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Facsimile: (209) 473-4818

Attorneys for Plaintiff Janai Robinson

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

JANAI ROBINSON, an individual,

Plaintiff,

v.

BUTTERFLY EFFECTS, LLC, a limited
liability company; ADP TOTALSOURCE,
INC., a corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: STK-CV- UOE -2020- 4288

COMPLAINT

1. PRIVATE ATTORNEYS GENERAL ACT

THIS CASE HAS BEEN ASSIGNED TO
JUDGE ROGER ROSS IN
DEPARTMENT 11B FOR ALL PURPOSES,
INCLUDING TRIAL

Plaintiff Janai Robinson brings this action against Butterfly Effects ABA Therapy, LLC, ADP TotalSource, Inc., and Does 1 through 100, for violations of the California Labor Code.

PARTIES

1. Janai Robinson ("Plaintiff") is and at all times relevant herein was employed in San Joaquin County, California, and was an "employee" as defined by the California Labor Code ("Labor Code") and the applicable California Industrial Wage Commission ("IWC") Wage Order(s).

2. Butterfly Effects, LLC ("Butterfly Effects") is a Florida limited liability company formed under the laws of that state and at all times relevant herein, was an "employer" as defined by the Labor Code and the applicable IWC Wage Order(s).

Filed MAY 26 2020
BRANDON E. RILEY, CLERK

By JOYCE BANEK
DEPUTY

1 3. ADP TotalSource, Inc. ("ADP") is a Florida corporation formed under the laws of
2 Colorado and at all times relevant herein, was an "employer" as defined by the Labor Code and the
3 applicable IWC Wage Order(s).

4 4. Butterfly Effects, ADP, and Does 1-100 are collectively referred to as Defendants.

5 5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as
6 Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sue such
7 Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names
8 and capacities when ascertained. Plaintiff is informed and believes, and on that basis allege, that each
9 of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged
10 and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants.
11 Unless otherwise indicated, each Defendant was acting within the course and scope of said agency
12 and/or employment, with the knowledge and/or consent of said co-Defendant.

13 6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
14 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
15 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
16 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting
17 within the course and scope of such agency, service, employment partnership, joint venture and/or
18 concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and
19 within the course and scope of such agency and/or employment, with the knowledge and/or consent of
20 the remaining Defendants.

21 **VENUE AND JURY TRIAL DEMAND**

22 7. Venue is proper in this Court because the unlawful acts alleged herein took place in San
23 Joaquin County and Plaintiff's place of employment with Defendants was within San Joaquin County.
24 Plaintiff hereby demands a jury trial.

25 **GENERAL ALLEGATIONS**

26 8. Robinson was employed by Defendants as a Registered Behavior Technician from in or
27 around February 2019 until December 30, 2019. Butterfly Effects provides Applied Behavior
28 Analysis ("ABA") therapy solutions for children on the autism spectrum. ADP provides human

1 resource and payroll services for Butterfly Effects In or around late January 2020, Robinson was
2 rehired and given an effective re-hire date of December 30, 2019.

3 9. At all times relevant herein, Robinson was paid on an hourly basis, and was eligible for
4 overtime pay. However, Robinson was never paid overtime at the appropriate rate of time-and-one-
5 half of her regular rate of pay. Any overtime hours worked by Robinson were paid at differing rates,
6 none of which are equal to or greater than time-and-one-half of her regular rate of pay (\$18), in
7 violation of Labor Code section 510. (**Exhibit 1.**)

8 10. Additionally, Robinson was not provided a ten-minute rest period, free of duty, for
9 every four hours worked. Nor was she provided a thirty-minute meal period, free of duty, for every
10 five hours worked. Robinson worked a six hour shift each Saturday. During these Saturday shifts,
11 Robinson worked with the client one-on-one for the entire session. As such, she was unable to take
12 her rest and meal breaks, free from duty, each Saturday.

