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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF LOS ANGELES**

12 CHRISTINA MITCHELL, on behalf of herself,
 13 the State of California, and all other aggrieved
 14 employees,

15 Plaintiff,

16 v.

17 PEOPLE CREATING SUCCESS-ANTELOPE
 18 VALLEY, LLC., a California Corporation;
 19 PEOPLE CREATING SUCCESS, INC, a
 California Corporation; and DOES 1-50,
 inclusive.

20 Defendants.
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FILED
 Superior Court of California
 County of Los Angeles

09/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Concepcion Deputy

CASE NO.: 23STCV08327

**FIRST AMENDED PAGA
 REPRESENTATIVE ACTION
 COMPLAINT:**

(1) **CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT (LABOR CODE § 2698 *et seq.*)**

1 Plaintiff Christina Mitchell (“Plaintiff”) on behalf of the State of California hereby brings this
2 PAGA Representative Action Complaint (“Complaint”) against Defendant People Creating Success-
3 Antelope Valley, LLC and DOES 1 to 50 (collectively “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendants provide social assistance to adults with developmental disabilities.
6 2. Plaintiff brings this PAGA representative action solely on behalf of the State of
7 California against Defendants for alleged violations of the California Labor Code and applicable
8 Wage Orders of the IWC.
9 3. As set forth below, Plaintiff alleges that Defendants have a uniform payroll practice
10 and policy that unlawfully rounded/edited Plaintiff and other non-exempt employees’ time entries.
11 As a result, Plaintiff and other similarly situated employees were not paid for all hours worked.
12 Plaintiff further alleges that Defendants failed to pay all overtime compensation, sick pay wages at
13 the “regular rate of pay”, and that Defendants’ meal and rest period policies and practices failed to
14 provide her and all other similarly situated employees with compliant/timely meal and rest periods,
15 or premium wages at the appropriate “regular rate of pay” in lieu thereof. Additionally, Plaintiff
16 alleges that Defendants failed to provide non-exempt employees with accurate written itemized wage
17 statements and failed to timely pay all final wages upon separation of employment. Finally, Plaintiff
18 alleges that Defendants failed to reimburse non-exempt employees for necessary business
19 expenditures.

20 **JURISDICTION**

21 4. This is a representative action brought pursuant to Labor Code § 2698 *et seq.* on
22 behalf of the State of California and the group of aggrieved employees defined as follows: “All
23 individuals who are or were employed as hourly, aggrieved, employees by Defendants, or their
24 predecessors or merged entities, in the State of California from April 6, 2022, and continuing to the
25 present (“aggrieved employees).”

26 5. Plaintiff, of behalf of the State of California brings this representative action pursuant
27 to Labor Code § 2698, *et seq.* seeking penalties for Defendants’ violation of California Labor Code
28 §§ 201-203, 204, 210, 221, 224, 226, 226(a), 226(e), 226.3, 226.7, 246 *et seq.*, 510, 512, 1194, 1197.1,

1 1199, 2802, and all applicable IWC Wage Orders.

2 6. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved
3 employees within the meaning of Labor Code §2699, *et seq.*

4 7. This Court has jurisdiction over Defendants because, upon information and belief,
5 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
6 themselves to the State of California so as to render the exercise of jurisdiction over them by
7 California courts consistent with the traditional notions of fair play and substantial justice.

8 **VENUE**

9 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
10 §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County
11 of Los Angeles. Defendants own, maintain offices, transact business, have an agent or agents within
12 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
13 Defendants are within the jurisdiction of this Court for purposes of service of process.

14 9. In determining proper venue for a PAGA Action, a Plaintiff is not limited to the
15 county/counties in which he or she suffered Labor Code violations, but instead may file suit in any
16 county in which an allegedly aggrieved employee suffered a Labor Code violation. (*See Crestwood*
17 *Behavioral Health v. Superior Court* (2021) 60 Cal.App.5th 1069.

18 **PARTIES**

19 10. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a
20 California resident residing in the State of California.

21 11. Plaintiff is informed and believes and thereon alleges that Defendants People Creating
22 Success-Antelope Valley, LLC. are authorized to and do business in California and are and/or were
23 the legal employer of Plaintiff and the aggrieved employees during the applicable statutory periods.
24 Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has
25 been deprived of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 221,
26 224, 226, 226(a), 226(e), 226.3, 226.7, 246 *et seq.*, 510, 512, 1194, 1197.1, 1199, 2802, and applicable
27 Wage Orders.

1 12. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times
2 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
3 do) business in the State of California, County of Los Angeles.

4 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
5 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
6 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
7 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
8 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
9 corporate, were responsible in some manner for the acts and omissions alleged herein, and
10 proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful employment
11 practices alleged herein.

