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FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

MAR 09 2022

By ANGELINE GARCIA
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Attorneys for Plaintiff Aharon Spry

[Co-counsel on Subsequent Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN BERNARDINO**

AHARON SPRY and CHRISTOPHER
 CARRILLO, individually, on behalf of other
 members of the general public similarly
 situated, and on behalf of aggrieved
 employees pursuant to the Private Attorneys
 General Act of 2004 ("PAGA");

Plaintiffs,

v.

PRIME LUBE, INC., a New Jersey
 corporation; BLUE SKY GOLDEN STATE
 LLC, a Delaware limited liability company;
 and DOES 1 through 100, inclusive;

Defendants.

Case No.: CIVDS2018738

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code § 17200, *et seq.*

DEMAND FOR JURY TRIAL

By Fax

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Attorneys for Plaintiff Christopher Carrillo

1 COME NOW, Plaintiff AHARON SPRY (“Plaintiff Spry”) and Plaintiff
2 CHRISTOPHER CARRILLO (“Plaintiff Carrillo”) (collectively, “Plaintiffs”), individually, on
3 behalf of other members of the general public similarly situated, and on behalf of aggrieved
4 employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”) and allege as
5 follows:

6 **JURISDICTION AND VENUE**

7 1. This class action is brought pursuant to the California Code of Civil Procedure
8 section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal
9 jurisdiction limits of the Superior Court and will be established according to proof at trial. The
10 “amount in controversy” for the named Plaintiffs, including claims for compensatory damages,
11 restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than
12 seventy-five thousand dollars (\$75,000).

13 2. This Court has jurisdiction over this action pursuant to the California
14 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all
15 other causes” except those given by statute to other courts. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction.

17 3. This Court has jurisdiction over Defendants because, upon information and
18 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
19 or otherwise intentionally avail themselves of the California market so as to render the exercise
20 of jurisdiction over them by the California courts consistent with traditional notions of fair play
21 and substantial justice.

22 4. Venue is proper in this Court because, upon information and belief, Defendants
23 maintain offices, have agents, and/or transact business in the State of California, including the
24 County of San Bernardino. The majority of the acts and omissions alleged herein relating to
25 Plaintiffs took place in the State of California. Defendants employed Plaintiffs within the State
26 of California, County of San Bernardino.

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PARTIES

5. Plaintiff AHARON SPRY is an individual residing in the State of California, County of San Bernardino. Plaintiff CHRISTOPHER CARRILLO is an individual residing in the State of California, County of Riverside.

6. Defendant PRIME LUBE, INC., at all times herein mentioned, was and is, upon information and belief, a New Jersey corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino. Defendant BLUE SKY GOLDEN STATE, LLC, at all times herein mentioned, was and is, upon information and belief, a Delaware limited liability company, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

7. At all relevant times, Defendants PRIME LUBE, INC. and BLUE SKY GOLDEN STATE, LLC were the “employers” of Plaintiffs within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.

1 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
2 capacities when the same have been ascertained.

3 10. Defendants PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and
4 DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

5 11. Plaintiffs further allege that Defendants directly or indirectly controlled or
6 affected the working conditions, wages, working hours, and conditions of employment of
7 Plaintiffs and the other class members so as to make each of said Defendants employers and
8 employers liable under the statutory provisions set forth herein.

9 **CLASS ACTION ALLEGATIONS**

10 12. Plaintiffs bring this action individually and on behalf of all other members of
11 the general public similarly situated, and, thus, seek class certification under Code of Civil
12 Procedure section 382.

13 13. The proposed class is defined as follows:

14 All current and former hourly non-exempt employees who worked at least one
15 pay period for Defendants in California at any time during the period from
16 September 9, 2016, to February 10, 2022, or through preliminary approval,
17 whichever occurs first.

18 14. Plaintiffs reserve the right to establish subclasses as appropriate.

19 15. The class is ascertainable and there is a well-defined community of interest in
20 the litigation:

21 a. Numerosity: The class members are so numerous that joinder of all class
22 members is impracticable. The membership of the entire class is
23 unknown to Plaintiffs at this time; however, the class is estimated to be
24 greater than fifty (50) individuals and the identity of such membership is
25 readily ascertainable by inspection of Defendants’ employment records.

