

1 **SHAKOURI LAW FIRM**

2 Ashkan Shakouri, Esq. [SBN 242072]

3 ash@shakourilawfirm.com

4 11601 Wilshire Blvd., Fifth Floor

5 Los Angeles, California 90025

6 Telephone: (310) 575-1827

7 Fax: (310) 575-1872

8 *Attorneys for Plaintiff*

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **SUPERIOR COURT OF ALAMEDA**

11 AMY WILLIAMS, on behalf of herself
12 and others similarly situated

13 Plaintiff,

14 v.

15 LEADERSTAT LLC; and DOES 1-20,
16 inclusive

17 Defendants.

Case No: 23CV031990

**FIRST-AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) **FAILURE TO PAY OVERTIME**
- 2) **FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS OR PAY THE LAWFUL PREMIUMS**
- 3) **FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS**
- 4) **FAILURE TO REIMBURSE FOR BUSINESS-RELATED EXPENDITURES**
- 5) **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
- 6) **WAITING TIME PENALTIES**
- 7) **UNFAIR BUSINESS PRACTICES**

[AMOUNT DEMANDED EXCEEDS \$25,000.00]

1 Plaintiff Amy Williams (“Plaintiff”), an individual, on behalf of herself and all others
2 similarly situated, as defined below, hereby alleges the following facts and claims against
3 LeaderStat LLC, an Ohio corporation (“Defendant”), and respectfully requests a trial by jury of
4 all issues and causes of action so triable. Unless otherwise specified, Defendant and Does 1-20
5 will collectively be referred to as “Defendants.”

6 **INTRODUCTION**

7 1. This class action complaint challenges Defendant’s past and ongoing unlawful
8 conduct on behalf of Plaintiff and other similarly situated former and current employees of
9 Defendant, whose rights Defendant violated and continues to violate under California law.

10 2. Specifically, as to Plaintiff and others similarly situated, Defendant has:

11 a. Failed and continues to fail to pay lawful overtime rate for all overtime hours
12 worked in violation of Labor Code §§ 510 and 1194 and the Applicable Wage
13 Orders;

14 b. Failed and continues to fail to authorize or permit lawful meal breaks in violation
15 of Labor Code §§ 226.7 and 512 and the Applicable Wage Orders;

16 c. Failed and continues to fail to authorize or permit lawful rest breaks in violation
17 of Labor Code §§ 226.7 and the Applicable Wage Orders;

18 d. Failed and continues to fail to reimburse for all business-related expenditures in
19 violation of Labor Code § 2802;

20 e. Failed and continues to fail to timely furnish complete and accurate itemized wage
21 statements in violation of Labor Code § 226 and the Applicable Wage Orders;

22 f. Willfully failed to pay, without abatement or reduction, all final wages owed in
23 accordance with Labor Code §§ 201 or 202 and in violation of Labor Code § 203;
24 and

25 g. Committed and continues to commit unfair business practices in violation of
26 Business & Professions Code §17200, et seq.

1 3. The acts complained of herein occurred and will occur, at least in part, within the
2 time-period of four (4) years preceding the filing of the original Complaint up to and through the
3 time of trial.

4 **JURISDICTION AND VENUE**

5 4. This Court has jurisdiction over Defendant because it is a corporation with
6 sufficient minimum contacts in California and/or because it intentionally availed and continues
7 to avail itself of the California market so as to render the exercise of jurisdiction over it by the
8 California courts consistent with traditional notions of fair play and justice.

9 5. Pursuant to Code of Civil Procedure § 395(a) venue is proper in this County since
10 at least some of the acts and omissions that are the subject matter of this Complaint occurred
11 herein and/or Defendant either is found, maintains offices, transacts business, exists and/or has
12 an agent herein.

13 **PARTIES**

14 6. At all relevant times mentioned herein, Plaintiff was a nurse and a resident of the
15 State of Ohio.