12 14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
13 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees. At all times
14 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to
15 have been done by the named Defendants; and furthermore, the Defendants, and each of them, were
16 the agents, servants, and employees of each and every one of the other Defendants, as well as the
17 agents of all Defendants, and at all times herein mentioned were acting within the course and scope
18 of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
19 otherwise ratified each and every one of the acts or omissions complained of herein.

20 15. At all times mentioned herein, Defendants, and each of them, were members of and
21 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
22 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
23 alleges that all Defendants were joint employers for all purposes of Plaintiff and the aggrieved
24 employees.

25 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

26 16. Defendants provide social assistance to adults with developmental disabilities.
27 Plaintiff was employed by Defendants as a non-exempt employee with the title of “Personal Care
28 Assistant” from approximately June 2020 and continuing into the present.

1 17. At all relevant times, Plaintiff and aggrieved employees regularly worked various
2 shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
3 Plaintiff alleges that aggrieved employees were also subjected to the same systematic violations as
4 well as policies, procedures, and practices, working conditions, and corresponding wage and hour
5 violations to which Plaintiff was subjected during her employment.

6 18. First, at all relevant times, Defendants have had a uniform payroll policy of rounding
7 non-exempt employees' time entries. Plaintiff alleges that the rounding policy is not fair or neutral
8 on its face, and that as a result of this practice non-exempt employees are not compensated for all the
9 hours that they work and all of the overtime hours they work in violation of Labor Code §§ 204, 210,
10 510, 1194, 1197.1, 1199, and applicable Wage Orders. California courts have held that "rounding
11 time policies can be lawful, "if the rounding policy is fair and neutral on its face and 'it is used in
12 such a manner that it will not result, over a period of time, in failure to compensate the employees
13 properly for all the time they have actually worked." *See's Candy Shops v. Superior Court* (2012)
14 210 Cal. App. 4th 889, 907; See also 29 C.F.R. § 785.48; *see also* DLSE Manual, *supra*, §§ 47.1,
15 47.2.

16 19. Notably, Defendants' rounding time policy is not neutral on its face as Plaintiff and
17 aggrieved employees are subject to discipline, including termination for being tardy in reporting to
18 work. Thus, Plaintiff and other aggrieved employees were consistently on time or early to work but
19 were not paid for all hours actually worked. Moreover, because Defendants is capable of tracking the
20 time worked by non-exempt employees to the minute, the policy itself exists not for the convenience
21 or benefit of the employees who are reporting their time accurately, but for Acosta's benefit. As a
22 result, over a period, Plaintiff and other aggrieved employees were not properly paid for all hours
23 worked, including overtime hours, in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199,
24 and applicable Wage Orders.

25 20. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
26 by an applicable state or local law, or by an order of the commission a civil penalty as follows: (1)
27 for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid
28 employee for each pay period for which the employee is underpaid....[and] (2) [f]or each subsequent

1 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee
2 for each pay period for which the employee is underpaid regardless of whether the initial violation is
3 intentionally committed.

4 21. As set forth above, Defendants failed to compensate Plaintiff and aggrieved
5 employees for all hours worked, including all minimum and overtime wages due to its unlawful
6 rounding of non-exempt employees' time entries.

7 22. Moreover, at all relevant times, Plaintiff and aggrieved employees were not properly
8 paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday and/or
9 forty (40) hours per workweek. While Plaintiff and aggrieved employees regularly worked overtime
10 hours, they were not compensated at one and one-half times their regular rate of pay because
11 Defendants failed to include all forms of compensation, including but not limited to shift differential
12 pay and non-discretionary bonuses, when calculating the regular rate of pay used in overtime
13 calculations.

14 23. Under the California Labor Code (as well as the FLSA), courts have held that regularly
15 paid non-discretionary Shift Premium Pay/Bonuses must be included in determining an employee's
16 "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana Corp.* 378
17 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included
18 in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042, 1055-
19 1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under California and federal law on
20 the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid to
21 employees from the "regular rate of compensation"].)

22 24. Labor Code § 510 requires an employer to compensate an employee who works more
23 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
24 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
25 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
26 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
27 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
28 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in

1 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
2 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

3 25. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
4 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
5 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
6 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
7 is underpaid. . . [and] (2) [f]or each subsequent violation for the same specific offense, two hundred
8 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
9 underpaid regardless of whether the initial violation is intentionally committed.

10 26. By their policy of requiring Plaintiff and aggrieved employees to work in excess of
11 eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at
12 the rate of one-half (1 1/2) their regular rate of pay, Defendants willfully violated the provisions of
13 Labor Code § 510 and the applicable Wage Orders.

