

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

10/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

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

NORMA VILLAGRAN as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

KOOS MANUFACTURING, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 23STCV18564

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

- (1) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (2) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (3) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (4) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (5) CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR
CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Norma Villagran (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Koos Manufacturing, Inc., a California Corporation; and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 226 *et seq.*, 226.7, 512, 516, 558, and 2698 *et seq.*, and
9 Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in addition to seeking
10 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
16 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
17 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was and is a California resident. During the four years immediately preceding the filing
22 of the Complaint in this action and within the statute of limitations periods applicable to each
23 cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
24 Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost
25 money and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 226 *et*
26 *seq.*, 226.7, 512, 516, 558, and 2698 *et seq.*, California Business & Professions Code § 17200 *et*
27 *seq.* (“Unfair Competition Law”), and Wage Order 1, which sets employment standards for the
28 manufacturing industry, which includes the industry in which Plaintiff worked for Defendants.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
3 continue to do) business and employed Plaintiff and other, similarly-situated non-exempt
4 employees within, among other counties, Los Angeles County and the state of California and,
5 therefore, were (and are) doing business in Los Angeles County and the State of California.

6 5. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
10 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
11 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
12 and proximately caused Plaintiff and the Classes (as defined in Paragraph 15) to be subject to the
13 unlawful employment practices, wrongs, injuries and damages complained of herein.

14 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
15 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

16 7. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each and every one of
19 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
20 were acting within the course and scope of said agency and employment. Defendants, and each
21 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
22 omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
27 members of the Classes.

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GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt “picker” in Defendants’ warehouse in South Gate, California from approximately June 10, 2019 through September 30, 2022. Previously, Plaintiff had worked as a non-exempt seamstress for Defendants from approximately September 1, 2011 until approximately 2019. In her position as a “picker,” Plaintiff’s job duties included preparing warehouse orders for shipment, amongst other things.

10. Throughout Plaintiff’s employment with Defendants, Plaintiff was not provided with a full 30 minutes of “net rest” for her meal periods, nor was she always provided with meal periods commencing before the end of the fifth hour of work. Specifically, Plaintiff was never provided with meal periods that were a full 30 minutes of “net rest” in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Plaintiff and other non-exempt employees could not leave their workstation and begin their meal period until exactly 12:00 p.m., when a bell rang for the start of the meal period. At 12:30 p.m. each workday, a second bell rang to signal the end of the meal period. Plaintiff and other non-exempt employees were required to be back at their assigned workstation at 12:30 p.m. when the second bell rang signaling the end of the meal period. Defendants’ managers/supervisors would check at 12:30 p.m. exactly to ensure that all employees had returned from their meal periods on time. Because of the distance between Defendants’ breakrooms and employees’ workstations, Plaintiff and other non-exempt employees would have to shorten their meal periods several minutes in order to return to their workstation prior to the second bell ringing to avoid disciplinary action. Thus, due to Defendants’ bell system, Plaintiff and other non-exempt employees were not provided with full 30-minute meal periods of net rest in an area appropriate for rest away from the workstation.

11. During Plaintiff’s employment with Defendants, Plaintiff was not authorized and permitted to take all required rest periods, because Defendants failed to provide at least 10 minutes of “net rest” in an area appropriate for rest away from the workstation. Specifically, Plaintiff’s and other non-exempt employees’ rest periods were often “short” due to a bell system used by Defendants to enforce rest periods. As with meal periods, Plaintiff and other non-exempt

employees could not leave their workstation until the start of their rest breaks at exactly 9:15 a.m. in the morning or 2:30 p.m. in the afternoon, when a bell rang signaling the start of the rest period. At the conclusion of the rest period, a second bell rang and a manager would check at exactly that time to ensure that all employees had returned from their breaks. Although the first rest period that Defendants provided to employees was 15 minutes in duration, the second rest period was only 10 minutes in duration. In other words, the second rest period began at 2:30 p.m. and employees were expected to be back at their workstation by 2:40 p.m. Because of the distance between breakroom and workstation, Plaintiff would have to end her rest break several minutes before the required period in order to return to work and avoid disciplinary action. Thus, Plaintiff was unable to ever take 10 minutes of “net rest” in an area appropriate for rest away from the workstation during her second rest period.

12. As a result of Defendants’ failure to pay all meal and rest period premium wages, Defendants failed to provide Plaintiff with accurate, itemized wage statements.

CLASS ACTION ALLEGATIONS

13. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Meal Period Class consists of all of Defendants’ current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, during the period of four years preceding the filing of the complaint through the present date.
- b. The Rest Period Class consists of all Defendants’ current and former non-exempt employees in California who worked at least one shift in excess of 6.0 hours or more, during the period of four years preceding the filing of the complaint through the present date.
- c. The Wage Statement Class consists of all members of the Meal Period Class and/or Rest Period Class, who received a wage statement during the period of one year through the filing of the complaint through the present date.

14. **Numerosity/Ascertainability:** The members of the Classes are so numerous that

joinder of all members would be unfeasible and not practicable. The membership of the Classes and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

15. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants authorized and permitted all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7, and 516; and
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226 *et seq.*; and

16. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping and meal/rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

17. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not provided all required meal and rest periods, and did not receive rest and meal period premium wages in lieu of missed or non-compliant meal and rest periods.

