and injuries for which Defendants are
17 responsible in an amount sufficient to adequately compensate the members
18 of the Class for the injuries sustained;
- 19 (f) Without class certification, the prosecution of separate actions by
20 individual members of the class would create a risk of:
- 21 1) Inconsistent or varying adjudications with respect to individual
22 members of the Class which would establish incompatible standards
23 of conduct for Defendants; and/or
- 24 2) Adjudications with respect to the individual members which would,
25 as a practical matter, be dispositive of the interests of other
26 members not parties to the adjudications, or would substantially
27 impair or impede their ability to protect their interests, including but
28 not limited to the potential for exhausting the funds available from

1 those parties who are, or may be, responsible Defendants; and,
2 (g) Defendants have acted or refused to act on grounds generally applicable to
3 the Class, thereby making final injunctive relief appropriate with respect to
4 the class as a whole.

5 27. Plaintiff contemplates the eventual issuance of notice to the proposed members of
6 the Class that would set forth the subject and nature of the instant action. The Defendants' own
7 business records may be utilized for assistance in the preparation and issuance of the
8 contemplated notices. To the extent that any further notices may be required, Plaintiff would
9 contemplate the use of additional techniques and forms commonly used in class actions, such as
10 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
11 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

12 **FIRST CAUSE OF ACTION**

13 **(Against All Defendants For Failure To Indemnify Necessary Business Expenses)**

14 28. Plaintiff incorporates by reference and re-alleges as if fully stated herein
15 paragraphs 1 through 18 in this Complaint.

16 29. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
17 failing to pay and indemnify the Plaintiff, the Class, and the Aggrieved Employees for their
18 necessary expenditures and losses incurred in direct consequence of the discharge of their duties
19 or of their obedience to directions of Defendants.

20 30. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at
21 least in the amounts of the expenses they paid, or which were deducted by Defendants from their
22 wages.

23 31. Plaintiff and the Class and Aggrieved Employees he represents are entitled to
24 attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest
25 pursuant to Labor Code section 2802(b).

26 **SECOND CAUSE OF ACTION**

27 **(Against All Defendants For Failure To Pay Wages Of Discharged Employees**
28 **– Waiting Time Penalties)**

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 18 in this Complaint.

33. At all times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

34. Within the applicable statute of limitations, the employment of Plaintiff, many other Class Members and Aggrieved Employees ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed to pay terminated Class Members and Aggrieved Employees, without abatement, all wages required to be paid either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

35. Defendants' failure to pay Plaintiff and those Class and Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

36. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code section 203.

37. Pursuant to California Labor Code sections 218.5, 218.6 and 1194, Plaintiff and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

THIRD CAUSE OF ACTION

**(Against All Defendants For Violation Of California Business and Professions Code
Sections 17200, Et Seq.)**

1 38. Plaintiff incorporates by reference and re-alleges as if fully stated herein
2 paragraphs 1 through 18 in this Complaint.

3 39. Defendants, and each of them, are “persons” as defined under California Business
4 and Professions Code section 17201.

5 40. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
6 unlawful, and harmful to Plaintiff, the Class, and the Aggrieved Employees, and to the general
7 public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning
8 of Code of Civil Procedure section 1021.5.

9 41. Defendants’ activities, as alleged herein, are violations of California law, and
10 constitute unlawful business acts and practices in violation of California Business and
11 Professions Code sections 17200, *et seq.*

12 42. A violation of California Business and Professions Code sections 17200, *et seq.*
13 may be predicated on the violation of any state or federal law. All of the acts described herein as
14 violations of, among other things, the California Labor Code, are unlawful and in violation of
15 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
16 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
17 California Business and Professions Code sections 17200, *et seq.*

18 **Failure to Indemnify Necessary Business Expenses**

19 43. Defendants’ failure to indemnify employees for necessary business expenses in
20 accordance with California Labor Code section 2802 and the IWC Wage Orders, as alleged
21 above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code
22 sections 17200, *et seq.*

23 44. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
24 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
25 withholdings.

26 45. Pursuant to California Business and Professions Code sections 17200, *et seq.*,
27 Plaintiff and putative Class Members are entitled to restitution of the wages withheld and
28 retained by Defendants during a period that commences four years prior to the filing of this

complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

FOURTH CAUSE OF ACTION

(Against All Defendants For Civil Penalties Under The Private Attorneys General Act Of 2004, California Labor Code Sections 2698, *Et Seq.*)

46. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 18 in this Complaint.

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

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

49. Plaintiff exhausted her administrative remedies pursuant to California Labor Code section 2699.3. On April 19, 2023, she gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-949574-23.

50. More than 65 days have elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code section 2699, pursuant to section 2699.3, for the

violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under Labor Code section 2802 and 2699(f)(2).

51. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing proper reimbursements. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of reimbursement payments. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

52. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

1 Class Certification

2 1. That this action be certified as a class action with respect to the First, Second, and
3 Third Causes of Action;

4 2. That Plaintiff be appointed as the representative of the Class; and

5 3. That counsel for Plaintiff be appointed as Class Counsel.

6 As to the First Cause of Action

7 4. That the Court declare, adjudge and decree that Defendants violated Labor Code
8 section 2802 and the IWC Wage Orders;

9 5. For general unpaid wages and reimbursement of business expenses as may be
10 appropriate;

11 6. For pre-judgment interest on any unpaid compensation commencing from the date
12 such amounts were due;

13 7. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

15 As to the Second Cause of Action

16 9. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
18 time of termination of the employment;

19 10. For statutory wage penalties pursuant to California Labor Code section 203 for
20 former employees who have left Defendants' employ;

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

23 12. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

25 As to the Third Cause of Action

26 14. That the Court declare, adjudge and decree that Defendants violated California
27 Business and Professions Code section 17200, *et seq.* by failing to indemnify necessary business
28 expenses;

1 15. For restitution of unpaid wages to Plaintiff and all Class Members and
2 prejudgment interest from the day such amounts were due and payable;

3 16. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violations of California Business and Professions Code sections 17200
6 *et seq.*;

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

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

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

12 As to the Fourth Cause of Action

13 20. That the Court declare, adjudge and decree that Defendants violated the California
14 Labor Code by failing to pay all wages owed, including by failing to indemnify necessary
15 business expenses and failing to pay final wages at termination;

16 21. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*,
17 and all other applicable Labor Code provisions;

18 22. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 2699; and,

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

21 As to all Causes of Action

22 24. For any additional relief that the Court deems just and proper.

23
24 Dated: July 26, 2023

Respectfully submitted,

MOON LAW GROUP, PC

25
26 By: 

Kane Moon

Allen Feghali

Jacquelyne VanEmmerik

Attorneys for Plaintiff, Madison Laird

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: July 26, 2023

MOON LAW GROUP, PC

By:
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff, Madison Laird

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff, Madison Laird

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On July 26, 2023, I served the foregoing document
8 described as:

9 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

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18 *Attorneys for Defendant AVANADE INC.*

19 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
20 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the
21 firm’s practice of collection and processing correspondence for mailing. Under that
22 practice it would be deposited with U.S. postal service on that same day with postage
23 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
24 aware that on motion of the party served, service is presumed invalid if postal
25 cancellation date or postage meter date is more than one day after date of deposit for
26 mailing in affidavit.

27 X (State) I declare under penalty of perjury under the laws of the State of California
28 that the above is true and correct.

Executed on July 26, 2023, at Los Angeles, California.

29 Janelle Jickain
30 Name

31 
32 Signature