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FILED
 Superior Court of California
 County of Los Angeles
12/04/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

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

LIZBETH REYES, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

IMPRESS COMMUNICATIONS, INC., a
 California corporation; and DOES 1 through
 100,

Defendants.

Case No. 23STCV23663

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

- (1) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, and 558);
- (2) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, and 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 Lizbeth Reyes (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants Impress Communications,
3 Inc., a California corporation; and DOES 1 through 100, inclusive (collectively, “Defendants”),
4 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 Labor Code §§ 226 *et seq.*, 226.7,
8 512, 516, 558, and 2698 *et seq.*; California Business & Professions Code § 17200 *et seq.*, and
9 Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), 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 California Code of Civil
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
16 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
17 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
18 County, and 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 currently is, a California resident. Within the statute of limitations periods
22 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
23 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
24 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
25 to her by Labor Code §§ 226 *et seq.*, 226.7, 512, 516, 558, and 2698 *et seq.*, California Business
26 & Professions Code § 17200 *et seq.*, and Wage Order 4, which sets employment standards for the
27 “Professional, Technical, Clerical, Mechanical and Similar Occupations.”
28

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
2 period relevant to this action, Defendants did (and do) business by providing printing and
3 packaging services to various industries.

4 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 mentioned herein, Defendants were licensed to do business in California and were the employers
6 of Plaintiff and of the members of the Classes (as defined in Paragraph 13).

7 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
8 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
9 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
10 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
11 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
12 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
13 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
14 to the illegal employment practices, wrongs and injuries complained of herein. All references in
15 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

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 acted 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 the
27 Classes (as defined in Paragraph 13).

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10. During Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Plaintiff and other non-exempt employees also regularly worked more than 10.0 hours and never received a second legally compliant meal period. Specifically, although Plaintiff and other non-exempt employees were scheduled to start their shifts at 5:00 a.m., Defendants did not provide a first meal period until 11:00 a.m., well after the completion of five hours work. On those occasions when Plaintiff was not provided with all legally required meal periods to which she was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

11. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof due to work demands imposed by Defendants. Despite failing to authorize and permit Plaintiff and other non-exempt employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Plaintiff or other non-exempt employees any rest period premiums.

12. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

CLASS ACTION ALLEGATIONS

13. Class Definitions: Plaintiff brings this Complaint 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: (i) worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work as reflected in their timekeeping records, and who do not have a corresponding meal period premium payment made for such shifts and/or (ii) who worked at least one shift in excess of 10.0 hours without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment made for such shifts, during the four years immediately preceding the filing of this action through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present.

c. The Wage Statement Class consists of all members of the Meal Period Class and/or Rest Period Class who have received a wage statement from Defendants during the one year immediately preceding the filing of the Complaint through the present.

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 Classes

number is in excess of fifty (50) individuals as to each class. 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 provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- ii. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- iii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7; and
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226

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 and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform meal and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her 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 statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not provided all required meal periods, was not authorized

1 and permitted to take all required rest periods, did not receive meal and rest period premium
2 wages for missed and/or non-compliant meal and rest periods, and was not issued accurate
3 itemized wage statements.

4 **18. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
5 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
6 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
7 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
8 hour class actions in state and federal courts in the past and are committed to vigorously
9 prosecuting this action on behalf of the members of the Classes.

10 **19. Superiority:** The California Labor Code is broadly remedial in nature and serves
11 an important public interest in establishing minimum working conditions and standards in
12 California. These laws and labor standards protect the average working employee from
13 exploitation by employers who have the responsibility to follow the laws and who may seek to
14 take advantage of superior economic and bargaining power in setting onerous terms and
15 conditions of employment. The nature of this action and the format of laws available to Plaintiff
16 and members of the Classes make the class action format a particularly efficient and appropriate
17 procedure to redress the violations alleged herein. If each employee were required to file an
18 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
19 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
20 their vastly superior financial and legal resources. Moreover, requiring each member of the
21 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
22 employees who would be disinclined to file an action against their former and/or current employer
23 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
24 employment. Further, the prosecution of separate actions by the individual class members, even
25 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
26 with respect to the individual class members against Defendants herein; and which would
27 establish potentially incompatible standards of conduct for Defendants; and/or legal
28 determinations with respect to individual class members which would, as a practical matter, be

dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes 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 California Labor Code and Wage Order 4, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

22. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest thereon, statutory penalties, civil penalties, and costs of suit.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

24. Wage Order 4, § 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.

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

5 **THIRD CAUSE OF ACTION**

6 **WAGE STATEMENT VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

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

9 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
11 and members of the Wage Statement Class with accurate and complete, itemized wage statements
12 that included, among other requirements, all hours worked, total gross wages earned, all rates of
13 pay and corresponding number of hours worked, total net wages earned, and the correct name of
14 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

15 29. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
16 with accurate and complete, itemized wage statements resulted in actual injury, as said failures
17 led to, among other things, the non-payment of meal and rest period premium wages owed, and
18 deprived them of the information necessary to identify the discrepancies in Defendants' reported
19 data.

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

24 **FOURTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

26 **(AGAINST ALL DEFENDANTS)**

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

28 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 to 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 furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226.

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

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

35. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

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

FIFTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

38. Defendants have committed several Labor Code violations against Plaintiff,

members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, 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) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$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 (5) \$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 September 28, 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 California Labor Code identified in Paragraph 38 (a)-(e). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226 et. seq.;

7. Upon the Fourth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

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, and 2699(g); and Code of Civil Procedure § 1021.5; and

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

Dated: December 4, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:

Paul K. Haines
Attorneys for Plaintiff

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Dated: December 4, 2023

By:

Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Lizbeth Reyes v. Impress Communications, Inc.
Los Angeles County Superior Court Case No. 23STCV23663

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 December 4, 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:

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[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c)(3), I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service First Legal.

[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c)(3), I sent the document(s) to the person(s) at the electronic service address(es) listed from the email address aclark@haineslawgroup.com.

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

3 Executed on December 4, 2023, at El Segundo, California.

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5 Aaron Clark
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