14 27. Accordingly, to the extent permitted by law, Plaintiff and aggrieved employees are
15 entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these same
16 factual allegations, Plaintiff and aggrieved employees are entitled to penalties under Labor Code §
17 1199.

18 28. Similarly, at all relevant times, Defendants also failed in its obligation to provide
19 Plaintiff and aggrieved employees the legally required paid sick days at the legal rate pursuant to
20 Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works
21 in California for the same employer for 30 or more days within a year from the commencement of
22 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
23 worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid
24 sick time for non-exempt employees must be "calculated in the same manner as the regular rate of
25 pay for the workweek in which the employee uses paid sick time, whether or not the employee
26 actually works overtime in that workweek."

27 29. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated
28 by dividing the employee's total wages, not including overtime premium pay, by the employee's total

1 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
2 requires employers to “provide an employee with written notice that sets forth the amount of paid
3 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
4 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
5 on the designated pay date with the employee’s payment of wages.”

6 30. Here, at all relevant times, Defendants failed in its obligation to provide Plaintiff and
7 aggrieved employees the legally required paid sick days at the legal rate, including all forms of
8 compensation, pursuant to Labor Code §§ 246(a),(b). As such, Defendants paid sick time below her
9 base rate of pay, rather than the “regular rate of pay” as required by Labor Code §§ 246(l)(1-2). Based
10 on the foregoing Labor Code violations, Plaintiff seeks all civil penalties available and applicable
11 under Labor Code § 2699(f)(2), and for attorneys’ fees and costs pursuant to Labor Code §
12 2699(g)(1).

13 31. Furthermore, at all relevant times, Plaintiff and aggrieved employees were not
14 provided with rest periods of at least ten (10) ten minutes for each four (4) hour work period, or major
15 fraction thereof due to Defendants’ invalid rest period policies/practices that required non-exempt
16 employees remain on-premises during rest periods. In practice, non-exempt employees were regularly
17 unable to take lawfully complaint rest periods as they could not leave their work site to take compliant
18 rest periods. On other occasions, Plaintiff and aggrieved employees are unable to take duty free rest
19 breaks due to the demands of the job and operational requirements. Thus, Defendants prevented
20 Plaintiff and aggrieved employees from taking timely and legally compliant rest periods. This also
21 includes failing to permit Plaintiff and aggrieved employees from taking a third compliant rest period
22 for shifts in excess of ten (10) hours in a workday.

23 32. Under the applicable Wage order, an employer must authorize and permit all
24 employees to take ten (10) minute duty free rest periods relieved of all duties for every major fraction
25 of four hours worked. This includes a third rest period for shifts in excess of 10.0 hours in a workday.
26 See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest
27 periods employers must relieve employees of all duties and relinquish control over how employees
28 spend their time.”]. In *Augustus*, the court expressly rejected the employer’s assertion that it could

1 provide an on-duty rest period to employees who worked as security guards and further explained
2 “that employers [must] relinquish any control over how employees spend their break time and relieve
3 their employees of all duties.” *Id.* at 273.

4 33. Plaintiff and aggrieved employees could not take their rest periods “relinquished from
5 all duties” as required by Labor Code § 226.7. Plaintiff and aggrieved employees worked in excess
6 of ten (10) hours in a workday but were not permitted to take an uninterrupted third rest period of ten
7 (10) minutes.

8 34. Additionally, Defendants also failed to maintain any mechanism for the payment of
9 rest period premium payments at the “regular rate of pay” as required by Labor Code § 226.7.

10 35. Moreover, at all relevant times, Plaintiff and aggrieved employees were denied
11 complaint and timely 30-minute off-duty meal periods as mandated by California law. As a result of
12 Defendants’ uniform meal period policies/practices and stringent work demands, Plaintiff and
13 aggrieved employees were often unable to take timely and uninterrupted 30-minute first meal periods
14 before the end of the fifth hour of work. Additionally, at all relevant times, when Plaintiff and other
15 non-exempt employees worked in excess of 10.0 hours in a shift, they were not allowed and permitted
16 to take a mandated and timely second meal period before the end of the tenth hour of work in violation
17 of the Labor Code and applicable Wage Orders.

18 36. Moreover, Plaintiff and aggrieved employees were not provided meal period
19 premiums at the “regular rate of pay” for their missed or non-complaint meal periods.

20 37. Accordingly, due to Defendants’ uniform meal period policies/practices, Plaintiff and
21 aggrieved employees were also regularly denied legally complaint meal periods in violation of Labor
22 Code 226.7, 510, 516, and applicable IWC Wage Orders.

