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Attorneys for Plaintiff
SAM KIMM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES: CENTRAL DISTRICT

SAM KIMM, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

CALOP BUSINESS SYSTEMS, INC. dba
CALOP AEROGROUND SERVICES, a
California corporation; and DOES 1 through
100, Inclusive,

Defendants.

CASE NO.: 20STCV22191

**FIRST AMENDED REPRESENTATIVE
CLAIM FOR CIVIL PENALTIES FOR
VIOLATION OF CALIFORNIA LABOR
CODE PURSUANT TO PAGA, LABOR
CODE §§2698, ET SEQ.**

DEMAND FOR JURY TRIAL

Plaintiff SAM KIMM (hereinafter “KIMM” or “Plaintiff,”) on behalf of himself and all
other aggrieved employees of Defendant CALOP BUSINESS SYSTEMS, INC. dba CALOP
AEROGROUND SERVICES (hereinafter referred to as “CALOP” or “Defendant”) and Does 1
through 100 alleges as follows:

PARTIES

1. At all times herein relevant, Plaintiff SAM KIMM was a resident in the County
of Los Angeles, State of California and worked for Defendants at their offices in Los Angeles
County, California.

1 2. Plaintiff is informed and believes and thereon alleges that CALOP was and at all
2 times mentioned in this complaint is a California corporation doing business in the State of
3 California, operating and doing business in the City of Los Angeles, County of Los Angeles,
4 State of California.

5 3. At all relevant times Defendants were the “employer” of the Plaintiff within the
6 meaning of all applicable California laws and statutes.

7 4. At all times herein relevant, Defendant CALOP and DOES 1 through 100, and
8 each of them, were the agents, partners, joint venturers, joint employers, representatives,
9 servants, employees, successors in interest, co-conspirators and/or assigns, of the other, and at all
10 times relevant hereto were acting within the course and scope of their authority as such agents,
11 partners, joint venturers, joint employers, representatives, servants, employees, successors in
12 interest, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly
13 committed with the ratification, knowledge, permission, encouragement, authorization and/or
14 consent of each defendant designated as a DOE herein.

15 5. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said
17 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
18 information and belief alleges, that each of the defendants designated as DOE are legally
19 responsible for the events and happenings referred to in this complaint, and unlawfully caused
20 the injuries and damages to Plaintiff and the other aggrieved employees as alleged in this
21 complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and
22 capacities when the same have been ascertained.

23 6. Defendant CALOP and DOES 1 through 100 will hereinafter collectively be
24 referred to as “Defendants.”

25 7. Plaintiff further alleges that Defendants directly or indirectly controlled or
26 affected the working conditions, wages, working hours, and conditions of employment of the
27 Plaintiff and the other aggrieved employees so as to make each of said Defendants employers
28 and employers liable under the statutory provisions set forth herein.

 8. Venue is proper in this action on the grounds that the Defendants do business in

the County of Los Angeles, and the events at issue occurred in the County of Los Angeles

GENERAL ALLEGATIONS

9. KIMM incorporates by this reference each and every allegation contained in Paragraph 1 through 8 above as though set forth fully below.

10. KIMM is informed and believes, and herein alleges, that CALOP employs more than five (5) people in the State of California.

11. Plaintiff brings this PAGA representative action against Defendants on behalf of himself and other aggrieved employees of Defendants in California seeking PAGA penalties pursuant to California Labor Code Sections 98.6, 201, 202, 204, 210, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1102.5, 1174, 1175.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2751, 2802, and 2698 et seq.

GENERAL ALLEGATIONS

12. At all relevant time set forth herein, Defendants employed the Plaintiff and other aggrieved employees as hourly-paid or non-exempt employees within the State of California.

13. Plaintiff commenced his employment as an hourly paid, non-exempt employee for Defendants on or about July 17, 2017 until his employment was terminated on or about February 25 or 26, 2020.

14. Defendants hired Plaintiff and the other aggrieved employees and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked, missed meal periods and/or rest breaks.

15. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved employees; to set work rules and conditions governing Plaintiff's and the other aggrieved employees' employment; and to supervise their daily employment activities.

16. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and other aggrieved employees' employment for them to be joint employers of the Plaintiff and the other class members.

17. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

1 18. Defendants continue to employ hourly-paid or non-exempt employees within the
2 State of California.

3 19. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day,
4 and/or forty (40) hours in a week during their employment with Defendants.

5 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
7 employees within the State of California, involving, *inter alia*, failing to pay them for all regular
8 and/or overtime wages earned, missed meal periods and rest breaks in violation of California
9 law.

10 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
12 receive certain wages for overtime compensation and that they were not receiving wages for
13 overtime compensation.

14 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed to provide Plaintiff and the other aggrieved employees the required rest and meal period
16 during the relevant time period as required under the Industrial Welfare Commission Wage
17 Orders and thus they are entitled to any and all applicable penalties.

18 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that the Plaintiff and the other aggrieved employees were entitled to
20 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
21 aggrieved employees regular rate of pay when a meal period was missed, and they did not
22 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
23 aggrieved employees' regular rate of pay when a meal period was missed.