13 11. Further, Robinson was never paid an hour of pay at her regular rate of compensation
14 (“premium pay”) for each rest and meal period which was unlawfully denied her. Accordingly,
15 Defendants violated Labor Code sections 226.7 and 512.

16 12. Because Robinson has not been paid overtime wages for all hours worked, and because
17 she was not paid premium pay for denied rest and meal periods, *supra*, the wage statements issued to
18 her do not accurately reflect the gross wages earned, the net wages earned, and all applicable hourly
19 rates in effect during the pay period, and the corresponding number of hours worked at each rate, in
20 violation of Labor Code section 226, subdivisions (a)(1), (5), and (9). (**Exhibit 1, *supra*.**)

21 13. Furthermore, and independent of any other Labor Code violation, the wage statements
22 issued to Robinson do not accurately show the total hours worked, in violations of Labor Code section
23 226, subdivision (a)(2). The wage statements show several different rates of pay (Overtime,
24 Adjustment, Drive Time, Rate 1, and Rate 2) and the corresponding hours worked at each pay rate.
25 The wage statements show total work hours; however, the number of hours shown as “Total Work
26 Hrs” does not correspond with the aggregate number of hours worked for all listed pay rates. For
27 example, Exhibit 1 is a wage statement issued May 31, 2019. Robinson’s regular rate of pay during
28 this pay period was \$18.00 per hour and \$12.00 per hour (minimum wage) for any training hours that

1 she completed. Exhibit 1 shows that Robinson was training for 26.92 hours at “Rate 2” (\$12/hour) for
2 that pay period. Exhibit 1 also shows that Robinson worked 27.3 hours at “Rate 1” (\$18/hour) for that
3 pay period. Exhibit 1 also includes 0.37 hours for “Drive Time”, 0.17 hours for “Adjustment”, and 1.5
4 hours of “Overtime”. Confusingly, the hours shown under the “Total Work Hrs” category is 28.79
5 hours, but there is no combination of the hours shown under “Earnings” that would add up to 28.79
6 hours. Thus, the wage statements issued to Robinson failed to accurately show the total hours worked,
7 as well as the gross wages earned, net wages earned, and all applicable hourly rates in effect during the
8 pay period and the corresponding number of hours worked at each rate.

9 14. Because Robinson was regularly denied all wages due and owing, *supra*, she was not
10 paid all wages due and owing upon cessation of employment (December 30, 2019), in violation of
11 Labor Code section 201.

12 15. Defendants were, at all times relevant herein, aware of the requirements of the Labor
13 Code.

14 16. Defendants have, at all times relevant herein, furnished wage statements to each of their
15 California employees pursuant to an established set of policies, procedures and practices.

16 17. The foregoing list of misconduct is a partial list only and set forth by way of example.

17 18. On February 24, 2020, Robinson provided written notice by certified mail to
18 Defendants and by online filing to the Labor and Workforce Development Agency (“LWDA”) of the
19 specific provisions of the Labor Code alleged to have been violated, including the facts and theories to
20 support the alleged violations. (**Exhibit 2.**)

21 19. On information and belief, on February 26, 2020, Butterfly Effects changed its legal
22 name from “Butterfly Effects ABA Therapy, LLC” to “Butterfly Effects, LLC”. (**Exhibits 3, 4.**)

23 20. As of the date of this complaint, which is more than sixty-five (65) days after Plaintiff
24 provided written notice, the LWDA has not responded to Robinson’s notification or otherwise
25 indicated an intention to investigate the alleged violations. Robinson has therefore satisfied the
26 administrative prerequisites under Labor Code section 2699.3 to bring a civil action to recover
27 penalties against Defendants for violations of the Labor Code, in addition to other remedies.

28 ///

FIRST CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 et seq.)
Against Defendants

21. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

22. The Private Attorneys General Act ("PAGA"), as set forth at Labor Code section 2698, *et seq.*, is and at all times relevant herein was applicable to Robinson's employment with Defendants.

23. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3. Furthermore, any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.

