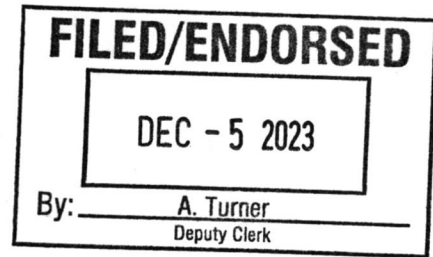


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8 Attorneys for Plaintiff GHENA AL-BAZIRGAN and the
9 Proposed Class

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF SACRAMENTO

12 GHENA AL-BAZIRGAN, individually on
13 behalf of herself and all others similarly
14 situated,

15 Plaintiffs,

16 v.

17 BENTO BOX ENTERPRISE, INC., a
18 California Corporation; and DOES 1-10,

19 Defendants.

Case No. 23CV005685

**CLASS ACTION AND PAGA FIRST
AMENDED COMPLAINT** (California Code of
Civil Procedure §382)

- (1) Failure to Pay Split Shift Premium Wages;
- (2) Failure to Furnish Accurate Itemized Wage Statements (Individual Only);
- (3) Failure To Timely Pay All Wages at Termination – Waiting Time Penalties (Individual Only);
- (4) Unfair Business Practices; and
- (5) Private Attorneys' General Act.

DEMAND FOR JURY TRIAL

20
21 Plaintiff Ghena Al Bazirgan ("Ghena" and "Plaintiff"), on behalf of herself and all
22 others similarly situated (hereinafter sometimes collectively referred to as ("Class Plaintiffs" or
23 "Class Members")), hereby files this Class Action and PAGA First Amended Complaint
24 ("Complaint") against Defendants Bento Box Enterprises, Inc., a California Corporation
25 ("Defendant Employer") and DOES 1-10 (collectively referred to as "Defendants"). Plaintiff
26 complains and alleges as follows:

27 **I. INTRODUCTION**

- 28 1. This is a Class Action, pursuant to Code of Civil Procedure §382, seeking

damages, restitution, injunctive relief, penalties, reasonable attorneys' fees, and costs, under the California Labor Code as set forth herein, on behalf of Plaintiff and all other individuals who are or have been employed by Defendants in California who were required to work split shifts without being paid any split shift premium wages in violation of IWC Wage Order No. 5-2001, section 4 (c). Plaintiff further maintains a cause of action pursuant to the Private Attorneys' General Act ("PAGA").

2. For the four (4) years immediately preceding the filing of this Complaint, Defendants consistently, willfully, and deliberately required Plaintiff and other current and former employees in California to work split shifts without being paid any split shift premium wages in violation of IWC Wage Order No. 5-2001, section 4 (c).

3. The "Class Period" is designated from four years prior to the filing of the instant Complaint through the time the Court certifies this case as a class action. Plaintiff is informed and believes that the Labor Code violations asserted herein have been going on for at least four years prior to the filing of this action, and are continuing and will continue unless and until the Court enjoins this unlawful conduct.

II. PARTIES

4. At all relevant times, Plaintiff resides in California. Plaintiff is a former employee of Defendant Employer. Defendant Employer employed Plaintiff as a server. Ghena worked for Defendant Employer from approximately September 25, 2022 to June 9, 2023. Defendant Employer paid Plaintiff minimum wages only. Plaintiff also received tips from restaurant patrons.

5. At all relevant times, Defendant Employer is a California corporation which owns and operates several Japanese Restaurants located in the Sacramento, California area.

6. During the relevant time period, Defendant Employer required Plaintiff to work split shifts. For example, Defendant Employer scheduled Plaintiff to work a 10-hour shift of 11:45am to 9:45pm. However, Defendant Employer forced Plaintiff to take a 2-hour “break” during the shift, which allowed Defendant Employer to avoid paying overtime to Plaintiff. On other occasions, Defendant Employer forced Plaintiff to take an approximate 90-minute “break”

1 during her shifts. Other servers also were scheduled to work split shifts as well. Plaintiff, and on
2 information and belief, other servers worked split shifts but never received from Defendant
3 Employer any split shift premium wages.