16 7. Upon information and belief, Defendant is an employment staffing agency and is,
17 and at all times herein mentioned was, an Ohio corporation duly authorized to do business in
18 California. In particular, Defendant employs, compensates and assigns healthcare professionals
19 to work at various kinds of healthcare facilities throughout California.

20 8. The true names or capacities, whether individual, associate or otherwise, of Does
21 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these Doe Defendants by
22 such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to allege
23 such names and capacities as soon as they are ascertained. Upon information and belief, each of
24 these fictitiously named Defendants is responsible in some manner for the occurrences alleged
25 herein, and that Plaintiff's injuries and damages as alleged and set forth herein were proximately
26 caused by such fictitiously named Defendants.

27 9. Upon information and belief, Plaintiff alleges that at all relevant times each
28 Defendant was the principal, agent, employer, employee, partner, joint venturer, officer, director,

1 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and
2 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
3 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
4 or all of the other Defendants so as to be liable for the conduct of each of them.

5 10. Upon information and belief, Plaintiff alleges that each Defendant acted pursuant
6 to and within the scope of the relationships alleged above, that each Defendant knew or should
7 have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
8 conduct of all other Defendants; and that each Defendant acted pursuant to a conspiracy and
9 agreement to do the things alleged herein.

10 GENERAL ALLEGATIONS

11 11. Defendant hired, paid and assigned Plaintiff to work a travel assignment as a non-
12 exempt, hourly-paid travel nurse at a skilled nursing facility in Corona Del Mar, California, from
13 on or about August 8, 2020 until on or about September 25, 2020. Defendant then assigned
14 Plaintiff to work another travel assignment as a non-exempt, hourly-paid travel nurse at a skilled
15 nursing facility in Fremont, California, from on or about December 7, 2020 until on or about
16 January 9, 2021. Plaintiff has resigned from her employment with Defendant. .

17 **I. Defendant's Failure to Pay All Overtime or Double Time Owed**

18 12. Defendant, from time to time, failed to pay overtime rates for all overtime hours
19 worked by its non-exempt employees. For instance, Plaintiff's time card shows that she
20 worked 4.17 hours of overtime for the week spanning from December 13, 2020 to December 9,
21 2020.. However, Defendant did not pay Plaintiff overtime pay for these hours in violation of
22 Labor Code § 510(a), requiring payment of overtime for time worked in excess of 8 hours a day
23 and payment of double time for time worked in excess of 12 hours a day.

24 **II. Defendant's Failure to Authorize and/or Permit Lawful Meal or Rest Breaks**

25 13. During the relevant period, Defendant did not, from time to time, authorize or
26 permit its non-exempt employees, including Plaintiff, to take lawful meal or rest breaks under
27 California law. In particular, Plaintiff and other non-exempt employees received short, late,
28

1 interrupted, and/or no meal or rest breaks at all due to, among other reasons, work overload and
2 staffing shortages For instance, Plaintiff’s time card shows that she worked an 8.5-hour shift on
3 December 31, 2020 and expressly provides that she received “No Lunch” for that shift. .
4 Moreover, Plaintiff’s time card shows that she worked an 11.25-hour shift for September 4, 2020
5 and further shows that her first meal break started 5.5 hours after the start of that shift.
6 Additionally, Plaintiff’s time card shows that she worked a 10.25-hour shift on January 4, 2021
7 and expressly provides that she did not receive either of her meal breaks for that shift. However,
8 Defendant did not pay Plaintiff meal break premiums for any of these non-compliant meal breaks,
9 as required under California law.

10 **III. Defendant’s Failure to Reimburse Necessary Business Expenditures**

11 14. During the applicable recovery period, Defendant has, from time to time, failed
12 to reimburse non-exempt employees, including Plaintiff, for the cost of using their personal
13 mobile phones for work purposes.

14 **IV. Defendant’s Failure to Furnish Accurate Wage Statements**

15 15. During the relevant period, Defendant, from time to time, ha not furnished
16 accurate wage statements not only because those wage statements fail to accurately display the
17 amount of wages and premiums owed to non-exempt employees but also because such wage
18 statements fail to accurately display the number of hours worked by non-exempt employees.