24. Pursuant to the PAGA, an "aggrieved employee" is "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." (Lab. Code, § 2699, subd. (c).)

25. Pursuant to Labor Code section 2699(a), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code for a violation of a particular section of the Labor Code. When the Labor Code does not provide such a specific civil penalty, the penalty recoverable shall be \$100 for the initial violation per employee per pay period and \$200 for each subsequent violation per employee per pay period. (Lab. Code, § 2699, subd. (f).)

26. Plaintiff was employed by Defendants and the alleged violations of the Labor Code were committed against her during her employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699(c). Other California employees, current and former, are also aggrieved employees in that the violations of the Labor Code were committed against them during their time of employment with Defendants.

- 1 3. That this Court award statutory attorneys' fees and costs, including those available
2 under Labor Code section 2699, subdivision (g), as well as Code of Civil Procedure
3 section 1021.5;
4 4. That this Court award prejudgment and post-judgment interest according to any
5 applicable provision of law or as otherwise permitted by law, including those available
6 under Civil Code sections 3287, subdivision (a) and 3289, subdivision (b); and
7 5. That this Court award such other and further relief as the court deems just and proper.

8 ///

9 **DATED:** May 1, 2020

MAYALL HURLEY P.C.

10
11 By _____



JOHN P. BRISCOE
RACHAEL ALLGAIER
Attorneys for Plaintiff
JANAI ROBINSON

Exhibit 1

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0 Tax Blocked
CA: 0.51 Additional Tax

JANAI ROBINSON

Social Security Number: [REDACTED]

Earnings	rate	other/hours	this period	year to date
Overtime	22.0500	1.50	33.08	33.08
Adjustment	12.0000	.17	2.04	38.04
Drive Time	12.0000	.37	4.44	4.44
Rate 1	18.0000	27.30	491.40	2,408.04
Rate 2	12.0000	25.92	323.04	1,112.52
Gross Pay			\$854.00	3,596.12

Other Benefits and

Information	this period	total to date
Total Work Hrs	28.79	
Pto Bal Hours		7.80

Important Notes

ADP TotalSource, Inc. A Professional Employer Organization
10220 Sunset Drive, Miami, FL 33173
1-800-554-1802

BASIS OF PAY: HOURLY

EFFECTIVE THIS PAY PERIOD YOUR FEDERAL EXEMPTIONS
HAVE BEEN CHANGED FROM 1 TO 0.

Deductions	Statutory	Other	Adjustment
Social Security Tax	-52.95		
Medicare Tax	-12.38		
CA State Income Tax	-12.45		
CA SUI/SDI Tax	-8.54		
Federal Income Tax	254.29		
Auto Mlg Reimb	-5.38		
Auto Mlg Reimb	+6.38		
Net Pay			\$774.06
Checking			-774.06
Net Check			\$0.00

Your federal taxable wages this period are \$854.00
Your CA taxable wages this period are \$854.00

ADP TotalSource
A Professional Employer Organization
8400 Windward Parkway
Alpharetta, GA 30005

Advice number: 00000220057
Pay date: 05/31/2019

Deposited to the account of JANAI ROBINSON
account number [REDACTED] transit ABA XXXX XXXX amount \$774.06

THIS IS NOT A CHECK

NON-NEGOTIABLE

Exhibit 2

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253
FAX (209) 473-4818
TELEPHONE (209) 477-3833
WWW.MAYALLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
ANGELA C. RUSSELL
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

February 24, 2020

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Butterfly Effects ABA Therapy, LLC
500 Fairway Dr., Suite 102
Deerfield Beach, FL 33441

ADP TotalSource, Inc.
10200 Sunset Drive
Miami, FL 33173

Re: Janai Robinson

To whom it may concern:

This firm represents Janai Robinson in relation to her current joint employment with Butterfly Effects ABA Therapy, LLC ("Butterfly Effects") and ADP TotalSource, Inc. ("ADP"). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Robinson's written notice to the Labor and Workforce Development Agency ("LWDA"), Butterfly Effects, and ADP regarding the following violations, and facts and theories supporting those violations, on Ms. Robinson's behalf and, as a proxy for the LWDA, on behalf of former and other current California employees of Butterfly Effects and ADP.