4 7. The true names and capacities of Defendants Does 1 through 10, inclusive,
5 whether individual, corporate, associate, agent, employee, or otherwise, are unknown to Plaintiff
6 at the time of filing this Complaint; therefore, Plaintiff sues said Defendants by such fictitious
7 names and will ask leave of Court to amend this Complaint to show their true names or capacities
8 when the same have been ascertained. Plaintiff is informed and believes, and based thereon
9 alleges, that each of the Doe Defendants is, in some manner, responsible for the events and
10 violations of law herein set forth. Plaintiff alleges that Defendants proximately caused injury and
11 damages to Plaintiff as herein alleged.

12 8. At all times herein mentioned, each Defendant was acting as the principal,
13 parent, agent and/or subsidiary of each of the remaining Defendants, and were, always herein
14 mentioned, acting within the scope of said relationship. Plaintiff is informed and believes that
15 each Defendant carried out a joint scheme, conspiracy, business plan or policy in all respects
16 pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.
17 Defendants encouraged and solicited one another to perform the conduct alleged herein, and
18 ratified each other's conduct. Whenever and wherever reference is made in this Complaint to any
19 act by a Defendant or Defendants, inclusive of the Does, such allegations and references shall
20 also be deemed to mean the acts and failures to act legally attributable to each Defendant acting
21 individually, jointly, and/or severally.

22 **III. JURISDICTION AND VENUE.**

23 9. This court has personal jurisdiction over Defendants because, at all relevant
24 times, Defendant Employer was doing business in the State of California and has its corporate
25 offices in Sacramento, California. Further Defendants do business in Sacramento County and had
26 Class Plaintiffs work for Defendants in Sacramento County.

27 10. Venue is proper in the County of Sacramento County in accordance with
28 Code of Civil Procedure §395.5 because this a county where the obligation or liability arises

1 under IWC Wage Order 5.

2 **IV. FACTUAL ALLEGATIONS**

3 11. Defendant Employer owns and/or operates several Japanese Restaurants in
4 the Sacramento area. At all relevant times, Defendants are and have been subject to the
5 California Labor Code and IWC Wage Order 5.

6 12. Throughout the course and scope of Plaintiff's employment with
7 Defendant Employer, Plaintiff, and on information and belief other servers working for
8 Defendant Employer in California, were required to work split shifts, typically requiring Plaintiff
9 and other servers to take a "break" of 90 minutes or more during the shift. Defendant Employer
10 paid Plaintiff, and on information and belief other servers working for Defendant Employer in
11 California, minimum wages only. Despite these facts, Defendant Employer failed and refused to
12 pay Plaintiff and other servers any split shift premium wages for the split shifts. Plaintiff and on
13 information and belief all other all other California servers were and are entitled to split shift
14 premium wages in accordance with and IWC Wage Order 5.

15 13. Plaintiff has not received compensation for all split shift premium wages at
16 the end of her employment with Defendants, subjecting Defendants to waiting time penalties.
17 Accordingly, Defendant Employer failed to pay Plaintiff all wages owing and due at the end of
18 her employment with Defendant Employer in violation of Labor Code §203. Further, as a result
19 of Defendant Employer not paying Plaintiff all split shift premium wages owing and due,
20 Defendant Employer did not provide Plaintiff with accurate itemized wage statements in violation
21 of Labor Code §226.

22 14. Defendants' foregoing wrongful acts constitute continuing and ongoing
23 unlawful activity in violation of the Labor Code and Business & Professions Code § 17200, et
24 seq. ("Unfair Competition Law"). Accordingly, Defendants should be enjoined from continuing
25 to violate the Labor Code and the Unfair Competition Law as set forth herein, including but not
26 limited to an injunction ordering Defendants to cease the unlawful business practices in violation
27 of IWC Wage Order No. 5-2001, section 4 (c), and the Unfair Competition Law.

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V. CLASS ACTION ALLEGATIONS

15. Plaintiffs bring this action on behalf of herself and all others similarly situated as a Class Action pursuant to Code of Civil Procedure §382. The Class that Plaintiff seeks to represent is the following: All persons who are or have been employed in California at any time from four years prior to the filing of this action through the date of the Court's granting of class certification in this matter by Defendant Employer as servers who were required to work split shifts without receiving any split shift premium wages.

16. This action has been brought and may be maintained as a class action under Code of Civil Procedure §382 because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable.

