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SAMARA GARCIA

FILED
Superior Court of California
County of Los Angeles

06/04/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Alba Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

SAMARA GARCIA, an individual,

Plaintiff,

vs.

CALIFORNIA PHYSICIANS' SERVICE dba
BLUE SHIELD OF CALIFORNIA, a
California Nonprofit Corporation, and DOES
1 TO 50,

Defendants.

CASE NO.: 24STCV00873

[Assigned to Honorable Upinder S. Kalra,
Dept. 51]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. UNPAID HOURLY WAGES**
- 2. UNPAID OVERTIME**
- 3. MEAL PERIOD VIOLATIONS**
- 4. REST PERIOD VIOLATIONS**
- 5. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS**
- 6. WAITING TIME PENALTY FOR
NONPAYMENT OF WAGES**
- 7. VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**
- 8. PAGA PENALTIES**

Complaint Filed: January 12, 2024

Trial Date: None

1 **INTRODUCTION**

2 1. Plaintiff Samara Garcia brings this employment class action against
3 Defendant California Physicians' Service dba Blue Shield of California (the "Company")
4 and Defendants DOES 1 to 50 ("Defendants") for failure to pay its California business
5 analysts, experienced (Level P2) regular and overtime wages, failure to permit meal
6 periods, failure to provide complete and accurate wage statements and failure to pay all
7 wages due upon separation of employment. As a result of these acts or omissions, the
8 Company has violated California statutory laws as described below.

9 **JURISDICTION AND VENUE**

10 2. Plaintiff, on behalf of herself and all other similarly situated, hereby brings
11 this Complaint for recovery of unpaid wages and penalties under California Business and
12 Professions Code § 17200, *et seq.*, applicable provisions of the California Labor Code,
13 including 201, 202, 203, 204, 206, 226, and 512., and the applicable Industrial Welfare
14 Commission Wage Order (the "IWC Wage Order"), in addition to declaratory relief and
15 restitution.

16 3. This court has jurisdiction over Defendants' violations of the California Labor
17 Code because the amount in controversy exceeds this court's jurisdictional minimum.
18 Venue in this court is proper because Defendant's principal place of business is located
19 in Los Angeles County and the Company actively and regularly conducts business in Los
20 Angeles County.

21 4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings
22 causes of action based solely on, and arising from, California law. The claims of the class
23 are also individual claims for violations of California law described herein. These claims
24 arise from Defendants' common and systemic failure to pay all wages earned, provide
25 timely meal periods, for their failure to issue accurate wage statements, and failure to pay
26 all wages due upon separation, and their unfair business practices based on the foregoing.

27 **PARTIES**

28 5. Plaintiff Samara Garcia ("Plaintiff") is a natural person domiciled in Los

1 Angeles County, California.

2 6. Defendant is a California Nonprofit Corporation, and was at all relevant times
3 doing business in Los Angeles County, California.

4 7. Plaintiff is ignorant of the true names and capacities of the defendants sued
5 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
6 their true names and capacities when the same have been ascertained. Plaintiff is
7 informed and believes that each of the fictitiously named Doe Defendants is legally
8 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
9 damages, as alleged, were proximately caused by these Doe Defendants' actions.

10 8. Defendant California Physicians' Service and Doe Defendants 1 through 50,
11 inclusive, are referred to herein collectively as "Defendants". Plaintiff is informed and
12 believes and thereon alleges that at all times pertinent hereto, each Defendant was the
13 agent and employee of each of its co-Defendants, and in doing the things described
14 herein, was acting within the course and scope of his/her authority as such agent and
15 employee, and each Defendant ratified and approved the acts of his/her agents and
16 employees. Defendants are liable to Plaintiff under Labor Code section 558.1.

17 **PAGA ALLEGATIONS**

18 9. On or around the date of the filing of this Complaint, Plaintiff filed a claim
19 with the California Labor and Workforce Development Agency (hereafter, "LWDA") and
20 provided a copy by certified mail to Defendant. Plaintiff has exhausted her administrative
21 remedies and, pursuant to Labor Code section 2699.2, is permitted to pursue Plaintiff's
22 PAGA claims in this court.