Ms. Robinson worked for Butterfly Effects and ADP (referred to collectively as "Employers"), from December 2018 until December 31, 2019 as a Registered Behavior Technician. In or around late January 2020, Ms. Robinson was rehired and given an effective hire date of December 30, 2019. Ms. Robinson, at all times relevant herein, was paid on an hourly basis, and was eligible for overtime pay. However, Ms. Robinson was never paid overtime at the appropriate rate of time-and-one-half of her regular rate of pay. Any overtime hours worked by Ms. Robinson were paid at differing rates, none of which are equal to or greater than time-and-one-half of her regular rate of pay, in violation of Labor Code section 510. These violations were also committed against former and other current employees of Employers in California, and within the last year.

Labor and Workforce Development Agency
Butterfly Effects ABA Therapy, LLC
ADP TotalSource
Re: Janai Robinson
February 24, 2020
Page 2 of 3

Additionally, Ms. Robinson was not provided a ten-minute rest period, free of duty, for every four hours worked. Nor was she provided a thirty-minute meal period, free of duty, for every five hours worked. Ms. Robinson regularly worked a six hour shift each Saturday. During these Saturday shifts, Ms. Robinson worked with the client one-on-one for the entire session. As such, she was unable to take her rest and meal breaks, free from duty, each Saturday. Furthermore, Ms. Robinson was never paid an hour of pay at her regular rate of compensation ("premium pay") for each rest and meal period which was unlawfully denied her. Accordingly, Employers violated Labor Code sections 226.7 and 512. These violations were committed against former and other current employees of Employers in California, and within the last year.

Because Ms. Robinson has not been paid overtime wages for all hours worked, and because she was not paid premium pay for denied rest and meal periods, *supra*, the wage statements issued to her do not accurately reflect the gross wages earned, the net wages earned, and all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9). Furthermore, and independent of any other Labor Code violation, the wage statements issued to Ms. Robinson do not accurately show the total hours worked, in violation of Labor Code section 226, subdivision (a)(2). (**Exhibit A.**) The wage statements show several different rates of pay (Overtime, Adjustment, Drive Time, Rate 1, and Rate2) and the corresponding hours worked at each pay rate. The wage statements show total work hours, however, the number of hours shown as "Total Work Hrs" does not correspond with the total number of hours worked for all listed pay rates. For example, **Exhibit A** is a wage statement issued May 31, 2019. Ms. Robinson's regular rate of pay during this pay period was \$18.00 per hour, however, her wage statement shows that she earned regular wages at \$12.00 per hour *and* \$18.00 per hour. Ms. Robinson earned \$12.00 per hour for any training hours that she completed during her first 90 days, but was to receive \$18.00 per hour for all purposes after her initial 90 days. Assuming that Employers continued to pay Ms. Robinson the \$12.00 per hour rate for all training hours, **Exhibit A** seemingly shows that Ms. Robinson was training for 26.92 hours at "Rate 2" for that pay period. Further, **Exhibit A** seems to show that Ms. Robinson worked 27.3 hours at "Rate 1" for that pay period. **Exhibit A** also includes 0.37 hours for "Drive Time", 0.17 hours for "Adjustment", and 1.5 hours of "Overtime". Confusingly, the total hours worked that is shown is 28.79 hours, but there is no combination of the hours shown under "Earnings" that would add up to 28.79 hours. Thus, the wage statements issued to Ms. Robinson failed to accurately show the total hours worked, as well as the gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate. These violations of Labor Code section 226, subdivision (a) were committed against former and other current employees of Employers in California, and within the last year.