17. Numerosity: The potential members of the Class as defined herein are numerous and therefore joinder of all of the members of the Class is impracticable, especially when employee turnover during the Class Period is taken into account. Defendant Employer's employment records applicable to the Class are required before an accurate number can be determined, but Plaintiff is informed and believes that the potential members of the class are over 50 current and former employees of Defendant Employer.

18. Commonality: There are questions of law and fact that are common to Plaintiff and the Class that predominate over any questions affecting only individual members of the potential Class, including but not limited to the following: Whether Defendant Employer improperly required Plaintiff or any Class members to work any split shifts without paying any split shift premium wages.

19. Typicality: Plaintiff's claims are typical of the Class. Plaintiff and other Class Members sustained damages due to Defendant Employer's actions as described herein. Thus, each member of the Class will have the same basis for damages and restitution under IWC Wage Order No. 5-2001, section 4 (c), and the Unfair Competition Law.

20. Adequacy of Representation: Plaintiff is a member of the Class and will fairly and adequately represent and protect the interests of the Class. Plaintiff's interests do not conflict with the interests of the Class. Plaintiff's counsel is competent and experienced in

1 litigating wage and hour class actions and will devote sufficient time and resources to the case
2 and adequately represent the interests of the Class.

3 21. Superiority: A class action is superior to other available means for the fair
4 and efficient adjudication of the instant controversy since individual joinder of all members of the
5 class is impracticable. Class action treatment will permit a larger number of similarly situated
6 persons to prosecute their common claims in a single forum simultaneously, efficiently, and
7 without the unnecessary duplication of effort and expense that numerous individual actions would
8 create. Further, as damages suffered by each individual member of the class may be relatively
9 small, the expenses and burden of the individual litigation would make it difficult or impossible
10 for individual members of the Class to redress the wrongs done to them, and an important public
11 interest will be served by addressing the matter as a Class Action. The cost to the court system of
12 adjudication of such individualized litigation would be substantial. Individualized litigation
13 would also present the potential for inconsistent or contradictory judgments.

14 VI. CAUSES OF ACTION

15 FIRST CAUSE OF ACTION 16 FAILURE TO PAY SPLIT SHIFT PREMIUM WAGES

17 (BY PLAINTIFF, individually and on behalf of the Class Members,
18 AGAINST ALL DEFENDANTS)

19 22. Plaintiff re-alleges and incorporates herein by reference the allegations
20 contained in Paragraphs 1 through 12 and 15 through 21 of the Complaint as though fully set
21 forth herein.

22 23. Defendants required Plaintiff and Class Members to work split shifts
23 during their employment with Defendant Employer without paying Plaintiff and Class Members
24 any split shift premium wages as required by IWC Wage Order No. 5-2001, section 4 (c).

25 24. Class Plaintiffs are entitled to an award of split shift premium wages as
26 well as recovery of interest, attorneys' fees and costs of suit incurred herein.
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SECOND CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(BY PLAINTIFF, individually only, AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 13 and 23 through 24 of the Complaint as though fully set forth herein.

26. Defendants knowingly and intentionally furnished Plaintiff with inaccurate and false itemized statements as described herein, as required by Labor Code §226, and the applicable Wage Order and California Regulations. Throughout her employment, Plaintiff earned split shift premium wages by working split shifts. However, Defendants failed to pay Plaintiff split shift premium wages. Defendant failed to report on its itemized wage statements to Plaintiff any of the split shift premium wages earned, which caused Defendants' itemized wage statements for Plaintiff to state the incorrect gross and net wages earned.

27. Pursuant to Labor Code §226(e)(1), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000).

28. As a result of Defendants' unlawful actions, Plaintiff has been required to retain an attorney and to incur attorney's fees and costs in pursuit of this cause of action. Plaintiff is entitled to recover Plaintiff's reasonable attorney's fees and costs incurred herein pursuant to Labor Code §226(e)(1).

THIRD CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE AT TERMINATION - WAITING TIME PENALTIES

(BY PLAINTIFF, individually only, AGAINST DEFENDANT EMPLOYER and DOES 1 through 10))

29. Plaintiff re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 13 and 23 through 24 of the Complaint as though fully set forth herein.