24 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that the Plaintiff and the other aggrieved employees were entitled to
26 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
27 aggrieved employees' regular rate of pay when a rest period was missed, and that Plaintiff and
28 the other aggrieved employees did not receive all rest periods or payment of one additional hour

1 of pay at Plaintiff's and the other aggrieved employees' regular rate of pay when a rest period
2 was missed.

3 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that the Plaintiff and the other aggrieved employees were entitled to
5 receive at least minimum wage for compensation, and they were not receiving at least minimum
6 wage for all hours worked.

7 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that the Plaintiff and the other aggrieved employees were entitled to
9 receive all wages owed to them upon discharge or resignation, including overtime and minimum
10 wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed
11 to them at the time of their discharge or resignation.

12 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that the Plaintiff and the other aggrieved employees were entitled to
14 receive complete and accurate wage statements in accordance with California law, but, in fact,
15 they did not receive complete and accurate wage statements from Defendants. The deficiencies
16 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
17 other aggrieved employees.

18 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that the Plaintiff and the other aggrieved employees were entitled to
20 reimbursement for necessary business expenses, including certain footwear Plaintiff and other
21 aggrieved employees were required by Defendants to wear upon the job. Defendants also failed
22 to pay for or reimburse for expenses incurred to obtain and/or renew the security clearance
23 required to work at Defendants' facilities.

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that they had a duty to compensate Plaintiff and the other aggrieved
26 employees pursuant to California law, and that Defendants had the financial ability to pay such
27 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
28 to Plaintiff and the other aggrieved employees that they were properly denied wages, all in order

1 to increase Defendants' profit.

2 30. During the relevant times set forth herein, Defendants failed to pay overtime
3 wages to Plaintiff and the other aggrieved employees for all hours worked. Plaintiff and the other
4 aggrieved employees were required to work more than eight (8) hours per day and/or forty (40)
5 hours per week without overtime compensation.

6 31. During the relevant times set forth herein, Defendants failed to provide the
7 requisite uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

8 32. During the relevant times set forth herein, Defendants failed to pay Plaintiff and
9 the other aggrieved employees at least minimum wage for all hours worked.

10 33. During the relevant times set forth herein, Defendants failed to pay other
11 aggrieved employees all wages owed to them upon discharge or resignation.

12 34. During the relevant times set forth herein, Defendants failed to provide complete
13 or accurate wage statements to Plaintiff and the other aggrieved employees.

14 35. During the relevant times set forth herein, Defendants failed to properly
15 compensate Plaintiff and the other aggrieved employees pursuant to California law in order to
16 increase Defendants' profits.

17 36. Defendants willfully failed to pay Plaintiff and other aggrieved employees in
18 California by the time set forth by Labor Code sections 201, 202, and 204, all minimum, regular,
19 and overtime wages and all meal and rest period premium wages earned and owed during their
20 employment and upon separation from employment.

21 37. Defendants also did not pay Plaintiff and other aggrieved employees all wages
22 due and payable during and upon separation from employment, including minimum , regular and
23 overtime wages for all hours worked, and meal and rest period premium wages, as required by
24 Labor Code sections 201, 202, and 204.

25 38. The cause of action alleged herein is appropriately suited of a labor code Private
26 Attorney General's Act ("PAGA") action because:

27 a) Pursuant to California Labor Code section 2699(a), any provision of the Labor
28 Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency (“LDWA”) or any of its departments, divisions, commissions, boards,
2 agencies, or employees for a violation of the California Labor Code, may, as an alternative, be
3 recovered through a civil action brought by an aggrieved employee on behalf of himself or
4 himself and all other current or former employees pursuant to the procedures specified in
5 section 2699.

6 b) This action involves allegations of violations of provisions of the California Labor
7 Code that provide or do not provide for a civil penalty to be assessed and collected by the
8 LWDA or any departments, divisions, commissions, boards, agencies, or employees.

9 c) Plaintiff is an aggrieved employee because he was employed by the alleged
10 violators and had one or more of the alleged violations committed against him.

11 d) On March 6, 2020, Plaintiff satisfied the procedural requirements of section
12 2699.3 by serving the LWDA and Defendant CALOP via certified Mail with his notice for wage
13 and hour violations and penalties, including the facts and theories to support each violation.
14 Plaintiff also satisfied the procedural requirements of section 2699.3 by serving the LWDA
15 electronically on March 6, 2020 and thereafter obtained LWDA Case No. LWDA-CM-779360-
16 20. To ensure proper service, on November 2, 2020, Plaintiff served counsel for Defendant
17 CALOP via certified mail with his with his notice for wage and hour violations and penalties,
18 including the facts and theories to support each violation.

- 19 • Attached hereto as Exhibit 1 is a true and correct copy of a printout of CALOP’S
20 statement of information from the California Secretary of State’s website showing
21 CALOP’s mailing address to which the notice was sent, 3255 Wilshire Blvd., Ste
22 1730, Los Angeles, CA 90010.
- 23 • Attached hereto as Exhibit 2 is a true and correct copy of Plaintiff’s PAGA notice
24 mailed to CALOP by Certified Mail on March 6, 2020 together with the domestic
25 return receipt for the certified mail no. 70180040000035348296.
- 26 • Attached hereto as Exhibit 3 is a true and correct copy of the USPS Tracking
27 history pertaining to the PAGA notice sent by certified mail to CALOP, no.
28 70180040000035348296, showing the Certified Mail was refused on March 11,

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2020.

