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FILED
Superior Court of California
County of Los Angeles

04/29/2024

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

JIMMY QUEVEDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

VILLA ESPERANZA SERVICES, a California
Nonprofit Corporation; and DOES 1 through 100,

Defendants.

CASE NO. 24STCV04374

**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 Jimmy Quevedo (hereinafter “Plaintiff”), on behalf of himself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Villa Esperanza Services, a California Nonprofit Corporation; and Does 1
4 through 100, inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 class action for recovery of unpaid wages and penalties under California Labor Code §§ 226,
9 226.7, 512, 516, 558, and California Business and Professions Code §§ 17200, *et seq.*, and, 2698
10 *et seq.*; and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to
11 seeking declaratory relief and restitution. This class action is brought pursuant to California Code
12 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
13 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
24 During the four years immediately preceding the filing of the Complaint in this action and within
25 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was
26 employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’
27 policies and/or practices complained of herein, lost money and/or property, and has been deprived
28 of the rights guaranteed to him by California Labor Code §§ 226, 226.7, 512, 516, 558, and

1 California Business and Professions Code §§ 17200, *et seq.* (Unfair Competition), and 2698 *et*
2 *seq.*; and Wage Order 4, which sets employment standards for the “Professional, Technical,
3 Clerical, Mechanical and Similar Occupations.”

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
6 do) business by offering day programs for individuals with intellectual and developmental
7 disabilities, and employed Plaintiff and other similarly situated non-exempt employees within
8 Los Angeles County and the State of California and, therefore, were (and are) doing business in
9 Los Angeles County and the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
14 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
15 partner, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiff and the Classes (as defined in Paragraph 14) to be subject to the
17 unlawful employment practices, wrongs, injuries, and damages complained of herein.

18 6. Plaintiff is informed, and believes, and based thereon alleges, that at all times
19 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
20 Classes (as defined in Paragraph 14).

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

28 8. At all times mentioned herein, Defendants, and each of them, were members of

1 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
2 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
3 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
4 members of the Classes (as defined in Paragraph 14).

5 **GENERAL FACTUAL ALLEGATIONS**

6 9. Defendants operate and offer various programs and services to individuals with
7 developmental disabilities (hereinafter “clients”) throughout Los Angeles County and California.

8 10. Plaintiff has been employed by Defendants as a non-exempt “Instructional Aide”
9 (or similarly titled position) since approximately November 2022, but has been on a medical leave
10 of absence since approximately March 2023.

11 11. During Plaintiff’s employment with Defendants, Defendants failed to provide
12 Plaintiff and other non-exempt employees with all required meal periods because, upon
13 information and belief, Defendants did not maintain a lawful meal period policy and failed to
14 provide for duty-free meal periods to Plaintiff and other non-exempt employees. Additionally,
15 Defendants did not record Plaintiff’s or other non-exempt employees’ meal periods. Assuming,
16 *arguendo*, that Plaintiff and Defendants entered into a lawful on-duty meal period agreement,
17 such an agreement inherently concedes that the nature of Plaintiff’s work precluded lawful off-
18 duty rest periods.

19 12. Defendants failed to authorize and permit Plaintiff and other non-exempt
20 employees to take all required rest periods because, upon information and belief, Defendants did
21 not maintain a lawful rest period policy and failed to authorize and permit non-exempt employees
22 to be relieved of all work during rest periods, due to the purported on-duty nature of their work.
23 Due to the nature of caring with individuals with intellectual and developmental disabilities,
24 Plaintiff and other non-exempt employees were not permitted to leave clients unattended at any
25 time and were not allowed to leave Defendants’ premises during the entirety of their shifts.
26 Despite Defendants’ failure to provide Plaintiff with all required rest periods to which he was
27 legally entitled due to Defendants’ uniform and unlawful policies and/or practices, Defendants
28 did not provide Plaintiff with an hour of pay at his regular rate of compensation for each rest

period violation as required by Labor Code § 226.7. Further, upon information and belief, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to provide a legally compliant rest period. Nor did Defendants ever apply for and receive any exemption from providing off-duty rest periods from the appropriate government agency.

13. As a result of Defendants' failure to pay all meal and rest period premiums, Defendants maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiff.

CLASS ACTION ALLEGATIONS

14. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to Section 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 a shift in excess of 5.0 hours, during the four years immediately preceding the filing of the Complaint through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked a shift in excess of 3.5 hours, 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, during the one year immediately preceding the filing of the Complaint through the present.

15. **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 greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

16. **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

1 situated employees, which predominate over questions affecting only individual members
2 including, without limitation to:

- 3 i. Whether Defendants provided legally compliant meal periods to members of the
4 Meal Period Class pursuant to Labor Code § 226.7;
- 5 ii. Whether Defendants provided legally compliant rest periods to members of the
6 Rest Period Class pursuant to Labor Code § 226.7;
- 7 iii. Whether Defendants provided meal and rest period premium payments for non-
8 compliant meal and rest periods; and
- 9 iv. Whether Defendants furnished legally compliant wage statements to members of
10 the Wage Statement Class pursuant to Labor Code § 226.