1 30. California Labor Code §201 requires an employer who discharges an
2 employee to pay compensation due and owing to said employee immediately upon discharge.
3 Labor Code §202 requires an employer to promptly pay compensation due and owing to said
4 employee within seventy-two (72) hours of that employee's termination of employment by
5 resignation. California Labor Code §203 provides that if an employer willfully fails to pay
6 compensation promptly upon discharge or resignation, as required under §§201 and 202, then the
7 employer is liable for waiting time penalties in the form of continued compensation for up to
8 thirty (30) work days.

9 31. Defendants willfully failed and refused, and continue to willfully fail and
10 refuse, to timely pay all compensation and wages due to Plaintiff upon the cessation of Plaintiff's
11 employment, as required by Labor Code §§201-202. Defendants have failed and continue to fail
12 to pay Plaintiff all split shift premium wages owing any due.

13 32. As a result of Defendants' unlawful acts, Defendants are liable to Plaintiff
14 who is no longer employed by Defendant Employer for waiting time penalties under Labor Code
15 §203, together with interest thereon pursuant to Labor Code section 218.6.

16 33. As a result of Defendant Employer and Does 1 through 10's unlawful
17 actions, Plaintiff has been required to retain an attorney and to incur attorney's fees and costs in
18 pursuit of this cause of action. Plaintiff is entitled to recover Plaintiff's reasonable attorney's fees
19 and costs incurred herein pursuant to Labor Code section 218.5.

20 **FOURTH CAUSE OF ACTION**
21 **UNFAIR BUSINESS PRACTICES**

22 **(BY PLAINTIFF, individually and on behalf of the Class Members, AGAINST ALL**
23 **DEFENDANTS)**

24 34. Plaintiffs re-allege and incorporate herein by reference the allegations
25 contained in Paragraphs 1 through 12, and 15 through 24 of the Complaint as though fully set
26 forth herein.

27 35. Defendants' foregoing wrongful acts in violation of IWC Wage Order No.
28 5-2001, section 4 (c), constitute continuing and ongoing unlawful activity prohibited by Business
& Professions Code § 17200, *et seq.* ("the Unfair Competition Law") and justifies the issuance of

1 an injunction, restitution, and other equitable relief pursuant to Business & Professions Code §
2 17203.

3 36. Defendants' conduct described herein was directly in violation of
4 California's wage and hour laws, and it constitutes and was intended to constitute unfair
5 competition and unlawful and unfair acts and practices within the meaning of the Unfair
6 Competition Law.

7 37. Through their wrongful and unlawful acts, as described herein, Defendants
8 have acted contrary to the public policy of this State.

9 38. Defendants have engaged in unlawful business acts and practices by
10 violating California IWC Wage Order No. 5-2001, section 4 (c).

11 39. As a result of their unlawful, unfair, and/or fraudulent acts, Defendants
12 have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and
13 Class Members.

14 40. Therefore, under the provisions of the Unfair Competition Law and IWC
15 Wage Order No. 5-2001, section 4 (c), Defendants should be enjoined from this activity and
16 should provide restitution to Plaintiff and Class Members for the wrongfully withheld
17 compensation pursuant to Business and Professions Code §17203, in a sum according to proof for
18 the 4-year period preceding the filing of this Complaint up to and including the present, for
19 violation of IWC Wage Order No. 5-2001, section 4 (c).

20 **FIFTH CAUSE OF ACTION**
21 **CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT**
22 **(BY PLAINTIFF, individually and on behalf of all others similarly situated and the State of**
23 **California, AGAINST DEFENDANT EMPLOYER and DOES 1 through 10)**

24 41. Plaintiff re-alleges and incorporates herein by reference the allegations
25 contained in Paragraphs 1, 4 through 12, and 23 through 24 of the Complaint as though fully set
26 forth herein.

27 42. The Court has jurisdiction of this cause of action pursuant to Labor Code
28 §§2699, et seq.

43. Plaintiff is an "aggrieved employee" as defined under Labor Code

1 §2699(c), and thus has standing to bring this action on behalf of all California Employees who
2 were required to split shifts for Defendant's business purposes without the payment of any split
3 shift premium wages in violation of IWC Wage Order 5, pursuant to Labor Code §§2699 and
4 2699.3.