- Attached hereto as Exhibit 4 is a true and correct copy of the envelope within which Plaintiff’s PAGA notice was mailed to CALOP by Certified Mail on March 6, 2020 which bears the handwritten notation “refused.”
- Attached hereto as Exhibit 5 is a true and correct copy of the Notice of Errata to the Complaint filed herein and served upon CALOP’s counsel by certified mail to which is attached as Exhibit A is a true and correct copy of Plaintiff’s PAGA notice.
- Attached hereto as Exhibit 6 is a true and correct copy of the USPS Tracking history pertaining to the Notice of Errata sent by certified mail to CALOP’s counsel on October 30, 2020, no. 70201810000081983895, showing the Notice of Errata was delivered on November 2, 2020.
- Attached hereto as Exhibit 7 is a true and correct copy of an email from CALOP’s counsel Juan Hong, Esq. to Plaintiff’s counsel Joel Glaser, Esq. acknowledging receipt of the Notice of Errata.

e) More than 33 days have passed since Plaintiff served notice via Certified Mail to the LWDA and his employer and the Notice of Errata. Therefore, Plaintiff satisfied all the administrative requirements to pursue civil penalties against Defendants pursuant to Labor Code section 2698, et seq.

f) The doctrine of equitable tolling applies herein because Plaintiff notified the LWDA and the Defendant of the factual and legal bases of Plaintiff’s claim within the applicable one year statute of limitations; Defendant has not been prejudiced because Defendant had notice of the factual and legal bases of Plaintiff’s claim within the statutory period; and (3) Plaintiff in good faith filed this initial complaint in the earliest possible time after providing the LWDA and Defendants with its statutorily-mandated 33–day safe harbor.

g) Plaintiff herein asserts this action pursuant to Labor Code section 2699(a) and (f) on behalf of himself and all other aggrieved employees of Defendants to recover civil penalties, including unpaid wages, which are to be paid to the affected employees pursuant to Labor Code

1 sections 558 and 1197.1.

2 h) Defendants were Plaintiff's employers or persons acting on behalf of Plaintiff's
3 employer, within the meaning of California Labor Code section 558, who violated or caused to
4 be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
5 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
6 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
7 section 558, at all relevant times.

8 i) Defendants were Plaintiff's employer or persons acting on behalf of Plaintiff's
9 employer either individually or as an officer, agent, or employee of another person, within the
10 meaning of California Labor Code section 1197.11, who paid or caused to be paid to any
11 employee a wage less than the minimum wage fixed by California state law, and as such, are
12 subject to civil penalties for each underpaid employee, as well as liquidated damages pursuant
13 to labor code section 1194.2, and any applicable penalties imposed pursuant to labor code
14 section 203.

15 j) Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf of
16 himself and all other aggrieved employees of Defendants in California including but not limited
17 to, all unpaid and/or underpaid wages pursuant to Labor Code sections 558 and 1197.1, in
18 accordance with *Reynolds v Bement*, 36 Cal.4th 1075, 1089 (2005), and *Thurman v Bayshore*
19 *Transit Management, Inc.*, 203 Cal.App4th 1112 (2012).

20 **FIRST CAUSE OF ACTION**

21 **Representative Claims Under PAGA**

22 (By Plaintiff on Behalf of All Aggrieved Employees of Defendants Against All Defendants)

23 39. Plaintiff incorporates by reference all previous paragraphs above as if set forth
24 hereat in full.

25 40. Pursuant to California Labor Code section 2699(a), any provision of the Labor
26 Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
27 Development Agency ("LDWA") or any of its departments, divisions, commissions, boards,
28 agencies, or employees for a violation of the California Labor Code, may, as an alternative, be

1 recovered through a civil action brought by an aggrieved employee on behalf of himself or
2 himself and all other current or former employees pursuant to the procedures specified in section
3 2699.

4 41. This cause of action involves allegations of violations of provisions of Labor
5 Code sections, including sections 98.6, 201, 202, 204, 210, 221, 223, 225.5, 226, 226.3, 226.7,
6 227.3, 246, 510, 512, 558, 1102.5, 1174(d), 1197, 1198, 1199, 2751, and 2802, which pursuant
7 to Labor Code section 2699.5 provide for a civil penalty to be assessed and collected by the
8 LDWA or recovered through a civil action brought by an aggrieved employee on behalf of
9 himself or himself and other current or former employees pursuant to the procedures specified in
10 Labor Code section 2699.3.

11 42. Plaintiff has exhausted his administrative remedies and obligations and now seeks
12 penalties on behalf of himself and other aggrieved employees.

13 43. Pursuant to California Labor Code section 2699(a), Plaintiff seeks civil penalties
14 on behalf of himself and other aggrieved employees that worked as non-exempt employees at
15 Defendants' facilities in Los Angeles County (collectively the "aggrieved employees.")

16 44. Defendants employed Plaintiff and Plaintiff had one or more of the alleged
17 violations committed against him. Therefore, Plaintiff is an aggrieved employee under PAGA.
18 As such Plaintiff is properly suited to represent the interests of the other aggrieved employees in
19 this PAGA representative action.