19 **CLASS ACTION ALLEGATIONS**

20 16. This action is brought and may properly be maintained as a class action pursuant
21 to the provisions of Code of Civil Procedure § 382.

22 17. Plaintiff reserves the right under California Rules of Court, Rule 1855 (b) to
23 amend or modify the description of the class, as defined below, with greater specificity or further
24 division into sub-classes, or limitation to certain issues.

25 18. Pursuant to Code of Civil Procedure § 382, this action qualifies as a class action
26 because there is a well-defined community of interest in the litigation and the proposed class is
27 easily ascertainable.
28

1 19. For the purposes of this Complaint, “Class Period” means any time from four
2 years prior to the filing of this Complaint until the date of class certification.

3 20. The putative class Plaintiff will seek to certify are currently composed of and
4 defined as follows:

5 All of Defendants’ non-exempt employees who were assigned to work at
6 any facility inside California during the Class Period (the “Class”).

7 21. **Numerosity:** Pursuant to Code of Civil Procedure § 382, the members of the Class
8 are so numerous that their individual joinder is impracticable. The precise number of class
9 members and their addresses will be known to Plaintiff through discovery. Class members may
10 be notified of the pendency of this action by mail, electronic mail, the internet, or published
11 notice.

12 22. **Common Questions Predominate:** Common questions of law and fact exist as
13 to all members of the Class and predominate over any questions that affect only individual
14 members of the Class. The predominant common questions of law and fact include:

- 15 a. Whether Defendant failed and continues to fail to pay lawful overtime rates for
16 all overtime hours worked in violation of Labor Code §§ 510 and 1194 and the
17 Applicable Wage Orders;
 - 18 b. Whether Defendant failed and continue to fail to authorize and/or permit lawful
19 meal breaks in violation of Labor Code §§ 226.7 and 512 and the Applicable
20 Wage Orders;
 - 21 c. Whether Defendant failed and continues to fail to authorize and/or permit lawful
22 rest breaks in violation of Labor Code §§ 226.7 and the Applicable Wage Orders;
 - 23 d. Whether Defendant failed and continues to fail to reimburse for all business-
24 related expenditures in violation of Labor Code § 2802;
 - 25 e. Whether Defendant failed and continues to fail to timely furnish complete and
26 accurate itemized wage statements in violation of Labor Code § 226 and the
27 Applicable Wage Orders;
- 28

1 f. Whether Defendant willfully failed to pay, without abatement or reduction, all
2 final wages owed in accordance with Labor Code §§ 201 or 202 and in violation
3 of Labor Code § 203; and

4 g. Whether Defendant committed and continues to commit unfair business practices
5 in violation of Business & Professions Code § 17200, et seq.

6 23. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class
7 she seeks to represent because Plaintiff, as an employee of Defendant, was exposed and subjected
8 to the same unlawful business practices as the other members of the Class. Thus, Plaintiff and
9 the members of the Class she seeks to represent sustained the same types of damages and losses.

10 24. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Class.
11 Plaintiff's attorneys have experience in employment and class action matters and may adequately
12 represent the class in this matter. Plaintiff has no adverse interests to those in the Class.

13 25. **Superiority:** A class action is superior to other available means for the fair and
14 efficient adjudication of this controversy. Because individual joinder of all members of each of
15 the Class is impractical, class action treatment will permit a large number of similarly situated
16 persons to prosecute their common claims in a single forum simultaneously, efficiently and
17 without the unnecessary duplication of effort and expense that numerous individual actions
18 would engender. The relatively minor amount of individual damages in question coupled with
19 the expenses and burdens of individual litigation would make it difficult or impossible for
20 individual members of the Class to redress the wrongs done to them, while important public
21 interests will be served by addressing the matter as a class action. The cost to and burden on the
22 court system of adjudication of individualized litigation would be substantial and substantially
23 more than the costs and burdens of a class action. Individualized litigation would also present the
24 potential for inconsistent or contradictory judgments.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME**

3 **(Plaintiff and the Class Against Defendant and Does 1-20)**

4 26. Plaintiff hereby incorporates by reference all other allegations contained in this
5 Complaint as though fully set forth herein.

