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Attorneys for Plaintiff and the Class

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

CATHERINE POBRE, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

UPSTART NETWORK, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No. 26-CIV-05516

[Assigned for all purposes to the Hon.
Michael L. Mau, in Department 20]

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

- 1. VIOLATION OF LABOR CODE
§§ 510, 558, and 1194;**
- 2. VIOLATION OF LABOR CODE
§§ 201, 202 and 203;**
- 3. VIOLATION OF LABOR CODE §
226(a);**
- 4. VIOLATION OF BUSINESS &
PROFESSIONS CODE § 17200
ET. SEQ.**
- 5. VIOLATIONS OF THE
CALIFORNIA LABOR CODE
(LAB. CODE § 2698 ET SEQ.)**

DEMAND OVER \$35,000

Complaint Filed: July 14, 2026

Trial Date: None

1 Plaintiff Catherine Pobre (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action Complaint against Upstart Network, Inc. (“Defendant”), and Does 1-50
3 (hereinafter collectively referred to as “Defendants”), individually and on behalf of all other similarly
4 situated current and former employees of Defendants for penalties and/or damages for failure to
5 provide accurate itemized wage statements as follows:

6 **INTRODUCTION**

7 1. This class and representative action is within the Court’s jurisdiction under California
8 Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, and 2698, and Business and
9 Professions Code section 17200 *et. seq.*,

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against employees of Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
13 and severally, have acted intentionally and with deliberate indifference and conscious disregard to the
14 rights of all employees in Defendants’ policy and practice of: (a) failing to incorporate all non-
15 discretionary incentive wages in the regular rate of pay used to calculate and pay overtime wages, in
16 violation of Labor Code sections 201, 202, 203, 510, 558 and 1194; (b) failing to incorporate all non-
17 discretionary incentive wages in the regular rate of pay used to calculate and pay sick pay wages, in
18 violation of Labor Code sections 201, 202, 203 and 246; (c) failing to provide accurate itemized wage
19 statements, in violation of Labor Code section 226; and (d) engaging in Unfair Business Practices in
20 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

21 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
22 engaged in, among other things a system of willful violations of the California Labor Code, by
23 creating and maintaining policies, practices and customs that knowingly deny employees the above
24 stated rights and benefits.

25 **JURISDICTION AND VENUE**

26 5. This Complaint is within the Court’s jurisdiction under California Labor Code sections
27 201, 202, 203, 226(a), 246, 510, 558, 1194, and 2698, and Business and Professions Code section
28 17200 *et. seq.*

6. Venue is proper in San Mateo County because Plaintiff and other employees worked for Defendant in San Mateo, California.

PARTIES

7. Plaintiff was employed by Defendant as a senior mailroom administrator during the approximate period of January 17, 2022, until or about June 24, 2026. For the duration of Plaintiff's employment with Defendant, she was an hourly, non-exempt employee.

8. Plaintiff is informed and believes and based thereon alleges that Upstart Network, Inc. is a Delaware corporation doing business in the State of California, including in this County.

9. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, and 2698, and Business and Professions Code section 17200 *et. seq.*

10. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

11. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

12. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer

of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

13. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

14. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

15. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382 of the following classes: (1) all current and former non-exempt employees of Defendant in the State of California who, at any time from July 14, 2022 through the present, worked overtime and earned non-discretionary incentive wages, including Access Allowance, during the same workweek (the “Overtime Class” or “Overtime Class Members”); and (2) all former non-exempt employees of Defendant in the State of California, who separated employment at any time from July 14, 2023, through the present, and who earned non-discretionary incentive wages, including Access Allowance, and sick pay during the same workweek (the “Sick Pay Class” or “Sick Pay Class Members”).¹

16. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendant’s records, including payroll records. Plaintiff is

¹ Together, the Overtime Class and Sick Pay Class constitute the “Class” and “Class Members.”

1 informed and believes and based thereon alleges that Defendant: (a) failed to incorporate all non-
2 discretionary incentive wages in the regular rate of pay used to calculate and pay overtime wages, in
3 violation of Labor Code sections 201, 202, 203, 510, 558 and 1194; (b) failed to incorporate all non-
4 discretionary incentive wages in the regular rate of pay used to calculate and pay sick pay wages, in
5 violation of Labor Code sections 201, 202, 203 and 246; (c) failed to provide accurate itemized wage
6 statements, in violation of Labor Code section 226; and (d) engaged in Unfair Business Practices in
7 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

8 **17. Adequacy of Representation:** The named Plaintiff is fully prepared to take all
9 necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff's
10 attorneys are ready, willing and able to fully and adequately represent the class and individual
11 Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and
12 currently have a number of wage-and-hour class actions pending in California courts.