18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps

1 to represent fairly and adequately the interests of the members of the Classes. Moreover,
2 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
3 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
4 hour class actions in state and federal courts in the past and are committed to vigorously
5 prosecuting this action on behalf of the members of the Classes.

6 19. **Superiority:** The California Labor Code is broadly remedial in nature and serves
7 an important public interest in establishing minimum working conditions and standards in
8 California. These laws and labor standards protect the average working employee from
9 exploitation by employers who have the responsibility to follow the laws and who may seek to
10 take advantage of superior economic and bargaining power in setting onerous terms and
11 conditions of employment. The nature of this action and the format of laws available to Plaintiff
12 and members of the Classes make the class action format a particularly efficient and appropriate
13 procedure to redress the violations alleged herein. If each employee were required to file an
14 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
15 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
16 their vastly superior financial and legal resources. Moreover, requiring each member of the
17 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
18 employees who would be disinclined to file an action against their former and/or current employer
19 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
20 employment. Further, the prosecution of separate actions by the individual class members, even
21 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
22 with respect to the individual class members against Defendants herein; and which would
23 establish potentially incompatible standards of conduct for Defendants; and/or legal
24 determinations with respect to individual class members which would, as a practical matter, be
25 dispositive of the interest of the other class members not parties to adjudications or which would
26 substantially impair or impede the ability of the class members to protect their interests. Further,
27 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
28 individual prosecution considering all of the concomitant costs and expenses attending thereto.

As such, the Classes identified in Paragraph 15 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

20. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the Labor Code and Wage Order 1, § 11.

22. As a result, Defendants are responsible for the unpaid amount of meal period premiums owing, including interest thereon, pursuant to Labor Code §§ 226.7, 512, 516, 558, and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

25. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

26. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

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THIRD CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their actual regular and overtime hours worked, total gross wages earned, all rates of pay, and total net wages earned, in violation of Labor Code § 226 *et seq.*

29. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, non-payment of their meal and rest period premiums, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

30. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

FOURTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by: (a) failing provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and/or failing to pay them meal period premium payments; (b) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; and (c) knowingly failing to

1 furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage
2 statements in violation of Labor Code § 226 *et seq.*

3 33. Defendants' utilization of these unfair and/or unlawful business practices deprived
4 Plaintiff and continues to deprive members of the Classes of compensation to which they are
5 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
6 over Defendants' competitors who have been and/or are currently employing workers and
7 attempting to do so in honest compliance with applicable wage and hour laws.

8 34. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
9 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
10 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
11 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

12 35. The acts complained of herein occurred within the last four years immediately
13 preceding the filing of the Complaint in this action.

14 36. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
16 of Defendants' current non-exempt employees, and to enforce important rights affecting the
17 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
18 which she is entitled to recover under Code of Civil Procedure § 1021.5.

19 **FIFTH CAUSE OF ACTION**

20 **PRIVATE ATTORNEYS GENERAL ACT**

21 **(AGAINST ALL DEFENDANTS)**

22 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 38. Defendants have committed several Labor Code violations against Plaintiff,
24 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
25 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
26 employees, brings this representative action against Defendants to recover the civil penalties due
27 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
28 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited

to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 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, based on the following Labor Code violations:

- a. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- b. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- c. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- d. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- e. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

39. On August 4, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the

1 California Labor Code identified in Paragraph 38 (a)-(e). Now that sixty-five days have passed
2 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
3 provided notice that it intends to investigate the violations, Plaintiff has exhausted her
4 administrative requirements for bringing a claim under the Private Attorneys General Act with
5 respect to these violations.

6 40. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved
7 Employees, as defined by Labor Code § 2699(c).

8 41. Plaintiff was compelled to retain the services of counsel to file this court action to
9 protect her interests and the interests of other aggrieved employees, and to assess and collect the
10 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
11 she is entitled to receive under California Labor Code § 2699(g).

12 **PRAYER**

13 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
14 this suit is brought against Defendants, as follows:

- 15 1. For an order certifying the proposed Classes;
- 16 2. For an order appointing Plaintiff as representative of the Classes;
- 17 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 18 4. Upon the First Cause of Action, for compensatory, consequential, general and
19 special damages according to proof pursuant to Labor Code §§ 226.7, 512, 516 and 558;
- 20 5. Upon the Second Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 22 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
23 226 *et seq.*;
- 24 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and members of the
25 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
26 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
27 *seq.*;
- 28 8. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff, other aggrieved

employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 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, based on the Labor Code violations identified in Paragraph 38 (a)-(e);

9. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

10. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

Dated: October 9, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: October 9, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Norma Villagran v. Koos Manufacturing, Inc.
Los Angeles County Superior Court Case No. 23STCV18564

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On October 9, 2023, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

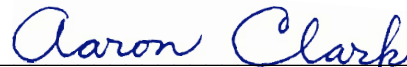
on the interested party(ies) in this action as follows:

Kally Aman, Esq.
Buchalter, APC
1000 Wilshire Boulevard, Suite 1500
Los Angeles, California 90017-1730
Attorneys for Defendant KOOS MANUFACTURING, INC.

[X] (BY MAIL) I am "readily familiar" with Haines Law Group, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

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

Executed on October 9, 2023, at El Segundo, California.



Aaron Clark