ELECTRONICALLY FILED
Superior Court of California
County of Marin
08/09/2024
James M. Kim, Clerk of the Court
By: K. Keeton, Deputy

Matthew A. Haulk (SBN 272457)
Email: mhaulk@hhemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hhemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff and all other similarly situated
MAYGREE LINDOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

MAYGREE LINDOR, an individual, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

PRAC HOLDINGS, INC., a Delaware corporation; and DOES 1 TO 50,

Defendants.

CASE NO. CV0000805

FIRST AMENDED INDIVIDUAL & CLASS ACTION COMPLAINT FOR:

1. **UNPAID WAGES AND OVERTIME**
2. **FAILURE TO PROVIDE MEAL PERIODS**
3. **FAILURE TO PROVIDE REST PERIODS**
4. **WAITING TIME PENALTY FOR NONPAYMENT OF WAGES**
5. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
6. **FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY EXPENDITURES OR LOSSES**
7. **UNFAIR/UNLAWFUL BUSINESS PRACTICES**
8. **VIOLATION OF CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (PAGA)**

DEMAND FOR TRIAL BY JURY

[UNLIMITED CIVIL JURISDICTION]

I. INTRODUCTION

1. Plaintiff Maygree Lindor ("Plaintiff" or "Ms. Lindor") brings this action on behalf of herself for Defendant Prac Holdings, Inc. dba Arcadia Care And Staffing's (the "Company") failure to pay regular and overtime wages, failure to provide timely meal periods, failure to provide rest periods, failure to pay premium wages for missed/delayed meal and rest periods, failure to furnish wage statement, failure to pay all wages due upon separation of employment and failure to reimburse business expenses. Plaintiff also brings this action as a class action for the Company's failure to reimburse business expenses to its California employees. As a result of these acts or omissions, the Company has violated California statutory laws as described below.

II. JURISDICTION AND VENUE

2. Plaintiff hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq*., applicable provisions of the California Labor Code, including 201, 202, 203, 204, 206, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 1194 *et seq.*, 2810.5 ,1198, 2802, and the applicable Industrial Welfare Commission Wage Order (the "IWC Wage Order"), in addition to declaratory relief and restitution.

3. This court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this court's jurisdictional minimum. Venue in this court is proper because Defendants actively and regularly conducted business in Marin County, and a significant portion of the events giving rise to this action occurred here.

4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings causes of action based solely on, and arising from, California law. The claims of the class are also individual claims for violations of California law described herein. These claims arise from Defendants' common and systemic failure to reimburse employees for business expenses, and their unfair business practices based on the foregoing.

III. PARTIES

5. Plaintiff Maygree Lindor is an individual over the age of eighteen, and resides in California.

6. Defendant Prac Holdings, Inc. is incorporated in Delaware and has its headquarters in Illinois. The Company employed and employs individuals in California, including Plaintiff, and regularly conducts business in California, including Marin County.

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as Doe Defendants 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Class to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein. The Company and Doe Defendants 1 to 50 are referred to herein as “Defendants”.

8. 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 and every one 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. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein

9. At all times mentioned herein, 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. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Class.

IV. PAGA ALLEGATIONS

10. On or around the date of filing of this Complaint, Plaintiff filed a claim with the California Labor and Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail to Defendant. The LWDA has not responded within the statutory timeframe, Plaintiff has exhausted her administrative remedies and, she has brought a cause of action under California's Labor Code Private Attorney General Act ("PAGA") as alleged further herein.

V. CLASS ACTION ALLEGATIONS

11. Plaintiff brings this case as a class action pursuant to California Code of Civil Procedure § 382 on behalf of a class (hereafter the "Class") consisting of the following:

a. <u>The Class</u>: All persons who performed services in the State of California during the Class Period for the Company and incurred necessary and reasonable business expenses including but not limited to mobile telephone expenses ("Class Members"). The Class Period is the time period starting four years before the filing of the initial Complaint in this action plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the "Emergency Rules Related to COVID-19".

12. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issue.

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

14. <u>Numerosity</u>. The members of the Class are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Class are unknown to Plaintiff at this time; however, it is estimated that the Class number greater

than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of the Company's personnel records.

15. Typicality. Plaintiff's claims are typical of the claims of the members of the Class. Defendants subjected all Class Members to identical violations of the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, and the California Business and Professions Code. The factual grounds of Defendants' violations are common to all Class Members and represent a common thread of unlawful conduct resulting in injury to all members of the Class.

16. Commonality. Common questions of law and fact exist with respect to all members of the Class and predominate over any questions solely affecting individual members. Issues of law and fact common to the Class include:

a. Whether Defendants failed to reimburse Plaintiff and Class Members for all necessary expenditures or losses incurred by them in direct consequence to the discharge of their duties in violation of Labor Code section 2802, or of their obedience of the direction of the Defendants; and

b. Whether the violations alleged in (a) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

17. Adequacy. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff is represented by attorneys who have class action experience in wage and hour and class action law and are committed to vigorously prosecuting this action on behalf of the members of the Class.

18. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and

burden of individual lawsuits would make it virtually impossible for Class Members, Defendants, or the court to cost-effectively redress separately the unlawful conduct alleged. Plaintiff knows of no difficulties to be encountered in the management of this action that would preclude its maintenance as a class action.

VI. GENERAL FACTUAL ALLEGATIONS

19. Maygree Lindor was hired by PRAC Holdings, Inc. dba Arcadia Care and Staffing in October 2019 in the role of Service Coordinator for Marin County.

20. In that capacity, Ms. Lindor's responsibilities encompassed the assessment of client needs and the subsequent matching of clients with suitable caregivers. She also undertook the critical duty of hiring caregivers, which included recruiting and selecting a qualified workforce. Additionally, Ms. Lindor was entrusted with the intricate tasks of scheduling, payroll management, and overseeing timekeeping for a substantial number of caregivers.

21. Throughout her employment, Ms. Lindor encountered numerous employment violations that adversely affected her work environment and compensation.

22. Firstly, she was consistently required to undertake business-related travel in order to meet with clients. Despite accumulating substantial mileage during these trips, Ms. Lindora was not reimbursed for her travel expenses.

23. Secondly, her role necessitated the use of her personal cell phone for various business purposes. This included tasks such as clocking in and out and communicating with employees. Unfortunately, she was not reimbursed for the expenses incurred due to the required use of her personal device. Defendant requires its employees, including but not limited to all caregivers, to utilize their personal phone for business purposes (e.g., clocking in/out, transmitting client information to Defendant, etc.), and either does not reimburse or under-reimburses employees for such use.

24. Furthermore, Defendant failed to comply with legally mandated rest break and meal break requirements. In instances where Ms. Lindor was permitted rest/meal breaks, she was compelled to take these breaks in an untimely manner. However, she

was not provided with the legally mandated premium for such breaks that were either denied or taken untimely.

25. Lastly, Ms. Lindor was consistently expected to and did answer business-related calls outside of her regular working hours. Despite this additional workload, she was not compensated for the time spent addressing these work-related matters beyond her standard work schedule.

26. Ms. Lindor's employment was terminated in May 2023.

27. Plaintiff and the Class Members, were employed in California by the Defendants at various times during the Class Period.

A. Failure to Reimburse Necessary Business Expenses

28. During the Class Period, Plaintiff, like other Class Members, was not reimbursed for necessary and reasonable business expenses including but not limited to mobile telephone expenses.