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

11 45. Labor Code §2699(f) provides: "For all provisions of this code except
12 those for which a civil penalty is specifically provided, there is established a civil penalty for a
13 violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person
14 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
15 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
16 each aggrieved employee per pay period for each subsequent violation."

17 46. Defendant violated numerous provisions of the California Labor Code and
18 Wage Orders, including without limitation: IWC Wage Order 5. As a result of these violations,
19 Plaintiff, on behalf of herself, other aggrieved employees, and the State, will seek penalties
20 against Defendant under Labor Code § 2699(f).

21 47. Plaintiff will seek the following civil penalties against Defendant for
22 herself, the State, and aggrieved employees:

- 23 a. Plaintiff seeks civil penalties under Labor Code §2699(f) for
24 Defendants' failure to pay split shift premium wages for split shifts
25 worked, in violation of IWC Wage Order 5;

26 48. As a result, Plaintiff seeks civil penalties as provided under applicable
27 Labor Code sections for violations of the Labor Code alleged herein pursuant to Labor
28 Code§2699(a). To the extent that any violation alleged herein does not carry a penalty, Plaintiff

1 seeks civil penalties pursuant to Labor Code §2699(f) for Plaintiff and PAGA Aggrieved
2 Employees for violations of those sections.

3 49. Plaintiff seeks penalties on behalf of herself, the PAGA Aggrieved
4 Employees, and the State, as provided by Labor Code §2699(i). Affected employees are
5 numerous, and it would be impracticable to bring all the affected co-employees before the Court.

6 50. Plaintiff's PAGA claim does not require Class Certification. Plaintiff does
7 not need a Court Order authorizing the representation of the class for this cause of action.

8 51. As a result of its violations of the Labor Code, and the injuries suffered by
9 Plaintiff and the PAGA Aggrieved Employees, Defendant is liable to Plaintiff, the PAGA
10 Aggrieved Employees and the State for the civil penalties sought herein.

11 52. Plaintiff also is entitled to an award of attorneys' fees and costs pursuant to
12 Labor Code section 2699(g).

13 53. On August 7, 2023, Plaintiff provided timely notice of her intention to
14 bring an action pursuant to the PAGA, Labor Code §§2699, *et seq.*, to the California Labor and
15 Workforce Development Agency ("LWDA") and Defendant. No response was received within
16 the following sixty-five (65) calendar days. Therefore, Plaintiff has satisfied the requirements to
17 assert a PAGA claim under Labor Code §2699.3.

18 IV. PRAYER FOR RELIEF

19 WHEREFORE, Plaintiff Ghena Al Bazirgan, on behalf of herself and the above-
20 described Class, prays for the following relief against Defendants, and each of them where
21 applicable, as follows:

22 1. Certification of the First Cause of Action as a class action on behalf of the
23 Class described herein and designation of Plaintiff as the representatives and Basham Law Group,
24 Inc., as counsel for the Class described herein;

25 2. As to the First Cause of Action, a declaratory judgment that Defendant
26 Employer and Does 1 through 10 violated IWC Wage Order No. 5-2001, section 4 (c), as alleged
27 herein;

28 3. As to the First Cause of Action, for an award against Defendants and in

1 favor of Plaintiff and the Class Members in an amount according to proof for unpaid split shift
2 premium wages earned by Plaintiff and the Class Members in accordance with IWC Wage Order
3 No. 5-2001, section 4 (c);

4 4. As to the First Cause of Action, for prejudgment and post judgment
5 interest, attorney's fees, and costs of suit pursuant to Labor Code §1194 and Civil Code §§3287-
6 3288;

7 5. As to the Second Cause of Action, for an award against Defendants and in
8 favor of Plaintiff for payment of all applicable penalties for failure to provide accurate itemized
9 wage statements to Plaintiff pursuant to Labor Code §226;

10 6. As to the Second Cause of Action, for prejudgment and post judgment interest,
11 attorney's fees, and costs of suit pursuant to Labor Code §226(e)(1) and Civil Code §§3287-3288;

12 7. As to the Third Cause of Action, for an award against Defendants and in
13 favor of Plaintiff for payment of all applicable penalties for non-payment of wages to Plaintiff in
14 accordance with Labor Code §203;