20 45. Plaintiff seeks to recover civil penalties for, including underpaid wages pursuant
21 to labor code sections 558 and 1197.1, on behalf of himself and other aggrieved employees for
22 Defendants' violations of the Labor Code, including violations of Labor code sections 98.6, 201,
23 202, 204, 210, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1102.5, 1174(d),
24 1197, 1198, 1199, 2751, and 2802.

25 46. For all provisions of the Labor Code for which a civil penalty is not specifically
26 provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
27 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
28 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent

1 violation.

2 47. Defendants violated Labor Code sections 226(a) and 1198 by failing to include
3 unpaid minimum, regular and overtime wages on Plaintiff's and aggrieved employees' wage
4 statements as required by law. Pursuant to Labor Code section 2699(f) Defendants are subject to
5 a civil penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for
6 the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay
7 period for each subsequent violation.

8 48. Alternatively, Labor Code section 226.3 provides for a civil penalty in the amount
9 of \$250 per violation in an initial citation and \$1,000 for each violation in a subsequent citation
10 for which the employer fails to provide the employee an accurate wage statement or fails to keep
11 the records required in subdivision (a) of section 226.

12 49. Labor Code section 1174.6 provided for a civil penalty of \$500.00 for any person
13 employing labor who willfully fails to maintain accurate and complete records required by
14 subdivision (d) of section 1174.

15 50. Defendants are and were Plaintiff's and aggrieved employees' employers or other
16 persons acting either individually or as an officer, agent, or employee of another person, who
17 pays or causes to be paid to any employee a wage less than the minimum wage fixed by an order
18 of the commission, and as such, are subject to civil penalties for each underpaid employee,
19 pursuant to Labor Code section 1197.1.

20 51. Labor Code section 1197.1 imposes upon Defendants for each initial violation of
21 Labor Code 1197 by paying or causing an employee to be paid less than the minimum wage, a
22 civil penalty of \$100 for each underpaid employee for each pay period for which the employee is
23 underpaid and a civil penalty of \$250 per underpaid employee for each pay period for each
24 subsequent violation. The civil penalty is in addition to an amount sufficient to recover the
25 underpaid wages, as well as liquidated damages pursuant to Labor Code section 1194.2, and any
26 applicable penalties imposed pursuant to Labor Code section 203, which shall be paid directly to
27 each affected employee.

28 52. Defendants are and were Plaintiff's and other aggrieved employees' employers, or

1 persons acting on their behalf, within the meaning of Labor Code section 558, who violated or
2 caused to be violated, a section of Part 2, Ch. 1 of the Labor code or any provision regulating
3 hours and days of work in any IWC Wage Order and as such are subject to civil penalties for
4 each underpaid employee as set forth in Labor Code section 558.

5 53. Pursuant to Labor Code section 558, Defendants are subject to a civil penalty of
6 \$50 for each initial violation of Labor Code sections 510 and 512, for each aggrieved employee,
7 for each pay period for which the aggrieved employee was not provided with a timely
8 uninterrupted 30 minute meal period and all overtime wages for all hours worked, as alleged
9 herein. Furthermore, labor code section 558 imposes upon Defendants a civil penalty of \$100 for
10 each subsequent violation of Labor Code sections 510 and 512 for each aggrieved employee for
11 each pay period the aggrieved employee was not provided with a timely uninterrupted 30 minute
12 meal period and all overtime wages for all hours worked, as alleged herein. The civil penalty
13 recoverable under section 558 is in addition to an amount sufficient to recover the unpaid meal
14 premiums and overtime wages, which shall be paid directly to each affected employee.

15 54. Labor Code section 558 also imposes upon Defendants for each initial violation of
16 the hours and days of work section of the applicable IWC Wage Order a civil penalty of \$50 for
17 each pay period for which the aggrieved employee was not provided with a paid, uninterrupted
18 10 minute rest period, as alleged herein. Furthermore, Labor Code section 558 also imposes upon
19 Defendants for each subsequent violation of the hours and days of work section of the applicable
20 IWC Wage Order a civil penalty of \$100 for each pay period for which the aggrieved employee
21 was not provided with a paid, uninterrupted 10 minute rest period, as alleged herein. As set forth
22 in and *Thurman v Bayshore Transit Management, Inc.*, 203 Cal.App4th 1112 (2012) the hours
23 and days of work section of the applicable IWC Wage Order also cover failure to provide rest
24 periods and Plaintiff may therefore recover civil penalties, including the unpaid wages, under
25 Labor Code section 558 for each such violation.

26 55. Defendants violated Labor Code sections 98.6 and 1102.5 by retaliating against
27 Plaintiff and wrongfully terminating him for exercising his rights under the Labor Code by
28 complaining about the aforesaid violations. Thus, under labor Code section 2699(f)(2)

1 Defendants are subject to a civil penalty of \$100 for each aggrieved employee for the initial
2 violation of Labor Code section 98.6 and a civil penalty of \$100 for each aggrieved employee for
3 the initial violation of Labor Code section 1102.5. Defendants are subject to a civil penalty of
4 \$200 for each subsequent violation of Labor Code sections 98.6 and 1102.5.