FIRST CAUSE OF ACTION
UNPAID HOURLY WAGES
(Plaintiff on behalf of Herself against All Defendants)

29. Plaintiff, on behalf of herself, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

30. Under Labor Code §§ 204, 215, 216, 218.5, 510, 1194, 1194.2, 1197, 1199, and the applicable IWC Wage Order, it is unlawful for an employer to suffer or permit an employee to work without paying wages for all hours worked. "Hours worked" is defined to include the time an employee is suffered or permitted to work, whether or not required to do so. At all relevant times, Defendants have failed to pay Plaintiff for all hours worked and/or have regularly and consistently maintained policies and practices of refusing to pay Plaintiff for all hours worked.

31. Plaintiff should have received regular wages according to the hours worked during employment. Defendants owe Plaintiff regular wages and have failed and refused, and continue to fail and refuse, to pay Plaintiff the amounts owed as regular wages.

32. Plaintiff was entitled to overtime compensation for all overtime hours worked

during her employment. Defendants failed and continue to fail to pay Plaintiff for all hours worked, including overtime hours, and Plaintiff is therefore entitled to the amounts owed as overtime wages.

33. As a direct and proximate result of Defendants' conduct, as set forth herein, Plaintiff has sustained damages and been deprived of wages and overtime compensation that are owed in amounts to be proven at trial. Plaintiff is entitled to recovery of such amounts, plus interest, liquidated damages under Labor Code section 1194.2(a), and attorneys' fees and costs.

SECOND CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Plaintiff on behalf of Herself against All Defendants)

34. Plaintiff, on behalf of herself, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

35. California Labor Code §512 provides, in pertinent part, as follows: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

36. California Labor Code §512 further provides: "An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not."

37. Cal. Labor Code §226.7(a) provides: "No employer shall require an employee to work during any meal . . . period mandated by an applicable order of the Industrial Welfare Commission."

38. The Wage Orders provide, in pertinent part, as follows: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

39. Pursuant to Defendants' policies, Defendants routinely fail and failed to permit, authorize and/or provide Plaintiff with meal periods in violation of all applicable Wage Orders, California Regulations and California Labor Code sections.

40. By failing to provide Plaintiff with these meal periods, Defendants violated California Labor Code sections 512 and 226.7, as well as applicable provisions of the IWC Wage Orders. As a result of the unlawful acts of Defendants set forth herein, Plaintiff has been unfairly and illegally deprived meal periods and is entitled to one additional hour of premium pay for each missed meal period.

<u>THIRD CAUSE OF ACTION</u>
REST PERIOD VIOLATIONS
(Plaintiff on behalf of Herself against All Defendants)

41. Plaintiff, on behalf of herself, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

42. The Wage Orders authorize employees to take paid rest periods based on the total hours worked daily at the rate of ten minutes rest per four hours or major fraction thereof.

43. Cal. Labor Code §226.7(a) provides: "No employer shall require an employee to work during any ... rest period mandated by an applicable order of the Industrial Welfare Commission."

44. Defendants had and still have a uniform policy and practice of not providing employees with lawful rest breaks. Plaintiff did not receive timely and full rest breaks.

45. By requiring Plaintiff to miss these rest periods, Defendants violated the Wage Orders and California Labor Code section 226.7. As a result of the unlawful acts of Defendants set forth herein, Plaintiff has been unfairly and illegally deprived of rest periods, and are entitled to one additional hour of premium pay for each missed rest period.

<u>FOURTH CAUSE OF ACTION</u>
WAITING TIME VIOLATIONS
(Plaintiff on behalf of Herself against All Defendants)

46. Plaintiff, on behalf of herself, incorporates by reference all other paragraphs

of this Complaint as if they were re-alleged and set forth herein.

47. California Labor Code §201(a) provides, in pertinent part, as follows: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

48. California Labor Code §202(a) provides, in pertinent part, as follows: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

49. California Labor Code §206(a) provides, in pertinent part, as follows: “In case of a dispute over wages, the employer shall pay, without condition, and within the time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to the employee all remedies he might otherwise be entitled to as to any balance claimed.”