6 27. Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage
7 Orders at all times relevant hereto, Defendant was required to compensate Plaintiff and the Class
8 for all overtime hours worked, which is calculated at one and one-half times the regular rate of
9 pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. Defendant was
10 also required to compensate Plaintiff and the Class for all hours worked in excess of 12 hours in
11 any workday at double their regular rate of pay. Additionally, under California law, Defendant
12 was required to include any payments for work in the regular rate of pay for overtime and double-
13 time calculation purposes.

14 28. As fully alleged above, during the applicable recovery period, Defendant failed to
15 include the value of the “travel stipends,” including, but not limited to, lodging, meal and
16 incidental payments, whether paid in cash or in kind, in Plaintiff’s and the Class’s regular rates
17 of pay for purposes of calculating their overtime and double-time pay. Therefore, Plaintiff and
18 the Class were not fully paid for all the overtime and/or double-time payments legally owed to
19 them.

20 29. As a direct result of aforementioned violations, Plaintiff and the Class have
21 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages,
22 lost interest on such wages, and expenses and attorneys’ fees in seeking to compel Defendant to
23 fully perform its obligations under state law, all to their respective damage in amounts according
24 to proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

25 30. Pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, and 1194, Plaintiff and the
26 Class are entitled to recover owed overtime and double-time compensation from Defendant and
27 civil penalties, plus interest penalties, attorneys’ fees, expenses, and costs of suit.
28

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS OR PAY THE**
3 **LAWFUL PREMIUMS**

4 **(Plaintiff and the Class Against Defendant and Does 1-20)**

5 31. Plaintiff hereby incorporates by reference all other allegations contained in this
6 Complaint as though fully set forth herein.

7 32. Labor Code § 226.7(a) provides, “No employer shall require any employee to
8 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
9 Commission.”

10 33. Labor Code § 512(a) provides, in relevant part, that: “An employer may not
11 employ an employee for a work period of more than five hours per day without providing the
12 employee with a meal period of not less than 30 minutes, except that if the total work period per
13 day of the employee is no more than six hours, the meal period may be waived by mutual consent
14 of both the employer and employee. An employer may not employ an employee for a work period
15 of more than 10 hours per day without providing the employee with a second meal period of not
16 less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second
17 meal period may be waived by mutual consent of the employer and the employee only if the first
18 meal period was not waived.”

19 34. During the applicable recovery period, Defendant did not, from time to time,
20 authorize and/or permit Plaintiff and the Class to take legally-complaint first or second meal
21 breaks when they worked long enough to be entitled to meal breaks under California.

22 35. During the applicable recovery period, Defendant, from time to time, failed to pay
23 Plaintiff and the Class premium wages mandated by Labor Code § 226.7(b) for these unlawful
24 meal breaks. As a result of violations of Labor Code §§ 226.7 and 512 and the Applicable Wage
25 Orders, Defendant is liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

26 36. Plaintiff and the Class are entitled to recover one additional hour of pay at their
27 regular rate of compensation with Defendant for each work day that a meal break was not
28 authorized and/or permitted. Plaintiff and the Class are also entitled to their costs and reasonable

1 attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of
2 interest.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS**

5 **(Plaintiff and the Class Against Defendant and Does 1-20)**

6 37. Plaintiff hereby incorporates by reference all other allegations contained in this
7 Complaint as though fully set forth herein

8 38. California Labor Code § 226.7(a) provides, "No employer shall require any
9 employee to work during any meal or rest period mandated by an applicable order of the
10 Industrial Welfare Commission."

11 39. The Applicable Wage Orders require that employers authorize or permit
12 nonexempt employees to take a rest break that must, insofar as practicable, be taken in the middle
13 of each work period. The rest break is based on the total hours worked daily and must be at the
14 minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction
15 thereof.