5 56. In addition to the other remedies available, pursuant to labor Code section
6 98.6(a)(3), Defendants are subject to a civil penalty not to exceed \$10,000 per aggrieved
7 employee for each violation of Labor code section 98.6, to be awarded to the employee or
8 employees who suffered the violation

9 57. Furthermore, in addition to the other penalties, under labor Code section 1102.5(f)
10 Defendants are subject to a civil penalty not to exceed \$10,000 for each violation of Labor Code
11 section 1102.5.

12 58. Plaintiff is also entitled to attorney's fees and costs herein for bringing this action.

13 59. Plaintiff seeks to recover civil penalties on behalf of himself and other aggrieved
14 employees for Defendants' violations of the Labor Code, including violations of Labor code
15 sections 98.6, 201, 202, 204, 221, 223, 226(a), 226.7, 227.3, 246, 510, 512, 558, 1102.5, 1174(d),
16 1197, 1198, 1199, 2751, and 2802 pursuant to Labor Code section 2698 et seq.. The exact
17 amount of the applicable penalties in an amount according to proof at trial but in an amount
18 exceeding the minimum jurisdictional limitations of this court

19 **PRAYER FOR RELIEF**

20 Wherefore, Plaintiff prays for judgment against Defendants as follows:

21 a) For reasonable attorney's fees and costs of suit to the extent permitted by law,
22 including pursuant to Labor Code sections 2699, et seq.

23 b) For civil penalties to the extent permitted by law pursuant to the Labor Code
24 under PAGA;

25 c) For civil penalties for each initial and subsequent violation for each underpaid
26 employee for each pay period for which the employee was underpaid, in addition to an amount
27 sufficient to recover the underpaid wages pursuant to Labor code section 558, and pursuant to
28 Labor Code section 1197.1, in addition to an amount sufficient to recover the underpaid wages,

1 as well as liquidated damages pursuant to Labor Code section 1194.2, and any applicable
2 penalties imposed pursuant to Labor Code section 203.

3 d) For such other relief as the court deems just and proper.

4
5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby demands a trial by jury of all issues so triable.

7 Dated: April 19, 2021

JOEL GLASER, APC

8
9
10 By: 

Joel Glaser, Esq.
Attorneys for Plaintiff
SAM KIMM

EXHIBIT 1



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

F079454**FILED**

In the office of the Secretary of State
of the State of California

AUG-07 2014**1. CORPORATE NAME**

CALOP BUSINESS SYSTEMS, INC.

2. CALIFORNIA CORPORATE NUMBER

C1803655

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 17**.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5250 W. CENTURY BLVD., STE 614, LOS ANGELES, CA 90045			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
5250 W. CENTURY BLVD., STE 614, LOS ANGELES, CA 90045			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
ROBERT Y. LEE, CPA 3255 WILSHIRE BLVD., STE 1730, LOS ANGELES, CA 90010			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
YOUNG K CHONG	1134 GARLAND WAY, CORONA, CA 92879			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
CONNIE CHONG	1234 WILSHIRE BLVD., #539, LOS ANGELES, CA 90017			
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
YOUNG K CHONG	1134 GARLAND WAY, CORONA, CA 92879			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
CONNIE CHONG	1234 WILSHIRE BLVD., #539, LOS ANGELES, CA 90017			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
YOUNG K CHONG	1134 GARLAND WAY, CORONA, CA 92879			
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]
YOUNG K CHONG

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1134 GARLAND WAY, CORONA, CA 92879			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
AEROGROUND HANDLING SERVICE

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

08/07/2014	YOUNG K CHONG	PRESIDENT	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

EXHIBIT 2

March 6, 2020

California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

VIA U.S. CERTIFIED MAIL TO:

Calop Business Systems, Inc. dba Calop Aeroground Services
3255 Wilshire Blvd., Suite 1730
Los Angeles CA 90010

Re: Samuel Kimm adv. Calop Business Systems, Inc.

To Whom It May Concern:

The purpose of this correspondence is to inform you that pursuant to the California Labor Code Private Attorney General Act of 2004 ("the Act") (Cal. Labor Code §2698 et. seq.), Mr. Samuel Kimm, on behalf of himself and all other current and former employees of Calop Business Systems, Inc. dba Calop Aeroground Services (hereinafter "CALOP") intends to invoke the protections of the Act. Additionally, this correspondence will serve to satisfy the notice requirements of the Act.

We represent Mr. Kimm in the above-referenced matter and are giving you notice that we are requesting that the LWDA conduct an investigation into the charges that CALOP violated numerous provisions of the Labor Code. Mr. Kimm began his employment with CALOP in July 2017. Mr. Kimm has been employed by CALOP since 2017 and was classified as an hourly-paid or non-exempt employee paid on an hourly basis. Mr. Kimm worked for CALOP at the Korea Airlines Warehouse at 1661 Harbor Blvd. in Los Angeles providing security and screening packages for contraband, explosives, etc. Mr. Kimm also worked at the terminal at Los Angeles International Airport ("LAX") providing customer service. His position was classified as a screener.

Mr. Kimm typically worked 6 to 7 days a week including Sundays. He was not paid overtime for all hours worked in excess of 40 hours per week. Mr. Kimm provided security while posted at the entrance to the warehouse and/or the exit to the tarmac at LAX and provided security for cargo planes on the tarmac. While at these posts he often covered for other employees on breaks, but he was never allowed to take any rest breaks. Mr. Kimm was not provided uninterrupted timely meal breaks. He would typically work 6-7 hours a shift on Sundays without a meal period. Nor was he compensated for missed meal and rest breaks. To this day, Mr. Kimm has never been provided with a rest break, despite regularly working 7-8 hours per shift and more than 40 hours per week.