23 38. Furthermore, Defendants failed to reimburse Plaintiff and aggrieved employees for
24 necessary expenditures incurred as a direct consequence and requirement of performing their job
25 duties, including to the costs associated with using their personal cell phones for work purposes. See
26 *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal. App. 4th 1137 (the Court of Appeal held
27 that an employer that required its customer service managers to use their personal cell phones for
28 business tasks must reimburse the managers for a reasonable percentage of their cell phone bills); see

1 also DLSE Bulletin 84-7.) Consequently, since Defendants failed to comply with Labor Code § 2802
2 and applicable Wage Orders, Plaintiff and aggrieved employees are entitled to recover a reasonable
3 percentage of their cell phone bill and penalties under Labor Code §§ 2802.

4 39. As a result of Defendants' failure to pay Plaintiff and aggrieved employees for all
5 minimum and overtime wages owed, and failure to pay for meal/rest period premiums at the "regular
6 rate of pay" for missed/non-compliant meal and rest periods, Defendants issued wage statements
7 which failed to accurately identify the gross wages earned, the total hours worked, the net wages
8 earned, and the correct corresponding number of hours worked at each hourly rate, in violation of
9 Labor Code §226(a) (1, 2, 5, and 9).

10 40. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
11 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
12 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
13 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
14 deduction statement or fails to keep the required in subdivision (a) of Section 226."

15 41. Thus, for the violations of Labor Code section 226 described above, Plaintiff and
16 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendants' violations of
17 Labor Code § 226(a). As such, the wage statements Defendants issued to Plaintiff and aggrieved
18 employees are in violation of Labor Code § 226 (a). Consequently, because Defendants failed to
19 comply with Labor Code § 226(a) and applicable Wage Orders, Plaintiff and aggrieved employees
20 would be entitled to recover penalties under Labor Code §§ 226(e).

21 42. Finally, because of, Defendants' failure to pay all minimum and overtime wages due
22 and meal/rest period premiums at the "regular rate of pay" for non-complaint meal/rest periods, and
23 unlawful deductions from wages as described herein, Defendants also failed and continues to fail to
24 pay other non-exempt employees all wages owed at their time of separation from employment in
25 violation of Labor Code §§ 201-203 and applicable Wage Orders.

26 43. Thus, Plaintiff and aggrieved employees would be entitled to recover penalties under
27 Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under
28 Labor Code § 2698 *et seq.*

1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 *(Plaintiff and Similarly Aggrieved Employees Against All Defendants)*

4 44. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
5 in the preceding paragraphs.

6 45. Defendants have committed several Labor Code violations against Plaintiff and other
7 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
8 § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against
9 Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and
10 the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but
11 not limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee
12 per pay period for those violations of the Labor Code for which no civil penalty is specifically
13 provided based on the following Labor Code violations:

14 (a) Defendants’ failure to pay all minimum and overtime wages at the “regular rate of pay”
15 because Defendants failed to include all forms of compensation, including, but not limited to, shift
16 differentials, non-discretionary bonuses, incentive pay, and other forms of remuneration.

17 (b) Defendants’ failure to pay all wages in a timely fashion in violation of Labor Code §§
18 204 and 210;

19 (c) Defendants’ failure to pay all sick pay at the “regular rate of pay”;

20 (d) Defendants’ failure to allow and permit legally compliant meal periods or compensation
21 at the “regular rate of pay” in lieu thereof;

22 (e) Defendants’ failure to allow and permit legally compliant rest periods or compensation
23 at the “regular rate of pay” in lieu thereof;

24 (f) Defendants’ failure to reimburse necessary incurred business expenses;

25 (g) Defendants’ failure to furnish legally compliant wage statements pursuant to Labor
26 Code § 226(a); and

27 (h) Defendants’ failure to timely pay final wages to aggrieved employees at the time of
28 separation from employment were unlawful.

46. On or about April 6, 2023, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’ violations of the California Labor Code § 2698 *et. seq.* with respect to violations of the California Labor Code identified in Paragraph 45(a)-(h).

47. Now that sixty-five days (65) have passed since Plaintiff notified Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

48. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has therefore incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2698 *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment on behalf of the State of California against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided under the Labor Code;

2. For attorneys' fees and costs as provided by Labor Code § 2698 *et seq.*, and Code of Civil Procedure §1021.5; and

3. For such other and further relief, the Court may deem just and proper.

Dated: September 8, 2023

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By:

Joshua Falakassa, Esq.
Mehrddad Bokhour, Esq.
Attorneys for Plaintiff and the Aggrieved Employees

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On September 19, 2023, I served the following document(s) described as **FIRST AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

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Thousand Oaks, California 91360

**Counsel for defendants People Creating
Success, Inc. and People Creating
Success-Antelope Valley, LLC**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on September 19, 2023, at Los Angeles, California.

/s/ Carlos Garcia

Carlos Garcia