26 b. Typicality: Plaintiffs’ claims are typical of all other class members’
27 claims as demonstrated herein. Plaintiffs will fairly and adequately
28 protect the interests of the other class members with whom they have a

well-defined community of interest.

- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants failed to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed

- meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants properly calculated the regular rate for Plaintiffs and the other class members who worked overtime and earned incentive pay;
- e. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code, including, inter alia, section 226;
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to

compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. During the relevant time period set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California.

18. Defendants, jointly and severally, employed Plaintiff AHARON SPRY as an hourly-paid employee in 2020 in the State of California, County of San Bernardino.

19. Defendants, jointly and severally, employed Plaintiff CHRISTOPHER CARRILLO as an hourly-paid employee from 2019 to 2020 in the State of California.

20. Defendants had the authority to hire and terminate Plaintiffs and other class members; to set work rules and conditions governing Plaintiffs' and other class members' employment; and to supervise their daily employment activities.

21. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs and other class members' employment for them to be joint employers of Plaintiffs and the other class members.

22. Defendants directly hired and paid wages and benefits to Plaintiffs and other class members.

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

24. Plaintiffs and other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

25. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, inter alia, failing to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and other class members were entitled to receive certain wages for overtime compensation and that Plaintiffs and other class members were not

1 receiving wages for overtime compensation.

2 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 failed to provide Plaintiffs and other class members the required rest and meal periods during
4 the relevant time period as required under the Industrial Welfare Commission Wage Orders
5 and thus they are entitled to any and all applicable penalties.

6 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and other class members were entitled to receive all
8 timely and complete meal periods or payment of one additional hour of pay at Plaintiffs' and
9 the other class members' regular rates of pay when a meal period was missed, late or
10 interrupted, and that Plaintiffs and other class members did not receive all timely and proper
11 meal periods or payment of one additional hour of pay at their regular rates of pay when a meal
12 period was missed.

13 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and other class members were entitled to receive all
15 timely rest periods without interruption or payment of one additional hour of pay at Plaintiffs'
16 and the other class members' regular rates of pay when a rest period was missed, late or
17 interrupted, and that Plaintiffs and other class members did not receive all rest periods or
18 payment of one additional hour of pay at their regular rates of pay when a rest period was
19 missed.

20 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that Plaintiffs and other class members were entitled to receive at
22 least minimum wages for compensation and that Plaintiffs and other class members were not
23 receiving at least minimum wages for all hours worked.

24 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and other class members were entitled to receive the
26 wages owed to them upon discharge or resignation, including overtime and minimum wages
27 and meal and rest period premiums, and that Plaintiffs and other class members did not, in fact,
28 receive such wages owed to them at the time of their discharge or resignation.

1 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact,
4 Plaintiffs and other class members did not receive complete and accurate wage statements from
5 Defendants. The deficiencies included, inter alia, the failure to include the total number of
6 hours worked by Plaintiffs and other class members.

7 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

10 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Defendants had to keep complete and accurate payroll records
12 for Plaintiffs and other class members in accordance with California law, but, in fact, did not
13 keep complete and accurate payroll records for Plaintiffs and other class members.

14 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiffs and other class
16 members pursuant to California law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
18 represented to Plaintiffs and other class members that they were properly denied wages, all in
19 order to increase Defendants' profits.

20 36. As a pattern and practice, during the relevant time period set forth herein,
21 Defendants failed to pay overtime wages to Plaintiffs and other class members for all hours
22 worked. Plaintiffs and other class members were required to work more than eight (8) hours
23 per day and/or forty (40) hours per week without overtime compensation.

24 37. As a pattern and practice, during the relevant time period set forth herein,
25 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
26 Plaintiffs and other class members.

27 38. As a pattern and practice, during the relevant time period set forth herein,
28 Defendants failed to pay Plaintiffs and other class members at least minimum wages for all

1 hours worked.

2 39. As a pattern and practice, during the relevant time period set forth herein,
3 Defendants failed to pay Plaintiffs and other class members the wages owed to them upon
4 discharge or resignation.

5 40. As a pattern and practice, during the relevant time period set forth herein,
6 Defendants failed to provide complete or accurate wage statements to Plaintiffs and other class
7 members.

8 41. As a pattern and practice, during the relevant time period set forth herein,
9 Defendants failed to keep complete or accurate payroll records for Plaintiffs and other class
10 members.