More recently, Mr. Kimm has had 30 minutes per shift deducted from his pay for meal breaks, regardless of whether he was permitted to take an actual meal break or whether the meal period was timely.

Mr. Kimm was paid a bifurcated wage of \$14 hr. for labor and \$5.29 hr. for health benefits; for a combined compensation of \$19.52 per hr. However, in calculating sick leave and overtime, Mr. Kimm is only credited at the rate of \$14 hr. for labor rather than the full \$19.52 per hr. representing his total compensation. We are informed and believe CALOP employs a rounding policy that consistently results in underpayment of wages to Mr. Kimm and other similarly situated employees. We are also informed and believe that CALOP paid Mr. Kimm and other similarly situated employees accrued sick pay at an unlawful rate in violation of applicable Wage Orders, including the Living Wage Ordinance (Los Angeles Administrative Code, Division 10, Chapter 1, Article 11, Section 10.37 et seq.).

Mr. Kimm was also required to purchase black shoes for his employment, pay for his own office supplies, and not compensated for the time he was required to spend first obtaining security clearance, a requirement of his employment, or to renew his security clearance. Although these expenses were incurred on behalf of CALOP, Mr. Kimm was not reimbursed for any of these expenses.

As a result of the foregoing CALOP failed to pay Mr. Kimm for all hours worked in violation of Labor Code §200 et. seq.; failed to provide meal periods and rest periods or compensation in lieu thereof in violation of Labor Code §§ 226.7 and 512; failed to pay overtime compensation in violation of Labor Code §510; failed to provide accurate itemized wage statements in violation of Labor Code § 226; failed to reimburse employee business expenses in violation of Labor Code §2802, and failed to produce Mr. Kimm's payroll records and personnel file despite request for each, in violation of Labor Code §§226 (c) and 1198.5. Section 2699.3 (a) applies to the preceding statutory violations. Cal Labor Code § 2699.5.

Further, as a result of these Labor Code violations, CALOP engaged in unlawful competition in violation of Cal. Bus. & Prof. Code §§ 17000, *et seq.*; and, participated in unfair business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.* The foregoing conduct by CALOP allows it to unfairly compete in the California market.

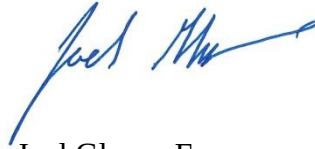
To prevent the above described violations from occurring and to remedy past violations, Mr. Kimm is requesting the LWDA conduct an investigation into CALOP'S employment practices. If the LWDA decides not to conduct an investigation or does not take action within the statutory time period, Mr. Kimm will prosecute the alleged violations and recover all applicable penalties and attorneys' fees and costs payable under the Act.

California Labor & Workforce Development Agency
Calop Business Systems, Inc. dba Calop Aeroground Services
March 6, 2020
Page 2

If you have any questions, please do not hesitate to contact our office.

Best Regards,

JOEL GLASER, A PROFESSIONAL CORPORATION

A handwritten signature in blue ink, appearing to read "Joel Glaser", with a stylized flourish at the end.

Joel Glaser, Esq.

CERTIFIED MAIL

LOS ANGELES



7018 0040 0000 3534 8296

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com[®].

OFFICIAL USE

Certified Mail Fee

\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage

\$.50

Total Postage and Fees

\$ 6.40

Sent To

Calop Business Systems, Inc

Street and Apt. No., or PO Box No.

3255 Wilshire Blvd. Suite 1730

City, State, ZIP+4[®]

LA, CA, 90010

7018 0040 0000 3534 8296

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Calop Business Systems, Inc.
dba Calop Aeroground Services
3255 Wilshire Blvd., Suite 1730
Los Angeles, CA, 90010

2. Article Number

(Transfer from service label)

70180040000035348296

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail®

☐ Priority Mail Express™

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ Collect on Delivery

4. Restricted Delivery? (*Extra Fee*)

☐ Yes

EXHIBIT 3

USPS Tracking[®]

[FAQs >](#)

[Track Another Package +](#)

Tracking Number: 70180040000035348296

[Remove X](#)

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit

March 17, 2020
In Transit to Next Facility

Feedback

Text & Email Updates



Tracking History



March 17, 2020

In Transit to Next Facility

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

March 13, 2020, 11:37 pm

Departed USPS Regional Facility

LOS ANGELES CA DISTRIBUTION CENTER

March 13, 2020, 8:37 am

Arrived at USPS Regional Facility

LOS ANGELES CA DISTRIBUTION CENTER

March 11, 2020, 8:10 am

Arrived at USPS Facility
PASADENA, CA 91109

March 9, 2020, 12:14 pm

Refused
LOS ANGELES, CA 90005

March 8, 2020, 6:11 am

Departed USPS Regional Facility
LOS ANGELES CA DISTRIBUTION CENTER

March 6, 2020, 6:09 pm

Arrived at USPS Regional Facility
LOS ANGELES CA DISTRIBUTION CENTER

Feedback

Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

EXHIBIT 4

JOEL GLASER, APC

11500 West Olympic Boulevard, Suite 400
Los Angeles, California 90064

Handwritten signature

7018 004

8296

3534

8296

Calop Business Systems, Inc.
dba Calop Aeroground Serv
3255 Wilshire B
Los Angeles CA

NIXIE

ANK

9006421525
90010-144630

CERTIFIED MAIL

USPS
\$6.90 0
US POSTAGE
FIRST-CLASS
06250007352414
90064



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 4.50

Total Postage and Fees

\$ 6.40

Sent To

Calop Business Systems, Inc.