13 **18. Common Question of Law and Fact:** There are predominant common questions of
14 law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning
15 Defendant's policy and practice of: (a) failing to incorporate all non-discretionary incentive wages in
16 the regular rate of pay used to calculate and pay overtime wages, in violation of Labor Code sections
17 201, 202, 203, 510, 558 and 1194; (b) failing to incorporate all non-discretionary incentive wages in
18 the regular rate of pay used to calculate and pay sick pay wages, in violation of Labor Code sections
19 201, 202, 203 and 246; (c) failing to provide accurate itemized wage statements, in violation of Labor
20 Code section 226; and (d) engaging in Unfair Business Practices in violation of the UCL, the
21 California Labor Code, and the applicable IWC Wage Orders.

22 **19. Typicality:** The claims of Plaintiff are typical of the claims of all members of the
23 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner
24 as the Class members. As with other California non-exempt employees, Plaintiff earned
25 nondiscretionary incentive pay, including but not limited to an Access Allowance. During workweeks
26 when Plaintiff earned overtime and said non-discretionary pay, Defendant failed to include the non-
27 discretionary pay in the calculation of the regular rate for the purposes of paying overtime wages.
28 Rather, whenever Defendant paid overtime wages to Plaintiff during workweeks when she also earned

1 non-discretionary pay, the overtime wages were paid at 1.5 times her base rate of pay, instead of the
2 correct, higher regular rate of pay. As such, Plaintiff is owed additional overtime wages based on the
3 correct regular rate of pay. Relatedly, Defendant also failed to pay sick pay at the correct regular rate
4 of pay. During workweeks when Plaintiff earned non-discretionary pay and sick pay, the non-
5 discretionary incentive pay should have been factored into the regular rate of pay. However,
6 Defendant paid the sick pay wages at the base rate of pay. As such, Plaintiff is owed the sick pay
7 based on the correct regular rate of pay. To date, Plaintiff has yet to receive the underpaid wages owed
8 to her, within the deadlines set forth in Labor Code sections 201 and 202. As such, Plaintiff is owed
9 waiting time penalties. Lastly, as a result of the underpayment of wages alleged above, the wage
10 statements issued to Plaintiff violated Labor Code section 226. More specifically, the wage statements
11 displayed inaccurate rates of pay and net and gross wages earned. Therefore, Plaintiff is a member of
12 the Class and has suffered the alleged violations of California Labor Code sections 201, 202, 203,
13 226(a), 246, 510, 558, and 1194, and the UCL.

14 20. The California Labor Code and upon which Plaintiff bases these claims is broadly
15 remedial in nature. These laws and labor standards serve an important public interest in establishing
16 minimum working conditions and standards in California. These laws and labor standards protect the
17 average working employee from exploitation by employers who may seek to take advantage of
18 superior economic and bargaining power in setting onerous terms and conditions of employment.

19 21. The nature of this action and the format of laws available to Plaintiff and members of
20 the Class identified herein make the class action format a particularly efficient and appropriate
21 procedure to redress the wrongs alleged herein. If each employee were required to file an individual
22 lawsuit, the corporate defendant would necessarily gain an unconscionable advantage since it would
23 be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
24 superior financial and legal resources. Requiring each Class member to pursue an individual remedy
25 would also discourage the assertion of lawful claims by employees who would be disinclined to file an
26 action against their former and/or current employer for real and justifiable fear of retaliation and
27 permanent damage to their careers at subsequent employment.

28 22. The prosecution of separate actions by the individual class members, even if possible,

1 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
2 Class members against Defendant and which would establish potentially incompatible standards of
3 conduct for Defendant, and/or (b) adjudications with respect to individual Class members which
4 would, as a practical matter, be dispositive of the interest of the other Class members not parties to the
5 adjudications or which would substantially impair or impede the ability of the Class members to
6 protect their interests. Further, the claims of the individual members of the Class are not sufficiently
7 large to warrant vigorous individual prosecution considering all of the concomitant costs and
8 expenses.

9 23. Such a pattern, practice and uniform administration of corporate policy regarding
10 illegal employee compensation described herein is unlawful and creates an entitlement to recovery by
11 the Plaintiff and the Class identified herein, in a civil action, for applicable penalties and interest
12 thereon, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor
13 Code sections 218.5, 226, 558 and 1194, and Code of Civil Procedure section 1021.5.