16 40. Pursuant to Labor Code § 226.7, if an employer fails to authorize or permit an
17 employee a rest break in accordance with an applicable Wage Orders, the employer shall pay the
18 employee one additional hour of pay at the employee's regular rate of pay for each workday that
19 the rest break is not provided. The provisions of the Applicable Wage Orders state that the rest
20 break is defined as a "net" ten minutes, which means that the rest break begins when the employee
21 reaches an area away from the work area that is appropriate for rest.

22 41. During the applicable recovery period, Defendant did not, from time to time,
23 authorize and/or permit Plaintiff and the Class to take legally-complaint rest breaks when they
24 worked long enough to be entitled to rest breaks under California.

25 42. During the applicable recovery period, Defendant, from time to time, failed to pay
26 Plaintiff and the Class any premium wages, or the correct premium wages, mandated by Labor
27 Code § 226.7(b) for these unlawful rest breaks. As a result of violations of Labor Code §§ 226.7
28

1 and the Applicable Wage Orders, Defendant is liable for civil penalties pursuant to Labor Code
2 §§ 558 and 2698 et seq.

3 43. Plaintiff and the Class are entitled to recover one additional hour of pay at their
4 regular rate of compensation with Defendant for each work day that a rest break was not
5 authorized and/or permitted. Plaintiff and Class are also entitled to their costs and reasonable
6 attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of
7 interest.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE FOR BUSINESS-RELATED EXPENDITURES**

10 **(Plaintiff and the Class Against Defendant and Does 1-20)**

11 44. Plaintiff hereby incorporate by reference all other allegations contained in this
12 Complaint as though fully set forth herein.

13 45. Labor Code § 2802 (a) provides, "An employer shall indemnify his or her
14 employee for all necessary expenditures or losses incurred by the employee in direct consequence
15 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
16 even though unlawful, unless the employee, at the time of obeying the directions, believed them
17 to be unlawful."

18 46. As alleged above, during the applicable recovery period, Defendant knew or had
19 reason to know that Plaintiff were using their mobile phones for work purposes but, from to time,
20 failed to reimburse them for such business expense.

21 47. As a direct and proximate result of Defendant's failure to reimburse Plaintiff and
22 the Class for their business-related expenditures, they have been injured in an amount to be
23 proven at trial.

24 48. Plaintiff and the Class are entitled to recover reimbursement of their business-
25 related expenditures. Plaintiff and the Class are also entitled to their costs and reasonable
26 attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of
27 interest.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

3 **(Plaintiff and the Class Against Defendant and Does 1-20)**

4 49. Plaintiff hereby incorporate by reference all other allegations contained in this
5 Complaint as though fully set forth herein.

6 50. This claim is brought under Labor Code § 226(a), which sets forth reporting
7 requirements for employers when paying wages, including that every employer shall furnish each
8 of his or her employees an itemized statement in writing showing, among other things, (1) gross
9 wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable
10 hourly rates in effect during the pay period, (5) the corresponding number of hours worked at
11 each hourly rate, and (6) the name and address of the legal entity that is the employer.

12 51. Labor Code § 226(e) provides that an employee suffering injury as a result of a
13 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
14 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
15 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
16 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled
17 to an award of costs and reasonable attorney's fees.

18 52. Defendant, from time to time, knowingly and intentionally failed to provide
19 Plaintiff and the Class with paycheck deduction statements accurately displaying the information
20 required by Labor Code § 226(a).

21 53. As a direct and proximate result of Defendant's conduct as alleged above, Plaintiff
22 and the affected members of the Class are entitled to a civil penalty of \$50 for the initial pay
23 period and \$100 for each subsequent pay period in which Defendant violated the reporting
24 requirements of Labor Code § 226, up to a maximum of \$4,000.

1 61. Defendant has, from time to time, engaged in unfair business practices in
2 California by practicing, employing and utilizing the employment practices outlined in this
3 Complaint by requiring its non-exempt employees to perform the labor complained of herein
4 without proper compensation. Defendant's utilization of such unfair business practices
5 constitutes unfair competition and provides an unfair advantage over its competitors.