23 **CLASS ACTION ALLEGATIONS**

24 10. Plaintiff brings this case as a class action pursuant to California Code of Civil
25 Procedure § 382 on behalf of a class (hereafter the "Class") and on behalf of a sub-class
26 (hereafter the "Waiting Time Penalties Subclass") consisting of the following:

- 27 a. The Class: All persons who performed services in the State of
28 California during the Class Period as business analysts, experienced

(Level P2) for the Company during the Class Period ("Class Members"). The Class Period is the time period starting four years before the filing of the First Amended Complaint in this action.

b. The Waiting Time Penalties Subclass: All members of the Class who separated from their working relationship with the Company during the three years immediately preceding the filing of the First Amended Complaint in this action.

11. 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.

12. 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 and Waiting Time Penalties Subclass are easily ascertainable.

13. Numerosity. The members of the Class and Waiting Time Penalties Subclass are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the class and subclass are unknown to Plaintiff at this time; however, it is estimated that the Class and Subclass number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of the Company's employment and personnel records.

14. Typicality. Plaintiff's claims are typical of the claims of the members of the Class. Defendants subjected all Class Members and Subclass 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 Subclass Members and represent a common thread of unlawful conduct resulting in injury to all members of the Class and Subclass.

15. 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 the Company failed to pay regular and overtime wages for all hours worked by Plaintiff and members of the Class, in violation of Cal. Labor Code §§ 218 et seq., 510, 558, 1194;
- b. Whether Plaintiff and members of the Class were provided with and were able to take 30 minute off-duty meal breaks by the fifth hour of the shift;
- c. Whether Plaintiff and members of the Class were provided with and were able to take compliant 10-minute off-duty rest breaks;
- d. Whether Plaintiff and members of the Class were paid one hour of premium pay for each day Defendants failed to provide a timely meal break;
- e. Whether Plaintiff and members of the Subclass who are former employees were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-203;
- f. Whether Defendants issued itemized wage statements which failed to accurately state the actual hours and/or pay rates that Plaintiff and Class Members worked and the actual wages earned in violation of Cal. Labor Code § 226;
- g. Whether the violations alleged in (a-f) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

16. 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.

17. 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, Defendant, 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.

GENERAL FACTUAL ALLEGATIONS

18. Plaintiff was hired on or around August 2015, as a claims examiner. In or around 2021, Plaintiff was promoted to business analyst (Level P2) and misclassified as an “exempt” employee.

19. Plaintiff's working time was spent performing tasks that did not require independent discretion or independent judgment. For example, the majority of Plaintiff's time was spent processing claims according to pre-established internal procedures set by Defendants, leaving little room for independent decision-making or deviation.

20. Plaintiff regularly worked overtime, at minimum 45 hours per week.

21. Plaintiff was terminated in September 2023.

A. Failure to Pay Regular Wages

22. During the Class Period, Plaintiff, like other members of the Class, typically and routinely was not paid for all hours worked, because the Company maintained an unlawful rounding policy.

B. Failure to Pay Regular and Overtime Wages

23. During the Class Period, Plaintiff, like other members of the Class, typically and routinely worked in excess of eight (8) hours per day and/or forty (40) hours per week but was not compensated at the required premium rate of pay.

C. Failure to Permit Rest Periods

24. During the Class Period, Plaintiff, like other members of the Class, was

discouraged from taking code compliant rest breaks and Company did not authorize or permit code compliant rest breaks.

D. Failure to Provide Meal Periods

25. During the Class Period, Plaintiff, like other members of the Class, was discouraged from taking code compliant meal breaks and Company did not authorize or permit code compliant meal breaks. For example, Class Members were generally provided with one thirty-minute meal period at 11:00am, after the fifth hour of work. During the Class Period, Plaintiff, like other members of the Class, was not paid one hour of premium pay for missed or delayed meal breaks.

E. Failure to Issue Accurate Itemized Wage Statements

26. During the Class Period, Plaintiff, like other Class Members, was never issued accurate or itemized wage statements reflecting all wages earned.

F. Failure to Pay All Wages Upon Separation

27. During the Class Period, Plaintiff separated from employment with the Company. However, and like other Subclass Members, she was not paid all wages owed to her at the time of separation, including meal premiums. On information and belief, the Company's refusal to pay all wages owed to former employees continues, and none of the Subclass Members have been paid all wages owed, despite weeks, months, and years since their respective employment separations.