14 24. Proof of a common business practice or factual pattern, which the named Plaintiff
15 experienced and are representative of, will establish the right of each of the members of the Class to
16 recovery on the causes of action alleged herein.

17 25. The Class is commonly entitled to a specific fund with respect to the compensation
18 illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those
19 funds being improperly withheld by Defendants. This action is brought for the benefit of the entire
20 class and will result in the creation of a common fund.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE §§ 510, 558, ANND 1194**

23 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE OVERTIME CLASS)**

24 26. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
25 fully set for herein.

26 27. This cause of action is brought pursuant to Labor Code sections 510, 558 and 1194,
27 which require an employer to pay employees overtime at a rate of one and one-half the employee's
28 regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

1 28. As a pattern and practice, Defendant paid Plaintiff and Overtime Class Members
2 overtime wages based on the incorrect regular rate of pay. During workweeks when employees
3 worked overtime and earned non-discretionary incentive pay, Defendant failed to properly calculate
4 the regular rate of pay for purposes of paying overtime. Specifically, Defendant failed to incorporate
5 the non-discretionary pay, including without limitation, Access Allowance, into the calculation of the
6 regular rate of pay. As a result of such policy and practice, Defendant underpaid overtime wages to
7 Plaintiff and Overtime Class Members and thus owe additional overtime wages.

8 29. Plaintiff is informed and believes, and based thereon alleges, that Defendant willfully
9 failed to pay Plaintiff and the Overtime Class wages due and owing to them. Defendant's willful and
10 intentional failure to provide wages due and owing to separated Overtime Class Members resulted in
11 continued payment of wages up to thirty (30) days from the time the wages are due. Therefore, all
12 members of the Overtime Class who have separated from employment are entitled to compensation as
13 per Labor Code section 203.

14 30. Such a pattern, practice, and uniform administration of corporate policy regarding
15 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery
16 by Plaintiff and the Overtime Class in a civil action, for the unpaid balance of the full amount of
17 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the
18 mandate of California Labor Code sections 201, 202, 203, 510, 558, 1194, 1197, and 1197.1.

19 **SECOND CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE §§ 201, 202 AND 203**

21 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

22 31. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
23 fully set for herein.

24 32. Labor Code section 203 provides that if an employer willfully fails to pay wages owed
25 in accordance with Labor Code sections 201 and 202, then the wages of the employee shall continue
26 as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for
27 more than thirty (30) days.

28 33. Labor Code section 201 provides if an employer discharges an employee, the wages

1 earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202
2 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an
3 employee quits his or her employment, unless the employee has given seventy-two (72) hours
4 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
5 wages at the time of quitting.

6 34. Labor Code section 246 provides that an employee is entitled to receive sick time pay.
7 The employer shall calculate paid sick leave by using one of two calculations: (1) "Paid sick time for
8 nonexempt employees shall be calculated in the same manner as the regular rate of pay for the
9 workweek in which the employee uses paid sick time, whether or not the employee actually works
10 overtime in that workweek;" or (2) "Paid sick time for nonexempt employees shall be calculated by
11 dividing the employee's total wages, not including overtime premium pay, by the employee's total
12 hours worked in the full pay periods of the prior 90 days of employment."

13 35. Whenever Defendant paid Plaintiff and Sick Pay Class Members sick pay pursuant to
14 California Labor Code section 246, Defendant did so at the incorrect rate of pay. Plaintiff and Sick
15 Pay Class Members routinely earned non-discretionary incentive remuneration, including without
16 limitation, an Access Allowance, thereby increasing their regular rates of pay to amounts that were
17 higher than their base rates of pay. However, whenever sick pay was paid to Plaintiff and Sick Pay
18 Class Members, it was paid only at their base rates of pay, rather than the higher regular rates of pay,
19 as required under Labor Code section 246.

20 36. As a pattern and practice, Defendant regularly failed to pay Plaintiff and Sick Pay Class
21 Members their correct wages and accordingly owe waiting time penalties pursuant to Labor Code
22 section 203. Further, Plaintiff is informed and believes and based thereon alleges, that such failure to
23 pay sick pay at the correct regular rate was willful, such that Plaintiff and Sick Pay Class Members are
24 entitled to waiting time penalties pursuant to Labor Code sections 201, 202 and 203.