15 8. As to the Third Cause of Action, for prejudgment and post judgment
16 interest, attorney's fees, and costs of suit pursuant to Labor Code §218.5 and Civil Code §§3287-
17 3288;

18 9. As to the Fourth Cause of Action, a declaratory judgment that Defendant
19 Employer and Does 1 through 10 violated Business and Professions Code §17200 *et seq.* as a
20 result of Defendants' violations of IWC Wage Order No. 5-2001, section 4 (c), as alleged herein;

21 10. As to the Fourth Cause of Action, that Defendant Employer and Does 1
22 through 10 be ordered to make restitution to Plaintiff due to their unfair competition, including
23 disgorgement of their wrongfully obtained revenue, earnings, profits, compensation and benefits
24 in violation of the California Business and Professions Code in an amount according to proof at
25 trial;

26 11. As to the Fourth Cause of Action, that Defendant Employer and Does 1
27 through 10 be enjoined from continuing to engage in unfair competition in violation of the
28 Business and Professions Code, including but not limited to an injunction ordering Defendants to

1 cease the unlawful and unfair business practices which violate IWC Wage Order No. 5-2001,
2 section 4 (c), as alleged herein;

3 12. As to the Fourth Cause of Action, for prejudgment and post judgment
4 interest, and costs of suit pursuant to Civil Code §§3287-3288 and/or any other applicable statute;

5 13. As to the Fifth Cause of Action, for an award of all applicable civil
6 penalties referenced herein, including but not limited to civil penalties pursuant to Labor Code
7 §2699(f) on behalf of Plaintiff, the PAGA Aggrieved Employees, and the State of California,
8 against Defendants, according to proof at trial;

9 14. As to the Fifth Cause of Action, for prejudgment and post judgment
10 interest, attorney's fees, and costs of suit pursuant to Labor Code §2699(g) and Civil Code
11 §§3287-3288; and

12 15. As to all Causes of Action, for all other relief that is just and proper.
13

14 Date: December 5, 2023

BASHAM LAW GROUP

15
16 By: 

17 GARY R. BASHAM

18 Attorneys for Plaintiffs GHENA AL-BAZIRGAN
19 and the Proposed Class
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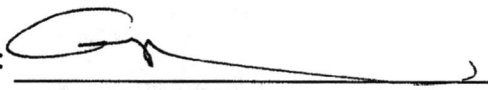
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DEMAND FOR JURY TRIAL

Plaintiff GHENA AL-BAZIRGAN hereby demands a trial by jury as provided by California Code of Civil Procedure section 631 and any other applicable law or statute.

Date: December 5, 2023

BASHAM LAW GROUP

By: 
GARY R. BASHAM

Attorneys for Plaintiffs GHENA AL-BAZIRGAN
and the Proposed Class

PROOF OF SERVICE

I, the undersigned declare:

I am employed in the County of Sacramento, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 8801 Folsom Blvd., Suite 280, Sacramento, CA 95826. On December 5, 2023, I caused the following to be served:

CLASS ACTION AND PAGA FIRST AMENDED COMPLAINT

_____ by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid for deposit in the United States Post Office mail box, at my business address shown above, following Basham Law Group's ordinary business practices for the collection and processing of mail, of which I am readily familiar, and addressed as set forth below.

_____ by depositing a true copy thereof enclosed in a sealed envelope with delivery fees thereon fully prepaid in a box or other facility regularly maintained by FedEx or delivering to an authorized courier or driver authorized by FedEx to receive documents on the same date that it is placed at Basham Law Group for collection, addressed as set forth below.

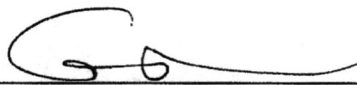
_____ by sending a copy by facsimile to the person(s) at the address(s) and facsimile number(s) set forth below.

X

_____ by email service to the person(s) at the address(s) set forth below.

Sheila Lamb Carroll (scarroll@thecarrollfirm.com)
Samantha I. Pranatadjaja (samanta@thecarrollfirm.com)
CARROLL & ASSOCIATES, P.C.
3600 American River Drive, Suite 205
Sacramento, CA 95864

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on December 5, 2023, at Sacramento, California.



Gary R. Basham