11 42. As a pattern and practice, during the relevant time period set forth herein,
12 Defendants failed to properly compensate Plaintiffs and other class members pursuant to
13 California law in order to increase Defendants' profits.

14 43. California Labor Code section 218 states that nothing in Article 1 of the Labor
15 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
16 due to him [or her] under this article."

17 **FIRST CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 510 and 1198)**

19 **(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1**
20 **through 100)**

21 44. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
22 through 43, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 45. California Labor Code section 1198 and the applicable Industrial Welfare
25 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
26 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
27 rate of pay, depending on the number of hours worked by the person on a daily or weekly
28 basis.

1 46. Specifically, the applicable IWC Wage Order provides that Defendants are and
2 were required to pay Plaintiffs and other class members employed by Defendants, who
3 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
4 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
5 than forty (40) hours in a workweek.

6 47. The applicable IWC Wage Order further provides that Defendants are and were
7 required to pay Plaintiffs and other class members overtime compensation at a rate of two
8 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

9 48. California Labor Code section 510 codifies the right to overtime compensation
10 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
11 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
12 of work, and overtime compensation at twice the regular hourly rate for hours worked in
13 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
14 of work.

15 49. During the relevant time period set forth herein, Plaintiffs and other class
16 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
17 week.

18 50. As a pattern and practice, during the relevant time period set forth herein,
19 Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and
20 other class members (but not all).

21 51. Defendants' pattern and practice of failing to pay Plaintiffs and other class
22 members the unpaid balance of overtime compensation, as required by California laws,
23 violates the provisions of California Labor Code sections 510 and 1198, and is therefore
24 unlawful.

25 52. Pursuant to California Labor Code section 1194, Plaintiffs and other class
26 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
27 attorneys' fees.

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1 **SECOND CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 226.7 and 512(a))**

3 **(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1**
4 **through 100)**

5 53. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 52, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 54. During the relevant time period set forth herein, the IWC Order and California
9 Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and other class members'
10 employment by Defendants.

11 55. During the relevant time period set forth herein, California Labor Code section
12 226.7 provides that no employer shall require an employee to work during any meal or rest
13 period mandated by an applicable order of the California IWC.

14 56. During the relevant time period set forth herein, the applicable IWC Wage
15 Order and California Labor Code section 512(a) provide that an employer may not require,
16 cause or permit an employee to work for a work period of more than five (5) hours per day
17 without providing the employee with a meal period of not less than thirty (30) minutes, except
18 that if the total work period per day of the employee is no more than six (6) hours, the meal
19 period may be waived by mutual consent of both the employer and employee.

20 57. During the relevant time period set forth herein, the applicable IWC Wage
21 Order and California Labor Code section 512(a) further provide that an employer may not
22 require, cause, or permit an employee to work for a work period of more than ten (10) hours
23 per day without providing the employee with a second uninterrupted meal period of not less
24 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)
25 hours, the second meal period may be waived by mutual consent of the employer and the
26 employee only if the first meal period was not waived.

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1 58. As a pattern and practice, during the relevant time period set forth herein,
2 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
3 time no longer than six (6) hours, and who did not waive their legally-mandated meal periods
4 by mutual consent, were required to work for periods longer than five (5) hours without an
5 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

6 59. As a pattern and practice, during the relevant time period set forth herein,
7 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
8 time no longer than twelve (12) hours, and who did not waive their legally-mandated meal
9 periods by mutual consent, were required to work for periods longer than ten (10) hours
10 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
11 period.

12 60. As a pattern and practice, during the relevant time period set forth herein,
13 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
14 time in excess of six (6) hours were required to work for periods longer than five (5) hours
15 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
16 period.

17 61. As a pattern and practice, during the relevant time period set forth herein,
18 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
19 time in excess of twelve (12) hours were required to work for periods longer than ten (10)
20 hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without
21 a rest period.

22 62. As a pattern and practice, during the relevant time period set forth herein,
23 Defendants intentionally and willfully required Plaintiffs and other class members (but not all)
24 to work during meal periods and failed to compensate Plaintiffs and the other class members
25 (but not all) the full meal period premium for work performed during meal periods.

26 63. As a pattern and practice, during the relevant time period set forth herein,
27 Defendants failed to pay Plaintiffs and other class members (but not all) the full meal period
28 premium due pursuant to California Labor Code section 226.7.

64. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

65. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular rates of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1 through 100)

66. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

67. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and other class members' employment by Defendants.

68. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

69. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

70. As a pattern and practice, during the relevant time period set forth herein, Defendants required Plaintiffs and other class members (but not all) to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour

1 period worked.

2 71. As a pattern and practice, during the relevant time period set forth herein,
3 Defendants willfully required Plaintiffs and other class members (but not all) to work during
4 rest periods and failed to pay Plaintiffs and the other class members the full rest period
5 premium for work performed during rest periods.

6 72. As a pattern and practice, during the relevant time period set forth herein,
7 Defendants failed to pay Plaintiffs and the other class members (but not all) the full rest period
8 premium due pursuant to California Labor Code section 226.7

9 73. Defendants' conduct violates applicable IWC Wage Orders and California
10 Labor Code section 226.7.

11 74. Pursuant to the applicable IWC Wage Orders and California Labor Code section
12 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
13 additional hour of pay at the employees' regular hourly rates of compensation for each
14 workday that the rest period was not provided.

15 **FOURTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 1194 and 1197)**

17 **(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1**
18 **through 100)**

19 75. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
20 through 74 and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 76. During the relevant time period set forth herein, California Labor Code sections
23 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a
24 lesser wage than the minimum so fixed, is unlawful.

25 77. As a pattern and practice, during the relevant time period set forth herein,
26 Defendants failed to pay minimum wages to Plaintiffs and other class members (but not all) as
27 required, pursuant to California Labor Code sections 1194 and 1197.

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78. Defendants' failure to pay Plaintiffs and other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

79. Pursuant to California Labor Code section 1194.2, Plaintiffs and other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1 through 100)

80. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 79, and each and every part thereof with the same force and effect as though fully set forth herein.

81. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

82. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and other class members (but not all) who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

83. Defendants' pattern and practice of failing to pay Plaintiffs and other class members who are no longer employed by Defendants their wages, earned and unpaid, within

seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

84. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

85. Plaintiffs and other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1 through 100)

86. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 85, and each and every part thereof with the same force and effect as though fully set forth herein.

87. During the relevant time period set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions

1 shall be kept on file by the employer for at least three years at the place of employment or at a
2 central location within the State of California.

3 88. As a pattern and practice, Defendants have intentionally and willfully failed to
4 provide Plaintiffs and other class members (but not all) with complete and accurate wage
5 statements. The deficiencies include but are not limited to: the failure to include the total
6 number of hours worked by Plaintiffs and other class members.

7 89. As a result of Defendants' violation of California Labor Code section 226(a),
8 Plaintiffs and other class members have suffered injury and damage to their statutorily
9 protected rights.

10 90. More specifically, Plaintiffs and other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because
12 they were denied both their legal right to receive, and their protected interest in receiving,
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

14 91. Plaintiffs and other class members are entitled to recover from Defendants the
15 greater of their actual damages caused by Defendants' failure to comply with California Labor
16 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
17 employee.

18 92. Plaintiffs and other class members are also entitled to injunctive relief to ensure
19 compliance with this section, pursuant to California Labor Code section 226(g).

20 **SEVENTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 2800 and 2802)**

22 **(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1**
23 **through 100)**

24 93. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 92, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 94. Pursuant to California Labor Code sections 2800 and 2802, an employer must
28 reimburse its employee for all necessary expenditures incurred by the employee in direct

1 consequence of the discharge of his or her job duties or in direct consequence of his or her
2 obedience to the directions of the employer.

3 95. Defendants have intentionally and willfully failed to reimburse Plaintiffs and
4 other class members (but not all) for all necessary business-related expenses and costs. Plaintiffs
5 and other class members are entitled to recover from Defendants their business-related expenses
6 and costs incurred during the course and scope of their employment, plus interest accrued from
7 the date on which the employee incurred the necessary expenditures at the same rate as
8 judgments in civil actions in the State of California.

9 **EIGHTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 2698, *et seq.* (“PAGA”))**

11 **(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1**
12 **through 100)**

13 96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
14 through 95, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 97. PAGA expressly establishes that any provision of the California Labor Code
17 which provides for a civil penalty to be assessed and collected by the California Labor and
18 Workforce Development Agency (“LWDA”), or any of its departments, divisions,
19 commissions, boards, agencies, or employees for a violation of the California Labor Code, may
20 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
21 herself, and other current or former employees.