25 37. Defendant willfully failed to pay Plaintiff, Sick Pay Class Members, and separated
26 Overtime Class Members all their wages due, as alleged hereinabove and hereinafter, upon the
27 termination of their employment within the times prescribed by Labor Code sections 201 and 202 and
28 are therefore subject to a waiting time penalty. Plaintiff, Sick Pay Class Members, and separated

Overtime Class Members, are entitled to recover from Defendant the statutory penalty for each day they

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)

38. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

39. Defendant failed in its affirmative obligation to provide accurate itemized wage statements, in violation of Labor Code section 226.

40. Plaintiff and the Class were paid hourly. As such, the wage statements should have reflected the applicable hourly rates of pay, total hours worked, and gross and net wages earned, pursuant to Labor Code section 226. However, the wage statements issued by Defendant to Plaintiff, Overtime Class Members and Sick Pay Class Members failed to identify such information accurately.

41. As a result of the underpayment of overtime and sick pay wages, Defendant issued inaccurate wage statements to Plaintiff, the Overtime Class and the Sick Pay Class. In this regard, the wage statements failed to accurately identify the hourly rates of pay, gross wages earned, and net wages earned.

42. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff, the Overtime Class and the Sick Pay Class in a civil action, for all damages or penalties pursuant to Labor Code section 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code section 226.

FOURTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *ET. SEQ*

(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)

43. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

44. Defendant has engaged and continue to engage in unfair and unlawful business

practices in California by practicing, employing, and utilizing the employment practices outlined above, including by: (a) failing to incorporate all non-discretionary incentive wages in the regular rate of pay used to calculate and pay overtime wages, in violation of Labor Code sections 510, 558 and 1194; and (b) failing to incorporate all non-discretionary incentive wages in the regular rate of pay used to calculate and pay sick pay wages, in violation of Labor Code section 246.

45. Defendant's utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendant's competitors.

46. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendant by means of the unfair practices complained of herein.

47. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code section 17200, et seq., including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE § 2698 ET SEQ.

(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES)

48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

49. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendant's violations of Sections 201, 202, 203, 204, 226, 246, 510, 558, 1194, 1197 and 1197.1, committed since June 25, 2025, against all aggrieved employees. As stated herein, Defendant engaged in a pattern and practice of: (a) failing to incorporate all non-discretionary incentive wages in the regular rate of pay used to calculate and pay overtime wages, in violation of Labor Code sections 201, 202, 203, 510, 558 and 1194; (b) failing to

incorporate all non-discretionary incentive wages in the regular rate of pay used to calculate and pay sick pay wages, in violation of Labor Code sections 201, 202, 203 and 246; (c) failing to provide accurate itemized wage statements due to the underpayment of overtime and sick pay wages as alleged herein, in violation of Labor Code section 226; and (d) failing to pay all earned wages during and upon separation of employment due to the underpayment of overtime and sick pay as alleged herein, in violation of Labor Code sections 201, 202, 203, and 204. Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the alleged violations were committed against Plaintiff as an employee of Defendant.

50. On or about June 25, 2026, Plaintiff sent written notice to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendant’s above violations. Plaintiff simultaneously sent written notice to Defendant via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

51. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendant's violations against all aggrieved employees for the period described above.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as the representative of the Classes as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code sections 201, 202, 203, 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code sections 201, 202, 203 and 246, and for costs and attorneys' fees;

1 6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set
2 forth in California Labor Code section 226(a), and for costs and attorneys' fees;

3 7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set
4 forth in Business and Professions Code section 17200 *et. seq.*, and for costs and attorneys' fees;

5 8. Upon the Fifth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
6 and for costs and attorneys' fees;

7 9. On all causes of action, for attorneys' fees and costs as provided by California Labor
8 Code sections 218.5, 226, and 1194, and Code of Civil Procedure section 1021.5; and

9 10. For such other and further relief as the Court may deem just and proper.

10 DATED: August 28, 2026

DIVERSITY LAW GROUP
POLARIS LAW GROUP

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14 By: _____

Larry W. Lee

Kristen M. Agnew

William L. Marder

Attorneys for Plaintiff and the Class
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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

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 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On August 28, 2026, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

Zachary P. Hutton Anna M. Skaggs Sheppard, Mullin, Richter & Hampton LLP Four Embarcadero Center, 17th Floor San Francisco, California 94111-4109	<i>Attorneys for Defendant Upstart Network, Inc.</i> zhutton@sheppard.com askaggs@sheppard.com
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 28, 2026, at Los Angeles, California.



Olympia Peña