Street and Apt. No., or PO Box No.

3255 Wilshire Blvd Suite 1730

City, State ZIP+4®

LA, CA 90010

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

EXHIBIT 5

Joel Glaser, Esq. (SBN: 194442)
JOEL GLASER, APC
11500 W. Olympic Blvd., Suite 400
Los Angeles, CA 90064
Telephone: (310) 943-8005
Facsimile: (310) 295-1831
joel@glaserlaw.org

Darren Le Montree, Esq. (SBN 198715)
DBL LAW GROUP
21550 Oxnard St., Suite 300
Woodland Hills, California 91367
Tel: (818) 274-3080 | Fax: (818) 450-0806
dlemontree@dbllawgroup.com

Attorneys for Plaintiff
SAM KIMM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES: CENTRAL DISTRICT

SAM KIMM, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

CALOP BUSINESS SYSTEMS, INC. dba
CALOP AEROGROUND SERVICES, a
California corporation; and DOES 1 through
100, Inclusive,

Defendants.

CASE NO. 20STCV22191

NOTICE OF ERRATA TO COMPLAINT

Action filed: June 11, 2020
Trial date: Not set

TO: THE COURT, DEFENDANTS AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE, the Attached Exhibit A was inadvertently omitted from
Plaintiff's complaint

Dated: October 19, 2020

JOEL GLASER, APC

By: 

Joel Glaser, Esq.
Attorneys for Plaintiff
SAM KIMM

EXHIBIT A

March 6, 2020

California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

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3255 Wilshire Blvd., Suite 1730
Los Angeles CA 90010

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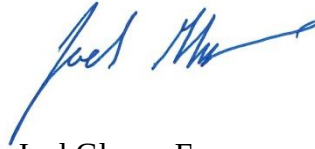
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California Labor & Workforce Development Agency
Calop Business Systems, Inc. dba Calop Aeroground Services
March 6, 2020
Page 2

If you have any questions, please do not hesitate to contact our office.

Best Regards,

JOEL GLASER, A PROFESSIONAL CORPORATION

A handwritten signature in blue ink, appearing to read "Joel Glaser", with a stylized flourish at the end.

Joel Glaser, Esq.

**PROOF OF SERVICE
CCP §1013a**

I am a resident of the United States and employed in the County of Los Angeles, State of California. I am over the age of 18. My business address is 11500 West Olympic Boulevard, Suite 400, Los Angeles, CA 90064. On the date this declaration is dated, I served the following document(s) described as follows:

NOTICE OF ERRATA TO COMPLAINT; upon:

Juan Hong, A Law Corp. Law Office of Juan Hong 4199 Campus Drive, Suite 550 Irvine, CA 92612 Tel: (949)509 6505 Fax: (949)335 6647 jhong48@gmail.com	Darren Le Montree, Esq. DBL LAW GROUP 21550 Oxnard St., Suite 300 Woodland Hills, California 91367 Tel: (818) 274-3080 Fax: (818) 450-0806 dlemontree@dbllawgroup.com
--	--

☒ **BY FIRST CLASS MAIL** (C.C.P. §§1013a, et seq.): I caused said document(s) to be deposited in the United States Mail: in a sealed envelope with postage fully prepaid at Los Angeles, California, following the ordinary practice of collection and processing of mail.

☐ **BY HAND DELIVERY/PERSONAL SERVICE** (C.C.P. §§1101, et seq.): I caused said document(s) to be personally delivered by courier to each address.

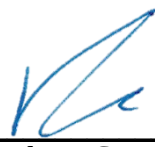
☐ **BY TELECOPY/FACSIMILE** (C.C.P. §§1013e et seq.): I caused said document(s) to be telecopied to each addressee's telecopier ("Fax" number) at which a party or other person has authorized facsimile service.

☐ **BY EXPRESS MAIL** (C.C.P. §§1013c, d et seq.): I caused said document(s) to be deposited with an express service carrier in a sealed envelope designed by the carrier as an express mail envelope, with fees and postage prepaid.

☒ **BY ELECTRONIC MAIL** (C.C.P. §§1013g and 1010.6, et seq.): I caused said document(s) to be transmitted by electronic means to the electronic service address at or through which a party or other person has authorized electronic service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed October 29, 2020 at Los Angeles, California.



Valerie Guzman

EXHIBIT 6

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMITED EMPL...



FAQs >

Track Another Package +

Tracking Number: 70201810000081983895

Remove X

Your item was delivered to the front desk, reception area, or mail room at 10:14 am on November 2, 2020 in IRVINE, CA 92612.