Additionally, because Ms. Robinson was regularly denied all wages due and owing, *supra*, she has not been paid all wages due upon pay period, in violation of Labor Code section 204. Further, because Ms. Robinson was regularly denied all wages due and owing, *supra*, she was not paid all wages due and owing upon cessation of employment, in violation of Labor Code

Labor and Workforce Development Agency
Butterfly Effects ABA Therapy, LLC
ADP TotalSource
Re: Janai Robinson
February 24, 2020
Page 3 of 3

section 201. These violations were committed against former and other current employees of Employers in California, and within the last year.

As demonstrated above, Employers violated the Labor Code as against Ms. Robinson and former and other current employees of Employers in California, and within the last year, as follows:

1. Failure to pay overtime at the appropriate rate, in violation of Labor Code section 510.
2. Failure to provide compliant rest periods or premium pay, in violation of Labor Code section 226.7.
3. Failure to provide compliant meal periods or premium pay, in violation of Labor Code sections 226.7 and 512.
4. Failure to furnish accurate itemized wage statements, in violation of Labor Code section 226, subdivision (a).
5. Failure to pay all wages due upon each pay period, in violation of Labor Code section 204.
6. Failure to pay all wages due and owing upon cessation of employment, in violation of Labor Code section 201.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Robinson intends to file a civil complaint against Employers pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By


RACHAEL ALLGAIER

Enclosure

Exhibit A

my.adp.com

Taxable Marital Status: Single
Exemptions/Advances:
Federal: 0 Tax Stacked
CA: 0.51 Additional Tax

JANAI ROBINSON

Social Security Number: [REDACTED]

Earnings	rate	other/hours	this period	year to date
Overtime	22.0500	1.50	33.08	33.08
Adjustment	12.0000	.17	2.04	38.04
Drive Time	12.0000	.37	4.44	4.44
Rate 1	18.0000	27.30	491.40	2,408.04
Rate2	12.0000	25.92	323.04	1,112.52
Gross Pay			\$854.00	3,596.12

Other Benefits and Information	this period	total to date
Total Work Hrs	28.79	
Pto Bal Hours		7.80

Important Notes

ADP TotalSource, Inc. A Professional Employer Organization
10000 Sunset Drive, Miami, FL 33173
1-800-554-1802

BASIS OF PAY: HOURLY

EFFECTIVE THIS PAY PERIOD YOUR FEDERAL EXEMPTIONS
HAVE BEEN CHANGED FROM 1 TO 0.

Deductions	Statutory		year to date
Social Security Tax		-52.95	222.96
Medicare Tax		-12.38	52.14
CA State Income Tax		-12.45	33.33
CA SUI/SDI Tax		-8.54	35.96
Federal Income Tax			254.29
Other			
Auto Mlg Reimb			-6.38
Adjustment			
Auto Mlg Reimb		+6.38	
Net Pay		\$774.06	2,847.96
Checking		+774.06	
Net Check		\$0.00	

Your federal taxable wages this period are \$854.00
Your CA taxable wages this period are \$854.00

ADP TotalSource
A Professional Employer Organization
5800 Windward Parkway
Alpharetta, GA 30005

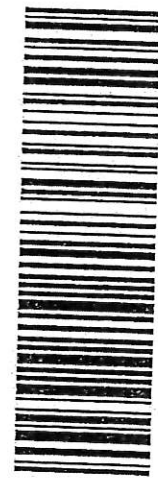
Advice number: 00000220057
Pay date: 05/31/2019

Deposited to the account of	account number	transit ABA	amount
JANAI ROBINSON	[REDACTED]	XXXX XXXX	\$774.06

THIS IS NOT A CHECK

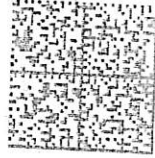
NON-NEGOTIABLE

LAW OFFICES
MAYALL HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253



Label 890-PB, Oct. 2015
Pitney Bowes

9489 0090 0027 6152 3710 49



U.S. POSTAGE >> PITNEY BOWES



ZIP 95207 \$005.90⁰
02 4W
0000369527 FEB. 24, 2020

Butterfly Effects ABA Therapy, LLC
500 Fairway Dr., Suite 102
Deerfield Beach, FL 33441