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

18 18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
19 Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes
20 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged
21 herein, Plaintiff, like the members of the Classes, was subject to Defendants' uniform meal and
22 rest period policies/practices, and was furnished with inaccurate and incomplete wage statements.

23 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
24 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
25 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
26 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage and
27 hour class actions in state and federal courts in the past and are committed to vigorously
28 prosecuting this action on behalf of the members of the Classes.

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

24 21. As such, the Classes identified in Paragraph 14 are maintainable under Section 382
25 of the Code of Civil Procedure.

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FIRST CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

23. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in the factual allegations and class definitions sections of this Complaint.

24. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, attorneys' fees, and costs of suit pursuant to Wage Order 4, Labor Code §§ 226.7, 512, and 558, and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

26. Wage Order 4, § 12 and California Labor Code §§ 226.7, 516, and 558 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.

27. Plaintiff is informed and believes, and based thereon alleges, that the rest period policies that Defendants maintained were unlawful, as they failed to provide for any off-duty rest periods. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each violation in accordance with Labor Code § 226.7.

28. The foregoing policies and practices are unlawful and 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, attorneys' fees, and

costs of suit according to Wage Order 4, Labor Code §§ 226.7, 516, and 558, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

30. 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 accurate and complete itemized wage statements that included, among other requirements, the address of the legal entity that is the employer, all meal and rest period premium wages earned, in violation of Labor Code § 226.

31. Defendants' failure to furnish 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, the non-payment of all their meal and rest period premiums and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

32. 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, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to Labor Code § 226.

FOURTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

34. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code §§ 17200, *et seq.* by failing to provide all legally required meal and rest periods or make premium payments in lieu thereof, and knowingly failing to furnish accurate and complete itemized wage statements in violation of Labor Code § 226.

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

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

10 37. The acts complained of herein occurred within the four years immediately
11 preceding the filing of the Complaint in this action.

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

17 **FIFTH CAUSE OF ACTION**
18 **PRIVATE ATTORNEYS GENERAL ACT**
19 **(AGAINST ALL DEFENDANTS)**

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

21 40. Defendants have committed several Labor Code violations against Plaintiff,
22 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
23 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
24 employees, brings this representative action against Defendants to recover the civil penalties due
25 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
26 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
27 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
28 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each

1 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
2 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
3 employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent
4 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for
5 each initial violation and \$200 for each subsequent violation per employee per pay period for
6 those violations of the Labor Code for which no civil penalty is specifically provided, based on
7 the following Labor Code violations:

- 8 a. Failing to provide all legally required meal periods, and failure to pay meal
9 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
10 employees at the regular rate of compensation in violation of Labor Code §§
11 226.7, 512, 558, and 1198;
- 12 b. Failing to authorize and permit all legally required rest periods, and failure to
13 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
14 aggrieved employees at the regular rate of compensation in violation of Labor
15 Code §§ 226.7, 516, 558, and 1198;
- 16 c. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
17 employees with complete, accurate, itemized wage statements in violation of
18 Labor Code § 226;
- 19 d. Failing to timely pay all final wages and compensation earned by Plaintiff, the
20 Waiting Time Class, and other aggrieved employees at the time of separation
21 in violation of Labor Code §§ 201, 202, and 203;
- 22 e. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
23 twice during each calendar month in violation of Labor Code § 204; and
- 24 f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
25 employees in violation of Labor Code §§ 1174 and 1198.

26 41. On February 21, 2024, Plaintiff notified Defendants via certified mail, and notified
27 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
28 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for

1 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
2 California Labor Code identified in Paragraph 40 (a)-(f). Now that sixty-five days have passed
3 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
4 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
5 administrative requirements for bringing a claim under the Private Attorneys General Act with
6 respect to these violations.

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

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

13 **PRAYER**

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

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

1 8. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
2 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
3 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
4 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
5 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
6 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
7 pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation
8 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per
9 pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation
10 per employee per pay period for those violations of the Labor Code for which no civil penalty is
11 specifically provided, based on the Labor Code violations identified in Paragraph 40 (a)-(f);

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

14 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
15 226, and 2699(g); and Code of Civil Procedure § 1021.5; and

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

17
18 Dated: April 29, 2024

18 Respectfully submitted,
19 HAINES LAW GROUP, APC
20 By:  
21 Paul K. Haines
22 Sean M. Blakely
23 Attorneys for Plaintiff

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Dated: April 29, 2024

By:

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

PROOF OF SERVICE

Jimmy Quevedo v. Villa Esperanza Services
Los Angeles County Superior Court Case No. 24STCV04374

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 April 29, 2024, 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] (BY ELECTRONIC MAIL) I am "readily familiar" with Haines Law Group, APC's practice of serving documents via electronic mail. Under the practice, pursuant to an agreement between Haines Law Group, APC, and the party(ies) listed above, the document is being sent to the persons at the electronic service addresses listed from the email address dhernandez@haineslawgroup.com.

[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 April 29, 2024, at El Segundo, California.



Donaji I. Hernandez