Delivered

November 2, 2020 at 10:14 am
Delivered, Front Desk/Reception/Mail Room
IRVINE, CA 92612

Get Updates ▾

Feedback

Text & Email Updates



Tracking History



November 2, 2020, 10:14 am
Delivered, Front Desk/Reception/Mail Room
IRVINE, CA 92612

Your item was delivered to the front desk, reception area, or mail room at 10:14 am on November 2, 2020 in IRVINE, CA 92612.

November 1, 2020
In Transit to Next Facility

October 31, 2020, 9:57 pm
Departed USPS Regional Facility
ANAHEIM CA DISTRIBUTION CENTER

October 31, 2020, 8:41 am
Arrived at USPS Regional Facility
ANAHEIM CA DISTRIBUTION CENTER

October 30, 2020, 10:22 pm
Arrived at USPS Regional Origin Facility
LOS ANGELES CA DISTRIBUTION CENTER

October 30, 2020, 10:54 am
USPS in possession of item
LOS ANGELES, CA 90064

Product Information



Feedback

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

EXHIBIT 7

Valerie Guzman

From: juan hong <jhong48@gmail.com> on behalf of juan hong
Sent: Thursday, October 29, 2020 12:57 PM
To: Valerie Guzman; Juan Hong
Cc: dlemontree@dbllawgroup.com; Joel Glaser
Subject: Re: Kimm v Calop Business Systems, Inc.

Mr. Joel Glaser
Mr. Darren Le Montree
Ms. Valerie Guzman

Thank you. I received a copy of the Notice of Errata. I do not find a copy of Proof of Mailing. Would you send me a copy of the receipt for certified mail with tracking number dated March 6, 2020? KIMM's complaint says that Exhibit include Proof of Mailing.

"38. d) On March 6, 2020, Plaintiff satisfied the procedural requirements of section 2699.3 by serving the LWDA and Defendant CALOP via certified Mail with his notice for wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct copy of **Plaintiff's notice and proof of mailing** is attached as Exhibit A. Plaintiff also satisfied the procedural requirements of section 2699.3 by serving the LWDA electronically on March 6, 2020 and thereafter obtained LWDA Case No. LWDA-CM-779360-20."

Thank you.

Sent from my iPhone

On Oct 29, 2020, at 12:25 PM, Valerie Guzman <valerie@glaserlaw.org> wrote:

Juan Hong, A Law Corp.
Law Office of Juan Hong
4199 Campus Drive, Suite 550
Irvine, CA 92612
Tel: (949)509 6505 | Fax: (949)335 6647
jhong48@gmail.com

Darren Le Montree, Esq.
DBL LAW GROUP
21550 Oxnard St., Suite 300
Woodland Hills, California 91367
Tel: (818) 274-3080 | Fax: (818) 450-0806
dlemontree@dbllawgroup.com

Dear Counselors:

Please find attached, a Notice of Errata to Complaint.

Regards,

Valerie Guzman, Legal Assistant to Joel Glaser
Joel Glaser APC

Telephone | [\(310\) 943-8005](tel:(310)943-8005)

Fax | [\(310\) 295-1831](tel:(310)295-1831)

Email | valerie@glaserlaw.org

Website | www.glaserlaw.org

Address | 11500 W. Olympic Boulevard, Suite 400, Los Angeles, CA 90064

LOS ANGELES - ORANGE COUNTY – SAN DIEGO

<NOTICE OF ERRATA TO COMPLAINT with Exb A + POS.pdf>

**PROOF OF SERVICE
CCP §1013a**

I am a resident of the United States and employed in the County of Los Angeles, State of California. I am over the age of 18. My business address is 11500 West Olympic Boulevard, Suite 400, Los Angeles, CA 90064. On the date this declaration is dated, I served the following document(s) described as follows:

FIRST AMENDED REPRESENTATIVE CLAIM FOR CIVIL PENALTIES FOR VIOLATION OF CALIFORNIA LABOR CODE PURSUANT TO PAGA, LABOR CODE §§2698, ET SEQ.; upon:

Juan Hong, A Law Corp. Law Office of Juan Hong 4199 Campus Dr., Ste. 550 Irvine, CA 92612 Tel: (949)509 6505 Fax: (949)335 6647 jhong48@gmail.com	
---	--

— BY FIRST CLASS MAIL (C.C.P. §§1013a, et seq.): I caused said document(s) to be deposited in the United States Mail: in a sealed envelope with postage fully prepaid at Los Angeles, California, following the ordinary practice of collection and processing of mail.

— BY HAND DELIVERY/PERSONAL SERVICE (C.C.P. §§1101, et seq.): I caused said document(s) to be personally delivered by courier to each address.

— BY TELECOPY/FACSIMILE (C.C.P. §§1013e et seq.): I caused said document(s) to be telecopied to each addressee's telecopier ("Fax" number) at which a party or other person has authorized facsimile service.

— BY EXPRESS MAIL (C.C.P. §§1013c, d et seq.): I caused said document(s) to be deposited with an express service carrier in a sealed envelope designed by the carrier as an express mail envelope, with fees and postage prepaid.

XX BY ELECTRONIC MAIL (C.C.P. §§1013g and 1010.6, et seq.): I caused said document(s) to be transmitted by electronic means to the electronic service address at or through which a party or other person has authorized electronic service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed April 19, 2021 at Los Angeles, California.



Valerie Guzman