FIRST CAUSE OF ACTION

UNPAID HOURLY WAGES

(Plaintiff on Behalf of Herself and the Class against All Defendants)

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

29. Under Labor Code §§ 201-204, 215, 216, 218.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 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 and Class Members for all hours worked and/or have regularly and consistently maintained policies and practices of refusing to pay Class Members for all hours worked.

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

31. Plaintiff and Class Members were entitled to overtime compensation for all overtime hours worked during their employment. Defendants failed and continue to fail to pay Plaintiff and Class Members for all hours worked, including overtime hours, and Plaintiff and Class Members are therefore entitled to the amounts owed as overtime wages.

32. 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
UNPAID OVERTIME

(Plaintiff on Behalf of Herself and the Class against All Defendants)

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

34. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

35. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive

1 additional compensation beyond their regular wages in amounts specified by law.
2 Additionally, California Labor Code § 1198 states that the employment of an employee for
3 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

4 36. At all times relevant hereto, Plaintiff and the Class have worked more than
5 eight hours in a workday, as employees of Defendants.

6 37. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
7 overtime compensation for the hours they have worked in excess of the maximum hours
8 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the
9 Class are regularly required to work overtime hours.

10 38. By virtue of Defendants' unlawful failure to pay additional premium rate
11 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and
12 the Class have suffered, and will continue to suffer, damages in amounts which are
13 presently unknown to them but which exceed the jurisdictional minimum of this Court and
14 which will be ascertained according to proof at trial.

15 39. Plaintiff and the Class also request recovery of overtime compensation
16 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code §
17 1194(a), as well as the assessment of any statutory penalties against Defendants, in a
18 sum as provided by the California Labor Code and/or other statutes.

19 **THIRD CAUSE OF ACTION**
20 **MEAL PERIOD VIOLATIONS**
(Plaintiff on Behalf of Herself and the Class against All Defendants)

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

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

28 42. California Labor Code §512 further provides: "An employer may not employ

1 an employee for a work period of more than 10 hours per day without providing the
2 employee with a second meal period of not less than 30 minutes, except that if the total
3 hours worked is no more than 12 hours, the second meal period may be waived by mutual
4 consent of the employer and the employee only if the first meal period was not."

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

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

11 45. As alleged herein, pursuant to Defendants' policies, Defendants routinely fail
12 and failed to permit, authorize and/or provide Plaintiff and Class Members with timely meal
13 periods in violation of all applicable Wage Order, California Regulations and California
14 Labor Code sections.

15 46. By failing to provide Plaintiffs and Class Members with compliant meal
16 periods, Defendants violated California Labor Code sections 512 and 226.7, as well as
17 applicable provisions of the IWC Wage Orders. As a result of the unlawful acts of
18 Defendants set forth herein, Plaintiff and Class Members have been unfairly and illegally
19 deprived meal periods and are entitled to one additional hour of premium pay for each
20 missed meal period.

21 **FOURTH CAUSE OF ACTION**
22 **FAILURE TO PROVIDE REST PERIODS**
(Plaintiff on Behalf of Herself and the Class against All Defendants)

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

26 48. The applicable IWC Wage Order authorizes and requires employees to take
27 paid rest periods based on the total hours worked daily at the rate of ten minutes rest per
28 four hours or major fraction thereof. Cal. Labor Code § 226.7(a) provides: "No employer

1 shall require an employee to work during any . . . rest period mandated by an applicable
2 order of the Industrial Welfare Commission."

3 49. Pursuant to Defendants' policies, the demands of Plaintiff's duties, Plaintiff
4 routinely was required to take delayed rest periods and/or to skip rest periods. By requiring
5 and permitting Plaintiff to miss these rest periods, or take delayed rest periods, Defendants
6 violated California Labor Code section 226.7 and the applicable IWC Wage Order and
7 California Labor Code section 226.7. As a result of the unlawful acts of Defendants set
8 forth herein, Plaintiff is entitled to additional wages for the missed and delayed rest
9 periods.

10 **FIFTH CAUSE OF ACTION**
11 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
(Plaintiff on Behalf of the Herself and the Class against All Defendants)

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

15 51. Defendants knowingly and intentionally failed to provide timely, accurate,
16 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
17 IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding
18 Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

19 52. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
20 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
21 periods in which Defendants have failed to provide accurate itemized wage statements to
22 Plaintiff and the Class Members in each and every pay period during Plaintiff's and the
23 Class Members' employment. Plaintiff and the Class Members seek the amount provided
24 under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars
25 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100)
26 for each violation in a subsequent pay period.