22 98. On May 23, 2018, the Court of Appeal published its decision in the case *Huff v.*
23 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, clarifying that an employee
24 who brings a representative action and who was affected by at least one of the violations
25 alleged in the complaint has standing to pursue penalties on behalf of the state not only for that
26 violation, but also for violations affecting other employees and can recover penalties.

27 99. On July 31, 2020, Plaintiff Spry provided written notice to the California Labor
28 and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of

1 the Labor Code he contends were violated and the theories supporting his contentions. Plaintiff
2 Spry believes that on or about October 5, 2020, the sixty-five (65) days' notice period expired,
3 and the LWDA did not take any action to investigate or prosecute the matter.

4 100. On February 9, 2021, Plaintiff Carrillo also provided written notice to the
5 LWDA and Defendants of the specific provisions of the Labor Code he contends were violated
6 and the theories supporting his contentions. Plaintiff Carrillo believes that on or about April
7 15, 2021, the sixty-five (65) days' notice period expired, and the LWDA did not take any
8 action to investigate or prosecute the matter.

9 101. Plaintiffs and the other non-exempt employees are "aggrieved employees" as
10 defined by California Labor Code section 2699(c) in that they all are or were non-exempt
11 employees who worked at least one pay period for Defendants in California at any time during
12 the period from July 31, 2019, to February 10, 2022, or through the date the Court enters the
13 order granting approval of the PAGA settlement, whichever occurs first, and one or more of
14 the alleged violations was committed against them.

15 **Failure to Pay Minimum and Overtime Wages**

16 102. At all times relevant herein, Defendants were required to compensate their non-
17 exempt employees minimum wages for all hours worked and overtime wages (including
18 double time wages) for all hours worked in excess of eight (8) hours in a day or forty (40)
19 hours in a workweek, pursuant to the mandates of Labor Code sections 510, 1194, 1197, and
20 1198.

21 103. As a pattern and practice, Defendants failed to compensate Plaintiffs and other
22 aggrieved employees for all hours worked, resulting in a failure to pay all minimum wages and
23 overtime wages, where applicable.

24 **Failure to Provide Meal Periods and Rest Breaks**

25 104. At all times relevant herein, Defendants were required to authorize and permit
26 their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or
27 major fraction thereof and were further required to provide their non-exempt employees with a
28 30-minute meal period for every five (5) hours worked, pursuant to the mandates of Labor

Code sections 226.7 and 512.

105. As a pattern and practice, Defendants failed to provide Plaintiffs and other aggrieved employees with legally mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

Failure to Timely Pay Wages During Employment

106. At all times relevant herein, Defendants were required to pay their employees within a specified time period, pursuant to the mandate of Labor Code section 204.

107. As a pattern and practice, Defendants regularly failed to pay Plaintiffs and other aggrieved employees all wages due and owing them within the required time period.

Failure to Timely Pay Wages Upon Termination

108. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment, pursuant to the mandates of Labor Code sections 201 through 204.

109. As a pattern and practice, as a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiffs and other aggrieved former employees their final wages, pursuant to the mandates of Labor Code sections 201 through 204. Accordingly, Defendants owe waiting time penalties pursuant to Labor Code section 203.

Failure to Provide Complete and Accurate Wage Statements

110. At all times relevant herein, Defendants were required to keep *accurate* records regarding their California employees, pursuant to the mandates of Labor Code sections 226 and 1174.

111. As a pattern and practice, as a result of Defendants' various Labor Code violations, Defendants willfully failed to keep accurate records regarding Plaintiffs and other aggrieved employees. Specifically, Defendants willfully failed in their affirmative obligations to keep accurate records regarding Plaintiffs' and other aggrieved employees' gross wages earned, total hours worked, net wages earned, as well as all deductions, all applicable hourly rates, and the number of hours worked at each hourly rate. Defendants thereby failed to provide Plaintiffs and other aggrieved employees with complete and accurate wage statements,

1 pursuant to the mandates of Labor Code section 226(a). Defendants also willfully failed to
2 keep accurate and complete payroll records showing the hours worked daily and the wages
3 paid to Plaintiffs and other aggrieved employees, pursuant to the mandate of Labor Code
4 section 1174(d). Accordingly, Defendants owe penalties pursuant to Labor Code section
5 1174.5.