6 62. Plaintiff and the Class seek full restitution and disgorgement of monies, as
7 necessary and according to proof, to restore any and all monies withheld, acquired and/or
8 converted by Defendant by means of the unfair practices complained of herein.

9 63. Plaintiff and the Class seek, on their own behalf and on behalf of the general
10 public, the appointment of a receiver, as necessary. The acts complained of herein occurred, at
11 least in part, within the last four (4) years preceding the filing of the original complaint in this
12 action.

13 64. Upon information and belief, Plaintiff alleges that at all times herein mentioned
14 Defendant has, from time to time, engaged in unlawful, deceptive and unfair business practices,
15 as proscribed by Business and Professions Code § 17200 et seq., including those set forth in the
16 Complaint herein, thereby depriving Plaintiff and the Class, and other members of the general
17 public the minimum working condition standards and conditions due to them under the California
18 labor laws and the applicable Wage Orders as specifically described herein.

19 65. Plaintiff and the Class are further entitled to and do seek both a declaration that
20 the above-described business practices are unfair, unlawful and/or fraudulent and to a permanent
21 injunction requiring Defendant to pay all outstanding wages due to Plaintiff and the Class. ..
22 Plaintiff and the Class have no other adequate remedy at law to ensure future compliance with
23 the California labor laws and the Applicable Wage Orders alleged to have been violated herein.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, pray for
3 relief and judgment against Defendants as follows:

4 1. Certification of this action as a class action on behalf of the Class alleged in this
5 Complaint;

6 2. For general damages, according to proof, on each cause of action for which such
7 damages are available;

8 3. For compensatory damages, according to proof, on each cause of action for which
9 such damages are available;

10 4. For restoration and restitution of lost wages, statutory penalties, and all other
11 remedies afforded under the Labor Code on all causes of action for violation of the Labor Code;

12 5. For declaratory and injunctive relief as requested herein;

13 6. For prejudgment and post-judgment interest according to law;

14 7. For reasonable attorneys' fees incurred in this action on those causes of action for
15 which such fees are recoverable under the law;

16 8. For costs of suit incurred in this action;

17 9. Disgorgement of all gains unjustly gained by Defendants; and

18 10. Any other remedies, whether in law or equity, that the Court deems properly.
19
20

21 Dated: July 14, 2023

Respectfully submitted,

22
23 **SHAKOURI LAW FIRM**

24
25
26 By: *Ashkan Shakouri*
27 Ashkan Shakouri
28 Attorneys for Plaintiff

1 **DEMAND FOR JURY TRIAL**

2
3 Plaintiff demands a jury trial on issues triable to a jury.

4
5 Dated: July 14, 2023

Respectfully submitted,

6
7 **SHAKOURI LAW FIRM**

8
9
10 By: *Ashkan Shakouri*
11 Ashkan Shakouri
12 Attorneys for Plaintiff
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3
4 I am employed in the County of Los Angeles, State of California, I am over the age of 18 and
5 not a party to the within action; my business address is 11601 Wilshire Boulevard, Fifth Floor, Los
6 Angeles, California 90025. I served the foregoing document(s) described as:

- 7 • **FIRST-AMENDED CLASS ACTION COMPLAINT**

8 X BY ELECTRONIC TRANSMISSION ONLY. I electronically caused to be served the foregoing
9 document on all interested parties in this action via email only. Each document will be deemed served
10 on the date it was emailed.

11 Addressed to:

12 **Attorneys for Defendant**

13 abeverlin@bakerlaw.com
14 sjim@bakerlaw.com
15 mkane@bakerlaw.com
16 ksakaue@bakerlaw.com

17 **BakerHostetler**
18 **11601 Wilshire Boulevard | Suite 1400**
19 **Los Angeles, CA 90025-0509**

20
21
22
23
24 I declare under penalty of perjury under the laws of the State of California that the above is true
25 and correct.

26
27 Date: July 14, 2023

28 *Ashkan Shakouri*
Ashkan Shakouri

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28