SIXTH CAUSE OF ACTION
WAITING TIME VIOLATIONS

(Plaintiff on Behalf of Herself and the Proposed Subclass against All Defendants)

53. Plaintiff, on behalf of herself and the Waiting Time Penalty Subclass, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

54. 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."

55. 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."

56. 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 she might otherwise be entitled to as to any balance claimed."

57. 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.

58. As alleged herein, Defendants have failed to pay earned wages (including but not limited to meal premiums for missed/untimely breaks) to Plaintiff and the Waiting Time Penalty Subclass at the time they became due and payable, and has thus violated sections 201, 202, 203 and 206 of the California Labor Code.

59. Defendants' failure to pay wages as alleged herein was willful in that

1 Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving
2 all of their earned compensation because, inter alia, Defendants knowingly did not fully,
3 fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for
4 untimely and missed breaks.

5 60. It has been more than 30 days since the date of termination of Plaintiff's
6 initial employment period and all members of the Waiting Time Penalty Subclass Class
7 that are no longer employed by Defendant.

8 61. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff
9 and the Waiting Time Penalty Subclass are entitled to recover, pursuant to California
10 Labor Code §203, continuing wages as a penalty for a total of 30 days.

11 **SEVENTH CAUSE OF ACTION**
12 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
(Plaintiff on Behalf of Herself and the Class against All Defendants)

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

16 63. Defendants' violations of the Labor Code and other laws and regulations as
17 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
18 constitute unfair business practices in violation of the Unfair Competition Law, Business
19 and Professions Code § 17200 et seq.

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

26 65. Defendants' unfair business practices entitles Plaintiff and the Class
27 Members to seek preliminary and permanent injunctive relief, including but not limited to
28 orders that Defendants account for, disgorge and restore to Plaintiff and the Class

Members any compensation unlawfully withheld from Plaintiff and the Class Members, and for which Defendants were unjustly enriched.

EIGHTH CAUSE OF ACTION
CIVIL PENALTIES – PRIVATE ATTORNEY GENERAL ACT (“PAGA”)
(Plaintiff Against All Defendants)

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

67. 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.

68. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 before filing this Complaint. LWDA did not respond to her 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.

69. 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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

1. For compensatory and statutory damages in the amount of Plaintiff’s and each Class Members unpaid wages, as well as an award of costs, interest, and reasonable attorney’s fees.

2. 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) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per employee;

3. For waiting time penalties pursuant to Labor Code § 203 for Plaintiff and each Subclass Member who was terminated or resigned equal to their daily wage times thirty (30) days;

4. For civil penalties under PAGA as permitted by law

5. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from unlawfully depriving Plaintiff and Class Members from meal periods, and wages upon termination/resignation in accordance with the law;

6. 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;

7. For all statutory penalties as authorized by law;

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

9. For attorney's fees and costs of suit; and

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

Dated: May 27, 2025

HAULK & HERRERA LLP

By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff
SAMARA GARCIA

PROOF OF SERVICE

Samara Garcia v. California Physicians' Service, etc.
Los Angeles County Superior Court Case No.: 24STCV00873

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 CLASS ACTION COMPLAINT FOR: 1. UNPAID WAGES 2. UNPAID OVERTIME 3. MEAL PERIOD VIOLATIONS 4. REST PERIOD VIOLATIONS 5. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 6. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 7. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 8. PAGA PENALTIES	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Sharon Bauman, Esq. MANATT, PHELPS & PHILLIPS LLP One Embarcadero Center, 30th Floor San Francisco, CA 94111 Telephone: (415) 291-7400 Facsimile: (415) 281-7474 Email: Sbauman@manatt.com Esra A. Hudson, Esq. Ryan Patterson, Esq. MANATT, PHELPS & PHILLIPS LLP 2049 Century Park East, Suite 1700 Los Angeles, CA 90067 Telephone: (310) 312-4000 Facsimile: (310) 312-4224 Email: Ehudson@manatt.com RPatterson@manatt.com <i>Attorney for Defendants</i> <i>California Physicians' Service, etc.</i>	
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 June 4, 2025	

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.

June 4, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)