6 **Failure to Reimburse Business Expenses**

7 112. At all times relevant herein, Defendants were required to reimburse their
8 employees for any and all necessary expenditures or losses incurred by the employees in direct
9 consequences of the discharge or his or her duties, pursuant to the mandates of Labor Code
10 sections 2800 and 2802.

11 113. As a pattern and practice, Defendants regularly failed to reimburse Plaintiffs and
12 other aggrieved employees for all business expenses incurred and owed to them within the
13 required time period.

14 **Penalties**

15 114. Pursuant to California Labor Code section 2699, Plaintiffs, individually and on
16 behalf of other current and former aggrieved employees, request and are entitled to recover
17 from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant,
18 as well as all statutory penalties against Defendants, and each of them, including but not
19 limited to:

- 20 a. Penalties under California Labor Code section 2699 in the amount of a
21 hundred dollars (\$100) for each aggrieved employee per pay period for
22 the initial violation, and two hundred dollars (\$200) for each aggrieved
23 employee per pay period for each subsequent violation;
- 24 b. Penalties under California Code of Regulations Title 8 section 11040 in
25 the amount of fifty dollars (\$50) for each aggrieved employee per pay
26 period for the initial violation, and one hundred dollars (\$100) for each
27 aggrieved employee per pay period for each subsequent violation;
- 28 c. Penalties under California Labor Code section 210 in addition to, and

1 entirely independent and apart from, any other penalty provided in the
2 California Labor Code in the amount of a hundred dollars (\$100) for
3 each aggrieved employee per pay period for the initial violation, and two
4 hundred dollars (\$200) for each aggrieved employee per pay period for
5 each subsequent violation;

6 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial
8 violation, and two hundred fifty dollars (\$250) for each aggrieved
9 employee per pay period for each subsequent violation;

10 e. Wages under California Labor Code section 558 in addition to, and
11 entirely independent and apart from, any other penalty provided in the
12 California Labor Code;

13 f. Any and all additional penalties as provided by the Labor Code and/or
14 other statutes; and

15 g. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194,
16 and 2699, and any other applicable statute.

17 **NINTH CAUSE OF ACTION**

18 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

19 **(Against PRIME LUBE, INC., BLUE SKY GOLDEN STATE, LLC and DOES 1**
20 **through 100)**

21 115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
22 through 114, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 116. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
25 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
26 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
27 interest within the meaning of Code of Civil Procedure section 1021.5.

28 ///

1 117. Defendants' activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business &
3 Professions Code section 17200, *et seq.*

4 118. A violation of California Business & Professions Code section 17200, *et seq.*
5 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
6 pattern and practice of requiring Plaintiffs and other class members work overtime hours
7 without paying them proper compensation violate California Labor Code sections 510 and
8 1198. Additionally, Defendants' pattern and practice of requiring Plaintiffs and other class
9 members, to work through their meal and rest periods without paying them proper
10 compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants'
11 pattern and practice of failing to timely pay wages to Plaintiffs and other class members violate
12 California Labor Code sections 201 and 202. Defendants also violated California Labor Code
13 sections 226(a), 1194, 1197, 2800 and 2802.

14 119. As a result of the herein described violations of California law, Defendants
15 unlawfully gained an unfair advantage over other businesses.

16 120. Plaintiffs and other class members (but not all) have been personally injured by
17 Defendants' unlawful business acts and practices as alleged herein, including but not
18 necessarily limited to the loss of money and/or property.

19 121. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
20 Plaintiffs and other class members are entitled to restitution of the wages withheld and retained
21 by Defendants during a period that commences four years prior to the filing of this Complaint;
22 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and
23 other applicable laws; and an award of costs.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiffs, individually and on behalf of other members of the general public similarly
26 situated, request a trial by jury.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the
3 general public similarly situated, pray for relief and judgment against Defendants, jointly and
4 severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;
7 2. That Plaintiffs be appointed as representatives of the Class;
8 3. That counsel for Plaintiffs be appointed as Class Counsel; and
9 4. That Defendants provide to Class Counsel immediately the names and most
10 current contact information (address, e-mail and telephone numbers) of all class members.

11 **As to the First Cause of Action**

- 12 5. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
14 all overtime wages due to Plaintiffs and other class members (but not all);
15 6. For general unpaid wages at overtime wage rates and such general and special
16 damages as may be appropriate;
17 7. For pre-judgment interest on any unpaid overtime compensation commencing
18 from the date such amounts were due;
19 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Labor Code section 1194; and
21 9. For such other and further relief as the court may deem just and proper.