50. Where an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 through 203 of the California Labor Code, all wages due to an employee who has been discharged or has quit, California Labor Code §203 entitles the affected employee to receive from the employer a penalty of up to 30 days wages calculated from the due date of the wages until the time an action to recover the wages is commenced.

51. As alleged herein, Defendants have failed to pay earned wages (including but not limited to premium pay for missed meal and rest breaks, overtime pay and base pay for all hours worked) to Plaintiff at the time they became due and payable, and have thus violated sections 201, 202, 203 and 206 of the California Labor Code.

52. Defendants’ failure to pay wages as alleged herein was willful in that Defendants knew that Plaintiff was not receiving all of her earned compensation because, inter alia, Defendants knowingly did not fully, fairly and properly compensate Plaintiff for required break periods, and did not pay her for all hours worked, or for overtime.

53. It has been more than 30 days since the date of termination of Plaintiff’s

employment.

54. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff is entitled to recover, pursuant to California Labor Code §203, continuing wages as a penalty for a total of 30 days.

FIFTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Plaintiff on behalf of Herself against All Defendants)

55. Plaintiff, on behalf of herself, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

56. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable IWC Wage Order to Plaintiff. Such failure caused injury to Plaintiff by, among other things, impeding Plaintiff from knowing the amount of wages to which Plaintiff is and was legally entitled. At all times relevant herein, Defendants have failed to maintain records of hours worked by Plaintiff as required under Labor Code §1174(d).

57. Prior to the completion of discovery, and to the best of Plaintiff's knowledge at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay periods in which Defendants have failed to provide accurate itemized wage statements to Plaintiff is each and every pay period. Plaintiff is entitled to damages in the amount provided under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurred and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000) and is entitled to an award of costs and reasonable attorney's fees.

SIXTH CAUSE OF ACTION
FAILURE TO REIMBURSE EMPLOYEE FOR
NECESSARY EXPENDITURES OR LOSSES
(Plaintiff on Behalf of Herself and the Class against All Defendants)

58. Plaintiff, on behalf of herself and the Class, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

59. Plaintiff and the Proposed Class incurred expenditures and/or losses as a

direct consequence of discharging Plaintiff and the Proposed Class Members' job duties and/or obeying the directions of Defendants. The expenditures and losses that Plaintiff and the Proposed Class Members incurred were necessary and reasonable.

60. Defendants failed to reimburse Plaintiff and the Proposed Class Members for the full amount of the expenditures and/or losses as required by law, including Labor Code section 2802(a), and Plaintiff and the Proposed Class members have suffered damages as a result.

SEVENTH CAUSE OF ACTION
UNFAIR/UNLAWFUL BUSINESS PRACTICES
(Plaintiff on Behalf of Herself and the Class against All Defendants)

61. Plaintiff, on behalf of herself and the Class, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

62. Defendants' violations of the Labor Code and other laws and regulations as alleged by this Complaint, including Defendants' failure and refusal to pay overtime wages and minimum wages to Plaintiff, Defendants' failure to provide meal and rest breaks to Plaintiff, Defendants' failure to pay compensation due to Plaintiff in a timely manner, Defendants' failure to furnish wage statements to Plaintiff, Defendants' failure to reimburse Plaintiff and the Class for business expenses, and other wrongful, tortious and illegal acts and omissions, all constitute unfair business practices in violation of the Unfair Competition Law, Business and Professions Code § 17200 et seq.

63. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and the Class, and members of the public. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competition. Defendants should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff and the Class.

64. Defendants' unfair business practices entitles Plaintiff and the Class to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge and restore to Plaintiff and the Class any compensation

unlawfully withheld from them, and for which Defendants were unjustly enriched.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)
(Plaintiff against All Defendants)

65. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

66. Plaintiff brings this cause of action on behalf of herself and all other aggrieved current and former employees of Defendants and seeks civil penalties for each and every violation alleged herein. Plaintiff has filed a claim with the California Labor and Workforce Development Agency (hereafter, “LWDA”) and provided a copy by certified mail to Defendants.

67. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 before filing this Complaint. LWDA did not respond to his notice of the alleged violations within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and the violations alleged herein were committed against Plaintiff. Plaintiff brings this action on behalf of Plaintiff and all other current and former aggrieved employees. At the time of each violation, Defendants employed one or more employees.

68. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney’s fees against Defendants.

DEMAND FOR JURY TRIAL

69. Plaintiff hereby demands trial by jury against Defendants of her and the Class’s claims against Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

1. For compensatory damages in the amount of Plaintiff’s unpaid regular and overtime wages, plus liquidated damages, as well as an award of costs, interest, and reasonable attorney’s fees.

2. For compensatory damages in the amount of Plaintiff’s hourly wage at the appropriate regular rate of compensation for each rest period that Defendants failed to provide, in accordance with proof at the time of trial;

3. For compensatory damages in the amount of Plaintiff’s hourly wage at the appropriate regular rate of compensation for each meal period that Defendants failed to provide, in accordance with proof at the time of trial;

4. For penalties pursuant to Labor Code §226(6) for violation of Labor Code § 226(a) in the amount of 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 exceeding an aggregate penalty of four thousand dollars ($4,000);

5. For waiting time penalties pursuant to Labor Code § 203 equal to Plaintiff’s daily wage times thirty (30) days;

6. For reimbursement of business expenses expended by Plaintiff and the Class Members;

7. For restitution for unfair competition pursuant to Business and Professions Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;

8. For all statutory penalties and liquidated damages as authorized by law, including all statutory penalties authorized under PAGA;

9. Pre-judgment interest on any damages or other amounts deemed payable;

10. For attorney’s fees and costs of suit; and

11. For other or further relief as the Court deems just and proper.

Dated: May 7, 2024

HAULK & HERRERA LLP

By: ______________________________

MATTHEW A. HAULK, ESQ.
JOSE M. HERRERA, ESQ.
Attorneys for Plaintiff and all others similarly situated

PROOF OF SERVICE

Maygree Lindora v. Prac Holdings, Inc.

Marin County Superior Court Case No.: CV0000805

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): **FIRST AMENDED INDIVIDUAL & CLASS ACTION COMPLAINT FOR:** **1. UNPAID WAGES AND OVERTIME** **2. FAILURE TO PROVIDE MEAL PERIODS** **3. FAILURE TO PROVIDE REST PERIODS** **4. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES** **5. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS** **6. FAILURE TO REIMBURSE EMPLOYE FOR NECESSARY EXPENDITURES OR LOSSES** **7. UNFAIR/UNLAWFUL BUSINESS PRACTICES** **8. VIOLATION OF CALIFORNIA LABOVE CODE PRIVATE ATTORNEYS GENERAL ACT (PAGA)** **DEMAND FOR TRIAL BY JURY**	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: **Gary McLaughlin, Esq.** **Gregory Agron, Esq.** **Mitchell Silberberg & Knupp LLP** **2049 Century Park East, 18th Floor** **Los Angeles, California 90067-3120** **Telephone: (310) 312-2000** **Facsimile: (310) 312-3100** **Email: gmm@msk.com** **gja@msk.com** **Diane.davis@msk.com** ***Attorneys for Defendant Prac Holdings, Inc.***	
5.	a.	**By Personal Service.** I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between

		the hours of eight in the morning and six in the evening with some person not less than 18 years of age.	
	b.	**By United States Mail.** I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):	
		(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
		(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	**By Overnight Delivery.** Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.	
	d.	**By Messenger Service.** I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.	
	e.	**By Fax Transmission.** Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used	
	f. **X**	**By Electronic Transmission.** I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.	
6.	I served the documents by the means described above on August 9, 2024		

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

August 9, 2024	Toni Gesin	Toni Gesin
Date	(Type or Print Name)	(Signature of Declarant)