LAW OFFICES
MAYALL HURLEY

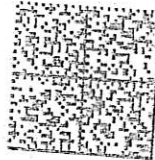
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR

STOCKTON, CALIFORNIA 95207-8253



9489 0090 0027 6152 3710 32

Label 890-PB, Oct. 2015
Pitney Bowes



U.S. POSTAGE PITNEY BOWES
ZIP 95207 \$ 005.90⁰
02 4W
0000369527 FEB 24 2020

ADP TotalSource, Inc.
10200 Sunset Drive
Miami, FL 33173

Exhibit 3



**Secretary of State
Foreign Limited Liability
Company (LLC)
Name Change Amendment**

LLC-6

LS

FILED

Secretary of State
State of California

FEB 26 2020

MC

See Secretary of State's
records for exact entity name.
ICC added 03-11-2020 SV

Above Space For Office Use Only

IMPORTANT — Read Instructions before completing this form.

Must be submitted with a current certificate evidencing the name change issued by the government agency where the LLC was formed. See Instructions.

Filing Fee — \$30.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00

Note: You must file a Statement of Information (Form LLC-12) to change the LLC's business address(es), or to change the name or address of the LLC's agent for service of process. Statements of Information (Form LLC-12) can be filed online at cblizfile.sos.ca.gov/SI.

1. LLC Exact Name Used in California (Enter the name used in California exactly as listed on the records of the California Secretary of State.)

BUTTERFLY EFFECTS ABA THERAPY, LLC

2. LLC 12-Digit (File) Entity Number (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

2	0	1	3	2	1	7	1	0	4	8	2
---	---	---	---	---	---	---	---	---	---	---	---

3. New LLC Name in the State, Country, or Other Place of LLC Formation (If the LLC changed its name in the jurisdiction of formation, list the new LLC name as listed on your attached certificate evidencing the name change.)

4. California Alternate Name, if Required (See Instructions - Complete either 4a, 4b, 4c)

4a. List an alternate name to be used in California if: (1) the LLC name in item 3 does not comply with California naming requirements or (2) you only are filing this form to change an existing alternate name used in California. List the alternate name exactly as it is to appear on the records of the California Secretary of State.

4b. Check this box if you completed item 3, above and if applicable. If you check this box, do not complete item 4a above or 4c below.

☐ This LLC registered in California before January 1, 2014; currently transacts intrastate business in California under the alternate name listed in item 1 above; and upon this filing, will continue to transact intrastate business in California under the alternate name listed in item 1 above.

4c. If you check this box, do not complete item 4a or 4b above.

☒ Check this box if you are relinquishing the California alternate name.

Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the foreign LLC.

Additional signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-6. (All attachments should be 8 1/2 x 11, one-sided, legible and clearly marked as an attachment to this Form LLC-6.)

Kevin Silver

Signature

Kevin Silver

Type or Print Name

Exhibit 4

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Thursday, April 30, 2020. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

201321710482 BUTTERFLY EFFECTS, LLC

Registration Date:	08/01/2013
Jurisdiction:	FLORIDA
Entity Type:	FOREIGN
Status:	ACTIVE
Agent for Service of Process:	KEVIN SILVER 1811 GRAND CANAL BLVD STE 2 STOCKTON CA 95207
Entity Address:	500 FAIRWAY DRIVE STE 102 DEERFIELD BEACH FL 33441
Entity Mailing Address:	500 FAIRWAY DRIVE STE 102 DEERFIELD BEACH FL 33441
LLC Management	*

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of August.

Document Type	↕	File Date	↕	PDF
AMENDMENT		02/26/2020		
SI-COMPLETE		05/30/2019		
SI-COMPLETE		09/04/2015		
REGISTRATION		08/01/2013		

* Indicates the information is not contained in the California Secretary of State's database.

Note: If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)
[New Search](#)
[Back to Search Results](#)