22 **As to the Second Cause of Action**

- 23 10. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
25 provide all meal periods (including second meal periods) to Plaintiffs and other class members
26 (but not all);
27 11. That the Court make an award to Plaintiffs and the other class members of one
28 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal

period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and other class members (but not all);

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs and other class members (but not all);

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such

1 amounts were due;

2 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194(a);

4 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

5 28. For such other and further relief as the court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 29. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment of Plaintiffs and other class members (but not all) no
10 longer employed by Defendants;

11 30. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 31. For statutory wage penalties pursuant to California Labor Code section 203 for
14 the other class members who have left Defendants' employ;

15 32. For pre-judgment interest on any unpaid compensation from the date such
16 amounts were due; and

17 33. For such other and further relief as the court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 34. That the Court declare, adjudge and decree that Defendants violated the record
20 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
21 as to Plaintiffs and other class members (but not all), and willfully failed to provide accurate
22 itemized wage statements thereto;

23 35. For actual, consequential and incidental losses and damages, according to proof;

24 36. For statutory penalties pursuant to California Labor Code section 226(e);

25 37. For injunctive relief to ensure compliance with this section, pursuant to
26 California Labor Code section 226(g); and

27 38. For such other and further relief as the court may deem just and proper.

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1 **As to the Seventh Cause of Action**

2 39. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and other class
4 members (but not all) for all necessary business-related expenses as required by California
5 Labor Code sections 2800 and 2802;

6 40. For actual, consequential and incidental losses and damages, according to proof;

7 41. For the imposition of civil penalties and/or statutory penalties;

8 42. For punitive damages and/or exemplary damages according to proof at trial;

9 43. For reasonable attorneys' fees and costs of suit incurred herein; and

10 44. For such other and further relief as the court may deem just and proper.

11 **As to the Eighth Cause of Action**

12 45. That the Court declare, adjudge, and decree that Defendants violated Labor
13 Code section 2698, *et seq.*, by failing to pay minimum and overtime wages, failing to provide
14 meal periods and rest breaks, failing to timely pay wages during employment and upon
15 termination, failing to provide complete and accurate wage statements, and failing to reimburse
16 business expenses;

17 46. For civil penalties pursuant to Labor Code section 2699 *et seq.*, for Defendants'
18 violations of Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.3, 226.7, 510, 512(a),
19 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

20 47. For costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194,
21 2699, and any other applicable statute; and

22 48. For such other and further relief that the court may deem just and proper.

23 **As to the Ninth Cause of Action**

24 49. That the Court declare, adjudge and decree that Defendants violated California
25 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and other
26 class members all overtime compensation due to them, failing to provide all meal and rest
27 periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
28 Plaintiffs and the other class members, failing to pay Plaintiffs' and other class members'

1 wages timely as required by California Labor Code section 201, 202.

2 50. For restitution of unpaid wages to Plaintiffs and other class members and all
3 pre-judgment interest from the day such amounts were due and payable;

4 51. For the appointment of a receiver to receive, manage and distribute any and all
5 funds disgorged from Defendants and determined to have been wrongfully acquired by
6 Defendants as a result of violation of California Business and Professions Code section 17200,
7 *et seq.*;

8 52. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
9 California Code of Civil Procedure section 1021.5;

10 53. For injunctive relief to ensure compliance with this section, pursuant to
11 California Business and Professions Code section 17200, *et seq.*; and

12 54. For such other and further relief as the court may deem just and proper.

13
14 Dated: March 9, 2022

JUSTICE LAW CORPORATION

15
16 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiff Aharon Spry

17
18
19
20 Dated: March 9, 2022

THE NOURMAND LAW FIRM, APC

21 By: /s/ James A. De Sario

22 Michael Nourmand
23 James A. De Sario
Attorneys for Plaintiff Christopher Carrillo

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On March 18, 2022, I served the foregoing document described as

for the following case:	Spry, et al. v. Prime Lube, Inc., et al.
LWDA/Court Case No.:	LWDA-CM-800942-20
	CIVDS2018738
	San Bernardino County Superior Court

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 18, 2022, at Pasadena, California.

Mariah Anderson